

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X,
FLUSHING VASCULAR CENTER, LLC,

Index No.:
Date Purchased:

Plaintiff,

-against-

SUMMONS

ALI AKHTAR and OAKTREE DEVELOPERS CORP,

Defendants.

Plaintiff designates Queens County as
the place of trial.

Venue CPLR 503(a): is based on
Plaintiff's location.

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TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance on the Plaintiff's attorney, within twenty (20) days after service of this Summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York) and in case of your failure to appear or answer, Judgment will be taken against you by default for the relief demanded in the Complaint.

Date: March 1, 2021
Great Neck, New York

RADOW LAW GROUP, P.C.
Attorneys for Plaintiff

By: Raymond Radow, Esq.
1010 Northern Boulevard, Suite 304
Great Neck, New York 11021

TO:
Ali Akhtar
179 E. 5th Street
Brooklyn, NY 11218

Oaktree Developers Corp
179 E. 5th Street
Brooklyn, NY 11218

Oaktree Developers Corp
75 Pearl Street
Brooklyn, NY 11201

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X Index No.:
FLUSHING VASCULAR CENTER, LLC,

Plaintiff,
-against-

**VERIFIED
COMPLAINT**

ALI AKHTAR and OAKTREE DEVELOPERS CORP,

Defendants.

-----X

Plaintiff, FLUSHING VASCULAR CENTER, LLC, (hereinafter “Flushing” or “Plaintiff”), by and through their attorneys, as and for a Verified Complaint, hereby complains of the defendants, ALI AKHTAR and OAKTREE DEVELOPERS CORP, (hereinafter called “Akhtar” and “Oaktree”), as follows:

1. Plaintiff, FLUSHING VASCULAR CENTER, LLC, is a New York limited liability corporation, with offices at 132-49 41st Road, Flushing, NY and is registered and authorized to do business in the County of Queens, State of New York.
2. Defendant, ALI AKHTAR, is a natural person, and a resident of 179 E. 5th Street, Brooklyn, NY 11218.
3. Defendant, OAKTREE DEVELOPERS CORP, is a New York domestic business corporation, with offices located at 179 E. 5th Street, Brooklyn, NY 11218 and 75 Pearl Street, Brooklyn, NY 11201.
4. Defendant, OAKTREE DEVELOPERS CORP, is owned and operated by Defendant Akhtar, and the alter ego of Defendant Akhtar.
5. Defendant, ALI AKHTAR, was at relevant times, a General Contractor, licensed by the New York City Department of Buildings, and conducted business, and contracted on behalf of OAKTREE DEVELOPERS CORP.

NATURE OF ACTION

6. Plaintiff, Flushing Vascular Center, LLC, is a medical facility engaged in sonographic and radiological imaging, together with the diagnosis and treatment of vascular disease. Defendant, Akhtar, acting as Senior Project Manager, on behalf of himself and Defendant, Oaktree Developers Corp., represented to Plaintiff that he was engaged in and proficient at commercial construction projects including office repair, restoration, and renovation, and could plan, manage, and build multi-phase jobs, and work with architects and designers to produce quality handiwork and beautiful functional structures, while at the same time budgeting, staffing, and arranging on-site organization.

7. Defendant Akhtar solicited the purchase of these services to be performed by him under his individual name, and also under the business moniker of OAKTREE DEVELOPERS CORP. Upon information and belief, Defendant Akhtar was the sole proprietor and sole employee of this contracting and construction business, and the moniker of OAKTREE DEVELOPERS CORP was his alter ego.

8. Plaintiff, Flushing Vascular Center, LLC, agreed to purchase and use the services provided by Defendant, and entered into a contract to renovate Plaintiff's medical facility that included, among other things, the restoration of the waiting area and waiting room, relocation of fire sprinkler heads, installation of lead lined walls and partition walls, installation of plumbing appliances, lighting fixtures, switches, and electrical outlets, installation of new doors, tile replacement and repair, and skimming, priming, and painting of trim, molding, ceilings and walls. Plaintiff and Defendant agreed that work would commence on or about October 1, 2020 and be completed by October 31, 2020.

