Amy L. Roberts, Thomas I. Shamy, David and Annmarie Hunter, Margaret Carroll, Kelley and Tony Lanni, Evan Horisk, and Beth Rosner Giokas (collectively, "Plaintiffs"), on behalf of themselves and all others similarly situated (the "Class"), by their undersigned attorneys, as and for their Consolidated Class Action Complaint against defendants Tishman Speyer Properties, L.P. ("Tishman Speyer"), PCV ST Owner LP, ST Owner LP, Metropolitan Insurance and Annuity Company ("Met Insurance"), Metropolitan Tower Life Insurance Company ("Met Tower"), (collectively, "Defendants"), respectfully set forth and allege as follows:

A. **Introduction**

1. This is a class action brought on behalf of thousands of current and former tenants of Stuyvesant Town and Peter Cooper Village whose apartments have been illegally deregulated and who have been and continue to be wrongfully charged market rate rents for their
rental units, although they were and are legally entitled to pay considerably lower rent stabilized rents.

2. Stuyvesant Town and Peter Cooper Village constitute New York City’s largest apartment complex, covering approximately 80 acres -- a full ten city blocks along First Avenue between 14th Street and 23rd Street -- and consisting of 110 apartment buildings containing approximately 11,200 units with at least 20,000 residents.

3. Defendants, the owners of this large complex, have been receiving real estate tax benefits under New York City’s J-51 property tax abatement/exemption program for approximately the past 18 years. Applicable state and local law requires that, during the period in which an owner receives such real estate tax benefits, all of the units shall remain subject to rent stabilization. Yet beginning in or about 2001 or 2002, and continuing through the present time, the owners of Stuyvesant Town and Peter Cooper Village have, upon information and belief, improperly and unlawfully charged thousands of tenants market rents, even as those owners have collected tens of millions of dollars of tax benefits under the J-51 program.

4. As a result, while tenants at Stuyvesant Town and Peter Cooper Village have been “priced out” of their apartments in patent violation of the law and forced to leave the complex when they were denied rent stabilized rents, and while other tenants at Stuyvesant Town and Peter Cooper Village have unlawfully been required to pay unregulated rents far higher than the rent stabilized rents which they were supposed to be charged, Defendants have benefited and enriched themselves -- both by illegally charging and collecting such market rate rents from thousands of tenants and at the same time by wrongfully pocketing nearly $25 million in New York City tax benefits that are expressly conditioned on maintaining the apartments as rent stabilized.
5. Plaintiffs, for themselves and as representatives of the other members of the Class, therefore seek money damages and attorneys’ fees for the rent overcharges imposed and collected by Defendants. Plaintiffs, for themselves and as representatives of the other members of the Class, also seek a judicial declaration that the units in Stuyvesant Town and Peter Cooper Village remain subject to rent stabilization and will continue to be rent stabilized until the last applicable J-51 tax benefits period for Stuyvesant Town and Peter Cooper Village has expired (upon information and belief, at least through 2020) and Defendants thereafter comply with all appropriate legal requirements to deregulate the units.

B. The Parties

6. Plaintiff Amy L. Roberts is a residential tenant residing in Apartment 6H at 530 East 20th Street in the County, City, and State of New York, which is part of the Stuyvesant Town/Peter Cooper Village complex.

7. Plaintiff Thomas I. Shamy resides in the County, City, and State of New York and was, until December 31, 2006, a residential tenant residing in Apartment 3F at 449 East 14th Street in the County, City, and State of New York, which is part of the Stuyvesant Town/Peter Cooper Village complex.

8. Plaintiffs David and Annmarie Hunter are residential tenants residing in Apartment 9F at 526 East 20th Street in the County, City, and State of New York, which is part of the Stuyvesant Town/Peter Cooper Village complex.

9. Plaintiff Margaret Carroll is a residential tenant residing in Apartment 3D at 530 East 23rd Street in the County, City, and State of New York, which is part of the Stuyvesant Town/Peter Cooper Village complex.
10. Plaintiffs Kelley and Tony Lanni are residential tenants residing in Apartment 13C at 440 East 23rd Street in the County, City, and State of New York, which is part of the Stuyvesant Town/Peter Cooper Village complex.

