

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK: HOUSING PART B

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THOMAS DUKLETH, ZACHARY HALL,  
SHIRAS PATTERSON BECKWITH, JUDY  
SABIN, AND REMIGIUSZ CHLAPEK  
*Petitioners,*

**Index No.:** LT-307504-25/NY

-against-

109E9 LLC, MICHAEL GEYLIK, MGNY  
CONSULTING CORP, YURI GEYLIK  
*Respondents,*

**AFFIRMATION IN FURTHER  
SUPPORT OF PETITIONERS'  
MOTIONS AND IN  
OPPOSITION TO  
RESPONDENT'S CROSS-  
MOTION**

-and-

NYC DEPARTMENT OF HOUSING  
PRESERVATION & DEVELOPMENT and NYC  
DEPARTMENT OF BUILDINGS,  
*City-Respondents.*

**Subject Premises:**  
109 East 9<sup>th</sup> Street  
New York, NY 10003

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Jennifer Akchin, an attorney duly admitted to practice law before the courts of the State  
of New York, hereby swears and affirms as follows:

1. I am a staff attorney at TakeRoot Justice, attorneys for Petitioners in this  
proceeding. I am therefore fully familiar with the facts and circumstances underlying this  
proceeding and motion.

2. I make this affirmation in further support of Petitioners' motion to strike  
Respondents' defenses and for discovery, pursuant to CPLR § 408 and § 2120, and in opposition  
to Respondents' cross-motion to dismiss this proceeding as against Respondents Yuri Geylik and  
MGNY Consulting Corporation.

**I. Petitioners' Motion to Strike Should be Granted, as Respondents' Opposition  
Fails to Resolve or Supplement the Facial Insufficiency of its Defenses.**

3. Respondents' opposition fails to cure defects in or otherwise resuscitate its first,  
second, third, fourth, fifth, sixth, eighth, ninth and eleventh affirmative defenses.

4. With respect to its first affirmative defense, Petitioners do not disagree that Respondents have the right to raise an affirmative defense based on failure to state a cause of action. Rather, the concern is that Respondents have stated no facts or law that would create a reasonable basis for such a defense.

5. When pleading an affirmative defense, as Respondents attempt here, a party should plead all facts or law which “if not pleaded would be likely to take the adverse party by surprise or would raise issues of fact not appearing on the face of a prior pleading” CPLR § 3018. As follows, it is central to the spirit of an affirmative defense that the defense plead actual facts or matters of law, and not merely legal conclusions.

6. Respondents’ Verified Answer does neither; in fact it states not a single fact or point of law in support of its legal conclusions.

7. Even if the Court were to give the Respondent the benefit of every reasonable inference with respect to the truth of the facts contained in their Verified Answer, it could not change the result: there are no facts stated whatsoever.

8. The same lack of factual basis applies to the eleventh affirmative defense, which likewise consists of a bare and conclusory denial of wrongdoing, supported by no facts whatsoever.

9. Lastly, Respondents misstate the holding in Vargas v. 112 Suffolk St. Apt. Corp., 66 Misc.3d 1214[A](Civ. Ct. New York County 2020). In that case, the Respondents were not permitted to assert or preserve their defenses; rather, the defenses were *dismissed without prejudice* to any future motion for civil penalties. Respondents’ request to assert defenses as a preemptory defense to a future motion not at bar should be denied.

10. Therefore, as Respondents have failed to cure any of the defects in their first, second, third, fourth, fifth, sixth, eighth, ninth and eleventh affirmative defenses, the Court should grant Petitioners' motion to strike these defenses for lack of merit.

**II. Petitioners' Demand for Discovery is Reasonable, Warranted, and Based Upon Ample Need.**

11. Contrary to Respondents' arguments on opposition, discovery remains critical to resolution of key issues in this proceeding, and failure to grant discovery would be directly prejudicial to Petitioners' ability to fairly litigate this proceeding.