9. Plaintiff agreed to pay Defendants in advance to purchase the materials necessary to complete the job, and to pay pursuant to an agreed schedule to perform construction services according to the terms of the contract. Defendants were paid in advance pursuant to the terms of

the contract, but failed to purchase all the materials necessary to complete the job. Despite having been paid as agreed, Defendants ceased working on or about October 15, 2020, and failed to complete the job pursuant to the terms of the contract. Defendants abandoned the jobsite, despite repeated requests by Plaintiff to return to complete the project in a timely fashion. As a result of Defendants' failure to purchase materials as agreed and the premature cessation of work, Plaintiff was required, at significant additional expense, to engage the services of an alternate general contractor in order to successfully complete the project.

10. Plaintiff is bringing this action against Defendants for breach of the terms of the parties' contract, fraud, conversion, breach of the covenant of good faith and fair dealing, negligence, and further alleges that Defendants have been unjustly enriched by the aforementioned actions.

AS AND FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

11. On or about September 24, 2020, Plaintiff, FLUSHING VASCULAR CENTER, LLC, and Defendants, ALI AKHTAR and OAKTREE DEVELOPERS CORP, entered into a contract wherein the agreed terms of the contract between the parties were explicitly laid out, for the repair, restoration, and renovation of the Plaintiff medical facility, Flushing Vascular Center, LLC.

12. The agreed scope of the work to be performed by Defendants included, but was not limited to, the restoration of the waiting area and waiting room, relocation of fire sprinkler heads, installation of lead lined walls and partition walls, installation of plumbing appliances, lighting fixtures, switches, and electrical outlets, installation of new doors, tile replacement and repair, and skimming, priming, and painting of trim, molding, ceilings and walls.

13. Pursuant to the terms of the contract between the parties, the agreed cost for the work to be performed was Forty Five Thousand and Four Hundred (\$45,400.00) Dollars.

14. Pursuant to the terms of the contract between the parties, in the event the project was not completed by October 31, 2020 due to Defendants negligence, a penalty was to be assessed as

against Defendants in the amount of One Hundred (\$100.00) Dollars per day, up through and until the agreed job was successfully completed.

15. Pursuant to the terms of the contract between the parties, Plaintiff agreed to pay Defendants Twenty Five (25%) of the contract price upon execution of their agreement, an additional Twenty Five (25%) Percent of the contract price on October 1, 2020, another Twenty Five (25%) Percent of the contract price on October 9, 2020, Sixteen (16%) Percent of the contract price on October 16, 2020, and the remaining amount due by October 31, 2020.

16. Pursuant to the terms of the contract between the parties, Defendants agreed to purchase the materials required to perform in conformity with the terms of the agreed renovation project.

16. Pursuant to the terms of the contract between the parties, as of October 31, 2020, Plaintiff paid to Defendants, and Defendants accepted as payment the sum of Forty Four Thousand Nine Hundred Fifty (\$44,950.00) Dollars.

17. In breach of the terms of the contract between the parties, Defendants failed to purchase the materials required to perform in conformity with the terms of the agreed renovation project.

18. In breach of the terms of the contract between the parties, Defendants ceased working on or about October 15, 2020, and failed to complete the job pursuant to the terms of the contract.

19. Plaintiff paid to Defendants additional sums of money demanded for supplemental work that Defendants agreed to perform.

19. In breach of the terms of the contract between the parties, and despite repeated requests by Plaintiff to return to the jobsite to complete the project in a timely fashion, Defendants refused to do so.

20. Plaintiff made due demand of Defendants for the return of monies paid, and Defendants refused.

20. As a result of Defendants' breach, Plaintiff engaged the services of an alternate general contractor at significant additional expense in order to successfully complete the project.