11. Plaintiff Evan Horisk resides in the County, City, and State of New York and was, until December 31, 2006, a residential tenant residing in Apartment 1E at 20 Stuyvesant Oval in the County, City, and State of New York, which is part of the Stuyvesant Town/Peter Cooper Village complex.

12. Plaintiff Beth Rosner Giokas is a residential tenant residing in Apartment 5E at 15 Stuyvesant Oval in the County, City, and State of New York, which is part of the Stuyvesant Town/Peter Cooper Village complex.

13. The plaintiff Class, on whose behalf this action is brought, consists of all persons who are or were, or become, residential tenants of Stuyvesant Town and Peter Cooper Village who have signed or will sign a market lease or any lease other than a Rent Stabilized lease for any period during which Defendants (and any successors or assigns) were receiving or are scheduled to receive real estate tax benefits under New York City's J-51 program. The members of the Class have been damaged and will continue to suffer damage as a result of the acts of Defendants set forth herein.

14. Upon information and belief, Tishman Speyer is, and at all times relevant hereto was, a New York limited partnership with its principal place of business in the County, City, and State of New York. Tishman Speyer holds itself out to be "one of the leading owners, developers, fund managers and operators of real estate in the world, having managed a portfolio of assets since its inception of more than 77 million square feet in major metropolitan areas across the United States, Europe, Latin America and Asia."
15. Upon information and belief, PCV ST Owner LP and ST Owner LP are, and at all times relevant hereto were, Delaware limited partnerships with its principal places of business in the County, City, and State of New York.

16. PCV ST Owner LP is, upon information and belief, the current owner of Peter Cooper Village by virtue of its acquisition of the complex on or about November 17, 2006 for approximately $5.4 billion, and at the time the initial complaint in this action was filed, was also the owner of Stuyvesant Town. Upon information and belief, after the initial complaint in this action was filed, PCV ST Owner LP transferred and assigned ownership of Stuyvesant Town to ST Owner LP, which is the current owner of Stuyvesant Town.

17. PCV ST Owner LP and ST Owner LP are, upon information and belief, affiliates of Tishman Speyer.

18. Met Insurance is, and at all times relevant hereto was, a Delaware corporation with its principal place of business in the County, City, and State of New York. From in or about 2002 until in or about 2004, it was the owner of Stuyvesant Town and Peter Cooper Village.

19. Met Tower is, and at all times relevant hereto was, a Delaware corporation with its principal place of business in the County, City, and State of New York. Met Tower is, upon information and belief, the successor by merger to Met Insurance, and until on or about November 17, 2006 was the owner of Stuyvesant Town and Peter Cooper Village.

C. Facts Common to All Claims

20. Upon information and belief, on or about June 1, 1943, Metropolitan Life Insurance Company ("MetLife") and Stuyvesant Town Corporation entered into an agreement with the City of New York with respect to the acquisition of real property for and the financing,
construction, operation, and supervision of the redevelopment project known as Stuyvesant Town. The agreement was made pursuant to the provisions of the Redevelopment Companies Law, which was subsequently incorporated into Article V of the Private Housing Finance Law.

21. Pursuant to the aforedescribed agreement, Stuyvesant Town Corporation (as the redevelopment company and owner of the Stuyvesant Town complex) received a real estate tax exemption for a period of twenty-five (25) years.

22. In or about late 1952, Stuyvesant Town Corporation entered into a further agreement with Met Life and the City of New York, pursuant to which Stuyvesant Town Corporation assigned to Met Life all of its rights under the existing agreement with New York City. Met Life thus received the benefit of the remainder of the twenty-five (25) year real estate tax exemption for Stuyvesant Town.

23. Upon information and belief, in or about the late 1940s, Met Life entered into an agreement with the City of New York with respect to the acquisition of real property for and the financing, construction, operation, and supervision of the redevelopment project known as Peter Cooper Village.