12. In its procedural history of this proceeding, Respondents' counsel focuses exclusively on the issuance of 17 HPD violations of record, to the exclusion of unresolved DOB violations, to support the notion that the Court's Order to Correct fully resolved Petitioners' warranty of habitability claims.

13. This argument fails to acknowledge the bulk of the claims in the underlying Petition, which are directed towards correction of two DOB violations in a manner that does not diminish Petitioners' possessory rights or substantially alter their apartments or the building.

14. Discovery of the actual physical and structural needs of the building is directly relevant to these two DOB violations, which are essential issues directly impacting tenants in occupancy. First, the discovery is necessary to determine if the substantial alterations proposed by Respondents' engineers are necessary to correct the DOB violations at issue. Secondly, the discovery is necessary to determine whether the structural repairs necessitate Petitioners permanently forfeiting their possessory rights to their long term and rent-stabilized SRO tenancies.

15. It is undisputed that Respondents' approach to resolving these repairs will have a substantial impact on Petitioners and their tenancies. In fact, this reality is openly acknowledged in Respondents' own filing with the DOB.

16. In February, 2025, Respondent's hired architect submitted a certification to HPD, in connection with the (currently suspended) permit filed under M01181265-II, which indicated that the work proposed "demolishes any dwelling unit and/or demolishes any portion of the building serving dwelling units." **Exhibit R-A, SRO Multiple Dwelling Anti-Harassment Checklist**.

17. Respondents' certified filing with the DOB, filed by Respondent Michael Geylik, attests that the building will have no units occupied during construction, and that the building contains only 4 occupied units. This certification was made despite Respondents' awareness that the building is presently residentially occupied by 6 tenants, and that neither at time of filing (nor at any time thereafter) had plans been put in place for temporary relocation of any tenants in occupancy. **Exhibit R-B, Job Summary M01181265**, 14 of 15.

18. Respondents have, further, repeatedly taken the position that Petitioners must *permanently* relocate from their long-term rent-stabilized homes in order to complete the required repairs.

19. Since fact-finding as to these issues is directly relevant to their claims in this proceeding, Petitioners have ample need to discover the conditions of the building, and to review Respondents' inspection reports regarding the same.

**III. Both Yuri Geylik and MGN Consulting Corp. are "Owners" As Defined by the Multiple Dwelling Law and Housing Maintenance Code.**

20. Pursuant to the Housing Maintenance Code (NYC Admin Code) 27-2004(a)(45), an "Owner" is defined as "the owner or owners of the freehold of the premises or lesser estate

therein, a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, agent, or any other person, firm or corporation, directly or indirectly in control of a dwelling.”

21. Pursuant to the New York State Multiple Dwelling Law § 4 (44), an “Owner” refers to an “owner or owners of the freehold of the premises or lesser estate therein, a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, agent, or any other person, firm or corporation, directly or indirectly in control of a dwelling.”

22. The broad definition of Owner includes individuals who are “involved with the operations of the building” particularly where such individual is acting as an agent of the corporate owner. See, Leung v Zi Chang Realty Corp., 74 Misc 3d 126(A) (App Term, 1st Dept, 2022); Ellouzi v Sherman, 63 Misc 3d 1216(A) (Civ Ct 2019).

23. Yuri Geylik is an “Owner” within the meaning of the Housing Maintenance Code and Multiple Dwelling Law as an Owner and Mortgagee of the premises.

24. As reflected in two attached mortgage instruments, Mr. Yuri Geylik identifies himself as a member of 109E9 LLC, the corporate owner of the building, and an authorized signatory to the mortgage instrument. **Exhibit R-C**, Recorded Mortgages.

25. Mr. Yuri Geylik was also identified as both a principal/officer of 109E9 LLC and an Owner/Managing agent on Respondent’s application to HPD for a certificate of no harassment. **Exhibit R-F**, Certificate of No Harassment Application (redacted).

26. As such, Mr. Yuri Geylik has “direct or indirect” control over the premises, as both a member of the corporation which owns the building (i.e. an “owner” of the premises), and a co-signatory to the mortgage for the premises (i.e. a “mortgagee” of the premises).