21. Defendants breached the contract in so far as it has failed to provide services contemplated by the contract, including but not limited to the restoration of the waiting area and waiting room, relocation of fire sprinkler heads, installation of lead lined walls and partition walls, installation of plumbing appliances, lighting fixtures, switches, and electrical outlets, installation of new doors, tile replacement and repair, and skimming, priming, and painting of trim, molding, ceilings and walls

22. Defendants breached the contracts in so far as it has performed many of the services contemplated by the contract in a defective manner as to require said work to be redone, and to be functional and aesthetically acceptable.

23. This failure constitutes a breach of contract.

24. Said deficiencies in Defendants performance have required Plaintiff to obtain, at significant expense, substitute performance in order to improve the premises to the condition that Defendants were obligated to bring it to under the contract.

25. Plaintiff has substantially performed its obligations under the contract.

26. By virtue of the same, Defendants owe the Plaintiff a refund, together with the amount that they have had to spend in order to improve the premises as contemplated by the parties.

27. As a result of the wrongful conduct of Defendants, ALI AKHTAR and OAKTREE DEVELOPERS CORP, Plaintiff has been damaged in an amount to be determined at trial, but in no event less than Seventy Five Thousand (\$75,000.00) Dollars, and in excess of the jurisdiction of all lower courts, plus costs and attorney's fees, with penalties accruing from on or about October 31, 2020, and continuing.

AS AND FOR A SECOND CAUSE OF ACTION
(Fraud)

28. Plaintiff repeats, reiterates, realleges and incorporates by reference, each and every allegation contained in paragraphs 1 through 27 above as if fully restated herein.

29. Pursuant to the terms of the contract between the parties, Defendants agreed to purchase the materials required to perform in conformity with the terms of the agreed renovation project.

30. Plaintiff paid Defendants Twenty Five (25%) of the contract price upon execution of their agreement, an additional Twenty Five (25%) Percent of the contract price on October 1, 2020, another Twenty Five (25%) Percent of the contract price on October 9, 2020, Sixteen (16%)

34. Plaintiff paid to Defendants, and Defendants accepted as payment the sum of Forty Four Thousand Nine Hundred Fifty (\$44,950.00) Dollars.

35. Defendants failed to purchase the materials required to carry out the performance of the renovation project in pursuant to the terms of the contract and in conformity with the terms of the architectural drawings and plans for the agreed renovation project.

36. Defendant made representations that lead was purchased for installation in walls.

37. On multiple occasions, including but not limited to October 18, 2020, November 30, 2020, December 7, 2020, and December 31, 2020, Defendant, ALI AKHTAR, represented that work would be continued and the project would be completed by dates certain.

38. Defendants failed to purchase lead and other materials for which he was paid.

39. Defendants ceased working on or about October 15, 2020, and failed to complete the job pursuant to the terms of the contract.

40. Plaintiff paid to Defendants additional sums of money demanded for supplemental electrical work that Defendants agreed to perform. Defendants failed to perform that agreed work and failed to pay the monies collected to an electrical subcontractor engaged by Defendant

41 Defendants, ALI AKHTAR, and OAKTREE DEVELOPERS CORP, made repeated statements to Plaintiff knowing same to be false, with the expectation that Plaintiff would rely on such false assurances.

42. Defendants, ALI AKHTAR, and OAKTREE DEVELOPERS CORP, knew such statements were material to the nature and business of Plaintiff, and same were made intentionally and with the purpose of inducing Plaintiff to hire Defendants and transfer funds to Defendants.

43. Defendants, ALI AKHTAR, and OAKTREE DEVELOPERS CORP, did not intend on purchasing materials required to undertake the project or to complete the project, but rather intentionally induced Plaintiff, who relied on Defendants' demonstrably false statements, into transferring funds to Defendants to its detriment.

44. Defendants, ALI AKHTAR, and OAKTREE DEVELOPERS CORP, for a nefarious purpose, have failed to abide by the terms of the contract made by and entered into by the parties, and have not returned any of the monies to Plaintiff as requested, despite due demand.