24. The said agreement was made pursuant to the provisions of the Redevelopment Companies Law and, upon information and belief, provided Met Life, as the redevelopment company and owner of Peter Cooper Village, with a real estate tax exemption for a period of twenty-five (25) years.

25. In or about 1974, New York State enacted an amendment to the Redevelopment Companies Law which provided, in relevant part, that upon the expiration of the twenty-five (25) year tax exemption granted to redevelopment projects, the real property taxes
payable on such projects would be phased in over a ten (10) year period, at the end of which time such projects would be fully taxable.

26. In connection with the aforesaid real property tax phase-in, the rents for tenants residing in Stuyvesant Town and Peter Cooper Village became subject to the New York Rent Stabilization Law.

27. Since approximately 1974, then, Stuyvesant Town and Peter Cooper Village have been subject to the Rent Stabilization Law.

28. New York City enacted the “J-51” program to encourage the renovation of residential properties in the City of New York by providing partial property tax exemption and abatement benefits for a period of time to buildings undertaking rehabilitation work.

29. Beginning in or about 1992, Met Life, as owner and on behalf of Stuyvesant Town and Peter Cooper Village, began applying for property tax benefits under New York City’s J-51 program for rehabilitation work to the buildings in the complex.

30. Upon information and belief, from 1992 through the present, the owners of Stuyvesant Town and Peter Cooper Village have applied for and received from New York City approximately $24.5 million in real estate tax relief under the J-51 program.

31. Upon information and belief, the most recent J-51 real estate tax benefits for Stuyvesant Town and Peter Cooper Village are scheduled to expire in or about 2020.

32. As a condition to receiving J-51 tax benefits for residential buildings, the units in the tax lot which is receiving tax benefits under the J-51 program are required by law to be subject to the Rent Stabilization Law during the period in which tax benefits are being received. Thus, in order for the landlord to receive tax relief for rehabilitation work to existing buildings under the J-51 program, the units in the premises receiving such benefits must be rent
stabilized for the period during which the premises receives J-51 tax benefits, and until they may thereafter be properly deregulated.

33. New York City’s Rent Stabilization Law provides that rent stabilization applies to dwelling units receiving J-51 benefits until at least the end of the tax benefits period.

34. New York City’s Rent Stabilization Law also provides that if a dwelling unit would be subject to rent stabilization in the absence of J-51 benefits, the end of the J-51 benefits period does not eliminate rent stabilization as to that unit.

35. According to § 26-504(c) of the New York City Administrative Code, which is part of the Rent Stabilization Law, rent stabilization shall apply to: Dwelling units in a building or structure receiving the benefits of section 11-243 [J-51] . . . Upon the expiration or termination for any reason of the benefits of section 11-243 or section 11-244 of the code or article eighteen of the private housing finance law any such dwelling unit shall be subject to this chapter until the occurrence of the first vacancy of such unit after such benefits are no longer being received or if each lease and renewal thereof for such unit for the tenant in residence at the time of the expiration of the tax benefit period has included a notice in at least twelve point type informing such tenant that the unit shall become subject to deregulation upon the expiration of such tax benefit period and states the approximate date on which such tax benefit period is scheduled to expire, such dwelling unit shall be deregulated as of the end of the tax benefit period; provided, however, that if such dwelling unit would have been subject to this chapter or the emergency tenant protection act of the nineteen seventy-four in the absence of this subdivision, such dwelling unit shall, upon the expiration of such benefits, continue to be subject to this chapter or the emergency tenant protection act of nineteen seventy-four to the same extent and in the same manner as if this subdivision had never applied thereto.

(Emphasis added.)

36. The Rent Stabilization Law further provides that high income decontrol of units (i.e., decontrol of rent stabilized units renting for $2,000 or more per month and in which
the residents have combined income of $175,000 or more) and high rent vacancy decontrol of units (i.e., decontrol of rent stabilized units with a rent of $2,000 or more per month at the time that the tenant vacates) will remove such units from rent stabilization, but that neither high income decontrol nor high rent vacancy decontrol applies to housing accommodations which are subject to the Rent Stabilization Law by virtue of receiving J-51 real estate tax benefits.