27. Additionally, upon information and belief, Mr. Yuri Geylik routinely involves himself in and holds himself out as a agent of the owner and/or co-owner in operations at the building, including identifying himself as a member of ownership and/or management on public filings and/or applications, engaging in discussions with tenants about developments at the building, attending on-site inspections by city agencies, and, as recently as April, 2025, arranging to distribute keys to tenants of the building as an agent of the corporate owner.

28. As Mr. Yuri Geylik is a mortgagee of the building, a corporate member of 109E9 LLC, and has repeatedly held himself out as an agent of 109E9 LLC, he is an “Owner” within the meaning of the Housing Maintenance Code and Multiple Dwelling Law, and should remain a Respondent in this proceeding.

29. MGNY Consulting Corp. (“MGNY”) is also an “Owner” within the meaning of the Housing Maintenance Code and Multiple Dwelling Law, as an agent that manages the building under the supervision and control of the Owner.

30. Michael Geylik and Yuri Geylik, who have both identified themselves as corporate members of 109E9 LLC (**Exhibit R-C**), are Founder/President and CEO of MGNY Consulting Corp., respectively.

31. The overlap between 109E9 LLC and MGNY continues in the Geylik brothers’ decision to locate 109E9 LLC management operations within the MGNY Consulting Corp. offices, and to allocate MGNY staffing resources to the operations of the residential portion of the building.

32. For example, Mr. Geylik employs Mint Tan as MGNY’s “Director of Internal Operations.” Despite being on MGNY payroll, Co-Respondent Michael Geylik recently attested by affirmation that Mr. Tan’s MGNY job duties include carrying out “certain aspects of

operation of the building on behalf of Petitioner,” referring to the residential portion of the building managed by 109E9 LLC. **Exhibit R-D**, Aff of Michael Geylik, **Exhibit R-E**, Aff. of Mint Tan.

33. Upon information and belief, Mr. Tan’s responsibilities have included routine operations such as rent collection and minor repairs around the building.

34. Mr. Geylik further attests that Mr. Tan has become “familiar with and known to the occupants of the building.” **Exhibit R-D**. In other words, Mr. Tan, an MGNY employee, has been held out to tenants as an agent of the Owner involved in day-to-day operations of the building, and tenants are familiar with him in this capacity.

35. In sum, 109E9 LLC and MGNY share principal officers, an office, and 109E9 LLC directs staff of MGNY Consulting Corp. to carry out daily functions in the building as part of their job duties.

36. In its capacity as an agent of the Owner openly held out to be carrying out the day-to-day operations of the building, MGNY Consulting Corp. exercises direct/indirect control over the building and is an “Owner” within the meaning of the Multiple Dwelling Law and Housing Maintenance Code. See, Leung v Zi Chang Realty Corp., 74 Misc 3d 126(A) (App Term, 1st Dept, 2022); Ellouzi v Sherman, 63 Misc 3d 1216(A) (Civ Ct 2019).

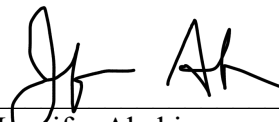
37. Therefore, Respondents’ motion to dismiss proceedings against co-Respondents Yuri Geylik and MGNY Consulting Corp. should be denied.

**WHEREFORE**, Petitioners respectfully request the Court issue an Order:

- (a) Pursuant to CPLR 3211 (b) striking Owner-Respondent’s defenses first, second, third, fourth, fifth, sixth, eighth, ninth and eleventh affirmative defenses;

- (b) Pursuant to CPLR § 408 and § 2120 and Civil Court Act 110 (c), Granting Petitioners leave for limited discovery, and deeming Petitioner’s annexed Notice of Inspection served as of the date of the Court’s order;
- (c) Denying Respondents’ motion to dismiss proceedings as against Yuri Geylik and MGNV Consulting Corp.;
- (d) Such other and further relief as the Court deems just and proper.

Dated: September 2, 2025  
New York, NY



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