45. Throughout the course of the exchange of correspondence and information between the parties, and as a material aspect of the negotiations between the parties, Defendant, ALI AKHTAR, knowingly and intentionally made representations to Plaintiff that he was actively engaged in the business of and proficient at commercial construction projects including office repair, restoration, and renovation, and could plan, manage, and build multi-phase jobs, and work with architects and designers to produce quality handiwork and beautiful functional structures, while at the same time budgeting, staffing, and arranging on-site organization, and with the objective of selling these services to the general public.

46. Throughout the course of the exchange of correspondence and information between the parties, and as a material aspect of the negotiations between the parties, Defendant, ALI AKHTAR, knowingly and intentionally made certain representations as to cost, price, materials and services required to satisfactorily complete the project, progress to date, timing of performing said service, and the general nature and daily management and operation of his business.

47. Defendants intended to deceive Plaintiff and defrauded Plaintiff, and as a result of Plaintiff's reasonable reliance, Plaintiff has suffered and continues to suffer serious economic harm.

48. As a result of the extreme, and outrageous conduct of Defendant, ALI AKHTAR, the corporate veil may be pierced.

49. As a result of the extreme, and outrageous conduct of Defendants, Plaintiff has been damaged in an amount to be determined at trial, but in no event less than Seventy Five Thousand (\$75,000.00) Dollars, and in excess of the jurisdiction of all lower courts, plus costs and attorney's fees, with penalties accruing from on or about October 31, 2020, and continuing.

AS AND FOR A THIRD CAUSE OF ACTION
(Unjust Enrichment)

50. Plaintiff repeats, reiterates, realleges and incorporates by reference, each and every allegation contained in paragraphs 1 through 49 above as if fully restated herein.

51. Defendants, ALI AKHTAR and OAKTREE DEVELOPERS CORP, were unjustly enriched through their actions of accepting the sum of Forty Four Thousand Nine Hundred Fifty (\$44,950.00) Dollars from Plaintiff with the understanding that it was for the purpose of performing a renovation project at Plaintiff's business and for Plaintiff's benefit.

52. Plaintiff expected to the project to be completed in consideration for those monies paid to Defendants.

53. Plaintiff has thus been permanently deprived of the funds transferred to Defendants that that Plaintiff believed was for the renovation project at Plaintiff's business and for Plaintiff's benefit.

54. Based on the foregoing, Plaintiff has suffered and continues to suffer serious economic harm.

55. As a result, Plaintiff has been damaged in an amount to be determined at trial, and in excess of the jurisdiction of all lower courts, plus costs and attorney's fees.

AS AND FOR A FOURTH CAUSE OF ACTION
(Breach of Covenant of Good Faith and Fair Dealing)

56. Plaintiff repeats, reiterates, realleges and incorporates by reference, each and every allegation contained in paragraphs 1 through 55 above as if fully restated herein.

57. Defendant, ALI AKHTAR, fraudulently misrepresented that he would purchase lead, and other materials necessary to perform the renovation project, and agreed to pay subcontractors with monies paid to Defendant by Plaintiff.

58. Based on Defendant, ALI AKHTAR'S, representations, Defendant received funds from Plaintiff for the agreed and intended purpose of performing and completing a renovation project.

59. Defendant was obligated to exercise his governance over the funds transferred by Plaintiff, in good faith.

60. Defendant, ALI AKHTAR, in bad faith, improperly diverted Plaintiff's funds.

61. As part of a fraudulent scheme, Defendant, ALI AKHTAR, exercised his governance over the funds transferred by Plaintiff in a manner resulting in the deprivation of Plaintiff's benefit of his bargain with Defendant, ALI AKHTAR.

62. As a result of Defendant's Breach of the Covenant of Good Faith and Fair Dealing, Plaintiff is entitled to damages in excess of the jurisdiction of all lower courts, and has been damaged in an amount to be determined at trial.

AS AND FOR A FIFTH CAUSE OF ACTION
(Negligence)

63. Plaintiff repeats, reiterates, realleges and incorporates by reference, each and every allegation contained in paragraphs 1 through 62 above as if fully restated herein.