37. The New York City Department of Housing Preservation and Development, which is responsible for the administration of New York City’s J-51 program, prohibits a landlord from deregulating apartments during the time that it is receiving tax benefits under the J-51 program for those apartments.

38. The rules and regulations of the Department of Housing Preservation and Development concerning the J-51 program provide:

Deregulation of units: (i) With respect to a dwelling unit in any building receiving benefits under the [J-51] Act, (A) such unit shall remain subject to rent regulation until the occurrence of the first vacancy after tax benefits are no longer being received for the building at which time the unit shall be deregulated, unless the unit is otherwise subject to rent regulation . . .

(Emphasis added.)

39. Furthermore, as stated in the J-51 Guidebook issued by the Tax Incentives Programs Unit of the Division of Tax Programs and Policy of the Department of Housing Preservation and Development:

A rental unit which receives J-51 exemption and/or abatement benefits must be registered with the Division of Housing and Community Renewal (DHCR) and subjected to rent stabilization for the full term of the J-51 benefits, regardless of whether the rental unit would otherwise have been subject to the Rent Stabilization Law.

(Emphasis added.)
40. The New York State Division of Housing and Community Renewal, which is responsible for the administration of rent stabilization in New York City, also bars a landlord from deregulating apartments during the time that it is receiving tax benefits under the J-51 program for those apartments.

41. Following the passage of New York Local Law 4 in 1994, which enacted amendments to the Rent Stabilization Law concerning high income decontrol, the Division of Housing and Community Renewal issued an Operational Bulletin stating that these deregulation provisions shall not apply to housing accommodations which are subject to rent regulation by virtue of receiving tax benefits pursuant to Sections four twenty-one-a or four eighty-nine of the Real Property Tax Law [the state enabling statute for J-51] until the expiration of the tax abatement period.

42. Thus, applicable law, as confirmed by rules and regulations of the New York City and New York State agencies charged with and responsible for administration of the J-51 program and rent stabilization in the City of New York, provides that, for at least the period during which a tax lot receives tax benefits under the J-51 program, the units are and remain subject to rent stabilization and may not be deregulated.

43. Defendants were, at all relevant times, fully aware that Stuyvesant Town and Peter Cooper Village received J-51 tax benefits and that, by law, the receipt of such tax benefits requires Stuyvesant Town and Peter Cooper Village to remain subject to rent stabilization during the benefits period and until proper deregulation occurs thereafter.

44. Nonetheless, during the period in which Defendants were receiving tax benefits under the J-51 program for Stuyvesant Town and Peter Cooper Village, they caused, upon information and belief, more than one-quarter of the complex’s apartments units -- a total
of approximately 4,400 apartments at Stuyvesant Town and Peter Cooper Village -- to be
deregulated.

45. Upon the aforesaid deregulation and at all times thereafter,
Defendants have charged market rate rents or rents at rates otherwise far in excess of rent
stabilization rent levels for such apartments.

D. Class Action Allegations

46. This action is brought and may properly be maintained as a class action
under the provisions of Article 9 of the CPLR.

47. The Class, as defined above, is so numerous that joinder of all members of
the Class, whether otherwise required or permitted, is impracticable.

48. There are questions of law and fact common to the Class which
predominate over any questions affecting only individual members of the Class. A principal
common question of law is whether Defendants wrongfully charged market rents to tenants of
Stuyvesant Town and Peter Cooper Village while at the same time taking advantage of and
receiving J-51 tax benefits for the complex. This question impacts all Class members.

49. Plaintiffs' claims are typical of the claims of the other members of the
Class. Plaintiffs and all members of the Class have been similarly charged market rents during
the period in which Defendants received tax benefits under the J-51 program.

50. Plaintiffs have no interests antagonistic to the interests of the other
members of the Class. There is no conflict between Plaintiffs and any other members of the
Class with respect to this action or the claims for relief herein.
51. Plaintiffs are committed to the vigorous prosecution of this action and have retained competent legal counsel experienced in real estate, landlord/tenant, and class action litigation matters for that purpose.

52. Plaintiffs are adequate representatives of the Class and, together with their attorneys, are able to, and will fairly and adequately, protect the interests of the Class and its members.

53. In addition, a class action is superior to other available methods for the fair, just, and efficient adjudication of the claims asserted herein. Joinder of all members of the Class is impracticable and, for financial and other reasons, it would be impractical for individual members of the Class to pursue separate claims. Moreover, prosecution of separate actions by individual members of the Class would create the risk of varying and inconsistent adjudications, and would unduly burden the courts.

54. Plaintiffs anticipate no difficulty in the management of this litigation as a class action, and management of this litigation as a class action will present few problems for this Court.

FIRST CAUSE OF ACTION

55. Plaintiffs, on behalf of themselves and all others similarly situated, repeat and reallege each and every allegation contained in paragraphs 1 through 55 of this Complaint.

56. At all times relevant hereto, the Stuyvesant Town and Peter Cooper Village apartments of Plaintiffs and the other members of the Class were and continue to be subject to the provisions of the Rent Stabilization Law for the entire period during which Defendants received J-51 real estate tax benefits (which, upon information and belief, will
continue to run through at least 2020), and until such time as said apartments may thereafter properly be deregulated.

57. Defendants have nonetheless charged Plaintiffs and the other members of the Class, and required Plaintiffs and the other members of the Class to pay, market rate rents or rents at rates otherwise in excess of rent stabilization rent levels for their apartments at Stuyvesant Town and Peter Cooper Village.

58. Defendants have thus overcharged Plaintiffs and the other members of the Class in an amount equal to the difference between their monthly rents and security deposits and their appropriate regulated (i.e., rent stabilized) rents had their apartments at Stuyvesant Town and Peter Cooper Village not been deregulated.

59. At all relevant times, the aforedescribed rent overcharges by Defendants were willful.

60. As a result of Defendants’ aforedescribed rent overcharges, Plaintiffs and the other members of the Class have been damaged, and are entitled to an award of money damages against Defendants relating to such rent overcharges for the four (4) years immediately prior to the commencement of this action, in an amount to be determined at trial but in no event less than, upon information and belief, $215,000,000.

61. In addition, Plaintiffs and the other members of the Class are entitled to an award of interest on the aforedescribed rent overcharges for the four (4) years immediately prior to the commencement of this action, with such interest accruing from the date of the overcharge.

62. Plaintiffs and the other members of the Class also demand reimbursement of and damages relating to any rent overcharges that they may pay during the pendency of this action.
In addition, Plaintiffs and the other members of the Class are entitled to recover their reasonable attorneys’ fees (including costs and disbursements) herein from Defendants.

SECOND CAUSE OF ACTION

Plaintiffs, on behalf of themselves and all others similarly situated, repeat and reallege each and every allegation contained in paragraphs 1 through 64 of this Complaint.

Defendants contend that, despite continuing to receive real estate tax benefits under the J-51 program, the Stuyvesant Town and Peter Cooper Village apartments of Plaintiffs and the other members of the Class are no longer subject, and are no longer required by applicable law to be subject, to rent stabilization.

Defendants have therefore caused, upon information and belief, more than one-quarter of the apartments in Stuyvesant Town and Peter Cooper Village to be deregulated during the period in which Defendants have been receiving such J-51 benefits, and have charged rent to Plaintiffs and the other members of the Class at market rates or rates otherwise far in excess of rent stabilization rent levels -- actions that are consistent only with the position that, despite Defendants’ continued receipt of real estate tax benefits under the J-51 program, the Stuyvesant Town and Peter Cooper Village apartments of Plaintiffs and the other members of the Class are no longer subject, and are no longer required by applicable law to be subject, to rent stabilization.