64. Defendants, ALI AKHTAR and OAKTREE DEVELOPERS CORP, being, upon information and belief, a duly organized and licensed construction corporation under the laws of

the State of New York, had a duty to perform its obligations under the contract in a workmanlike manner.

65. Defendants breached this duty by, without an acceptable degree of expertise, failing to properly and accurately examine, prepare, construct, obtain and or use the correct materials and properly install said materials; failing to use the proper equipment, improperly using said equipment; failing to employ competent and skilled laborers as necessary; failing to use that degree of care required; failing to be competent in performing that work specified in the contract, to wit, Defendant did not perform the labor and or work that was agreed, charged for work that was not undertaken, collected payment for materials not provided and for work which was not undertaken and/or undertaken in a manner inferior to what was agreed upon, and below that standard that is commercially reasonable.

66. Defendants' unworkmanlike performance of the construction job it undertook for Plaintiff caused Plaintiff to have to resort to obtaining substitute performance of other contractors at significant expense.

67. Plaintiff has sustained an economic loss because of Defendants' breach of its duty to perform in a workmanlike manner.

68. Based on the foregoing, Plaintiff is entitled to damages in excess of the jurisdiction of all lower courts, and has been damaged in an amount to be determined at trial.

AS AND FOR A SIXTH CAUSE OF ACTION
(Conversion)

69. Plaintiff repeats, reiterates, realleges and incorporates by reference, each and every allegation contained in paragraphs 1 through 68 above as if fully restated herein.

70. The Defendants, ALI AKHTAR and OAKTREE DEVELOPERS CORP, has Converted to their own use monies paid and construction materials belonging to Plaintiff.

71. By reason of the Conversion of said materials and funds, Plaintiff is entitled to be adjudged owner of the materials and entitled to the immediate possession of the same and that it be delivered to the Plaintiff, and in case possession thereof cannot be given to the Plaintiff, Plaintiff is entitled to the sum of the value of the materials and a return of monies paid, in an amount in excess of the jurisdiction of all lower courts, and in an amount to be determined at trial, together with costs and disbursements.

WHEREFORE, Plaintiff demands judgment as against Defendants in the First through Sixth Causes of Action, together with costs, attorney's fees, disbursements, and interest thereon, and for contractual penalties to be assessed, in a sum of money which exceeds jurisdictional limits of the Court, and for such other and further relief as this Court deems just and proper.

Dated: Great Neck, New York
March 1, 2021

Respectfully submitted,

By: _____
Raymond D. Radow, Esq.
Radow Law Group, P.C.
Attorneys for Flushing Vascular Center LLC
1010 Northern Blvd., Suite 304
Great Neck, NY 11021
(516) 338-7800

TO:
Ali Akhtar
179 E. 5th Street
Brooklyn, NY 11218

Oaktree Developers Corp
179 E. 5th Street
Brooklyn, NY 11218

Oaktree Developers Corp
75 Pearl Street
Brooklyn, NY 11201

CORPORATE VERIFICATION

STATE OF NEW YORK)
 SS:
COUNTY OF NASSAU)

Daniel Shifteh, M.D., being sworn, states:

I am the Managing Member of Flushing Vascular Center, LLC, the Plaintiff in this action, and I have read the foregoing Summons and Verified Complaint, and know its contents. The claims and matters alleged therein are true to my knowledge, except as to matters alleged upon information and belief, and as to those matters, I believe them to be true.

Dated: March 1, 2021

Daniel Shifteh, MD

Daniel Shifteh, M.D., Managing Member
Flushing Vascular Center, LLC

On the ___ day of March in the year 2021, by videoconference in compliance with Governor Andrew Cuomo’s Executive Order 202.7 (2020) as extended, before me, the undersigned, appeared Daniel Shifteh, M.D., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Index No.:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

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FLUSHING VASCULAR CENTER, LLC,

Plaintiff,

-against-

ALI AKHTAR and OAKTREE DEVELOPERS CORP,

Defendants.

-----X

SUMMONS AND VERIFIED COMPLAINT

Signature (RULE 130-1.1a) _____

RADOW LAW GROUP, P.C.

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