Justiciable and live controversies therefore exist between Plaintiffs and the other members of the Class, on the one hand, and Defendants on the other hand, concerning whether the Stuyvesant Town and Peter Cooper Village apartments of Plaintiffs and the other members of the Class continue to be subject to rent stabilization, whether Defendants are
required to continue to charge rent to Plaintiffs and the other members of the Class at rent stabilized rates instead of at market rates or rates otherwise in excess of rent stabilization rent levels, and whether the Stuyvesant Town and Peter Cooper Village apartments of Plaintiffs and the other members of the Class will continue to be subject to the provisions of the Rent Stabilization Law for the entire period during which Defendants receive J-51 real estate tax benefits and until such time as said apartments may thereafter properly be deregulated.

68. Plaintiffs and the other members of the Class have no adequate remedy at law so far as a declaration of the current and continuing rent stabilized status of their apartments at Stuyvesant Town and Peter Cooper Village is concerned.

69. Plaintiffs and the other members of the Class are therefore entitled to Judgment declaring that their Stuyvesant Town and Peter Cooper Village apartments continue to be subject to rent stabilization, that Defendants are required to continue to charge rent to them at rent stabilized rates instead of at market rates or rates otherwise in excess of rent stabilization rent levels, and that their Stuyvesant Town and Peter Cooper Village apartments will continue to be subject to the provisions of the Rent Stabilization Law for the entire period during which Defendants receive J-51 real estate tax benefits for Stuyvesant Town and Peter Cooper Village and until such time as said apartments may thereafter properly be deregulated.

WHEREFORE, Plaintiffs, on behalf of themselves and the other members of the Class, respectfully request Judgment against Defendants as follows:

(1) On the First Cause of Action, awarding Plaintiffs and the other members of the Class money damages against Defendants, in an amount to be determined at trial but in no event less than $215,000,000, together with interest; and awarding reasonable attorneys' fees (including costs and disbursements);

(2) On the Second Cause of Action, declaring that the Stuyvesant Town and Peter Cooper Village apartments of Plaintiffs and the other members of the Class continue to be subject to rent stabilization, that Defendants are required to continue to charge
rent to them at rent stabilized rates instead of at market rates or rates otherwise in excess of rent stabilization rent levels, and that their Stuyvesant Town and Peter Cooper Village apartments will continue to be subject to the provisions of the Rent Stabilization Law for the entire period during which Defendants receive J-51 real estate tax benefits for Stuyvesant Town and Peter Cooper Village and until such time as said apartments may thereafter properly be deregulated;

(3) Awarding Plaintiffs and the other members of the Class attorneys' fees against Defendants, pursuant to CPLR Rule 909; and

(4) Awarding Plaintiffs and the other members of the Class such other and further relief, including the costs and disbursements of this action, as this Court finds just and proper.

Dated: New York, New York
February 3, 2010

WOLF HALDENSTEIN ADLER FREEMAN
& HERZ LLP
Attorneys for plaintiffs Amy L. Roberts, Thomas I. Shamy, David and Annmarie Hunter, Kelley and Tony Lanni, Evan Horisk, and Beth Rosner Giokas

By: ____________________________
Daniel W. Krasner
Alexander H. Schmidt
270 Madison Avenue
New York, New York 10016
212/545-4600

-and-

BERNSTEIN LIEBHARD LLP
Attorneys for plaintiff Margaret Carroll

By: ____________________________
Ronald Aranoff
Christian Siebott
10 East 40th Street
New York, New York 10016
212/779-1414
FIRST AMENDED CONSOLIDATED CLASS ACTION COMPLAINT

WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP

Attorneys for Plaintiffs

270 MADISON AVENUE
NEW YORK, NY 10016
212-545-4600

To: Service of a copy of the within is hereby admitted.

Dated: __________________________ 20 ______

Attorney(s) for

PLEASE TAKE NOTICE:

☒ NOTICE OF ENTRY

that the within is a (certified) true copy of an

duly entered in the office of the clerk of the within named court on 20____

☐ NOTICE OF SETTLEMENT

that an

will presented for settlement to the Hon.

within named Court, at

on 20 ______, at M.

Dated:

WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP