

Index No. 700829/14
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

CHRISTOS MASTROKYRIAKOS,

Plaintiff,

-against-

FEDERATION OF HELLENIC SOCIETIES OF
GREATER NEW YORK, INC.,

Defendant.

SUMMONS AND COMPLAINT

MARC P. GERSHMAN, ESQ.
Attorney for Plaintiff
263 Mineola Boulevard
Mineola, New York 11501
(516) 279-6981

Pursuant to 22 NYCRR 130-1.1a



MARC P. GERSHMAN

Service of a copy of the within is hereby admitted

Dated: _____

Attorney for

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X Index No.: 700829/14
CHRISTOS MASTROKYRIAKOS

Plaintiff,

-against-

VERIFIED COMPLAINT

FEDERATION OF HELLENIC SOCIETIES OF
GREATER NEW YORK, INC.

Defendant.

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Plaintiff, by his attorney, MARC P. GERSHMAN, ESQ., complaining of the Defendant, alleges as follows:

1. At all times hereinafter mentioned, Plaintiff was and still is a resident of the County of Nassau and State of New York.
2. Upon information and belief, at all times hereinafter mentioned, Defendant FEDERATION OF HELLENIC SOCIETIES OF GREATER NEW YORK, INC. (hereinafter "Defendant") was and still is a domestic not for profit corporation, formed and existing under and pursuant to the laws of the State of New York.
3. Upon information and belief, at all times hereinafter mentioned, Defendant was and still is conducting business and is located at 22-51 29th Street, Astoria, New York.
4. Upon information and belief, at all times hereinafter mentioned, Defendant is the owner of the real property commonly known as and located at 22-51 29th Street, Astoria, New York, Block 844, Lots 13-16 (hereinafter "Real Property").
5. Upon information and belief, at all times hereinafter mentioned, Defendant, is a Not For Profit Corporation, is run by its Board of Directors and Officers.

6. Upon information and belief, at all times hereinafter mentioned, Defendant is comprised of various Greek associations.

7. Upon information and belief, at all times hereinafter mentioned, each association is considered a member of Defendant.

8. Upon information and belief, at all times hereinafter mentioned, the Defendant's bylaws require that each member of Defendant consists of an association that contains as a minimum, twenty five (25) members.

9. Upon information and belief, at all times hereinafter mentioned, the Defendants bylaws provide that each member association must present a list of all of its members and its activities.

10. Upon information and belief, at all times hereinafter mentioned, the Defendant's bylaws provide that each member association must provide documentation to the Defendant that each member of the association has paid their respective dues and that the association is not for profit.

11. At all times hereinafter mentioned, MUTUAL SOCIETY OF AIGIOTES VOSTITSA (hereinafter "Society") is a member association of Defendant.

12. At all times hereinafter mentioned, Plaintiff is a member of Society and is Society's representative to Defendant.

13. Upon information and belief, at all times hereinafter mentioned, the Defendant's bylaws provide that all expenditures and/or checks in excess of \$5,000.00 must be approved by the General Assembly.

14. Upon information and belief, at all times hereinafter mentioned, the Defendant's bylaws provide that all checks in excess of \$5,000.00 can only be signed by certain officers.

15. Upon information and belief, the Defendant's bylaws prohibit its members from conducting personal business at the Real Property.

16. Upon information and belief, the Defendant's bylaws prohibit its members from conducting fraudulent activities at the Real Property.

17. Upon information and belief, the Defendant's bylaws prohibit its members from conducting profit ventures at the Real Property.

18. Upon information and belief, the Defendant's bylaws and certificate of incorporation prohibit it from conducting for profit ventures.

19. Upon information and belief, at all times hereinafter mentioned, PETROS GALTOULAS (hereinafter "PETROS") is an officer of the Defendant.

20. Upon information and belief, PETROS is a member of one of the associations at Defendant.

AS AND FOR A FIRST CAUSE OF ACTION

21. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through and including "20" of the Complaint as if more fully set forth herein.

22. Commencing in or about 2012 and continuing to the present, Defendant has permitted, consented to and participated in numerous violations of Defendant's bylaws.

23. Defendant has permitted and consented to the perpetration of numerous fraudulent activities by one of its officers.

24. Defendant through its actions and inactions has induced the members of the various associations to believe that all of the improper actions of the officer(s) were conducted with the knowledge and consent of Defendant.

25. Upon information and belief, at all times hereinafter mentioned, Defendant has provided PETROS with an office at the Real Property.

26. Commencing in or about 2012 and continuing to the present, PETROS with the Defendant's knowledge and consent has conducted personal business ventures and fraudulent activities from his office at the Real Property.

27. Commencing in or about 2012 and continuing to the present, PETROS, with the Defendant's knowledge and consent, has been conducting various fraudulent scams from his office and at the Real Property.

28. The activities of PETROS have been conducted under the auspices of his position as an officer of Defendant.

29. In or about 2013, PETROS, while at the Real Property and under the guise of authority by Defendant, solicited Plaintiff to invest in an allegedly on going shipping/transport business in Greece.

30. In or about 2013, PETROS, while at the Real Property and under the guise of authority of Defendant, advised Plaintiff that he had established a business in Greece that transported cargo, trailers, and would ferry people between a port in Greece (City of Thessaloniki) and a port in Turkey (Smyrna).

31. At the same time, PETROS further represented that the business was established and operational.

32. In or about 2013 PETROS, while at the Real Property and under the guise of authority of Defendant, represented to Plaintiff that the company would have a monthly income of 2,475,000.00 Euros, while its monthly expenses only totaled 1,150,000.00 Euros.

33. In or about 2013, PETROS, while at the Real Property and under the guise of authority of Defendant, represented to Plaintiff that for a \$268,000.00 U.S. dollar investment, Plaintiff would be ten (10%) percent owner of the company.

34. In or about 2013, PETROS, while at the Real Property and under the guise of authority of Defendant, further represented to Plaintiff that as a ten (10%) percent owner of the company, Plaintiff's interest would entitle him to 132,500.00 Euros per month.

35. In or about May 2013, PETROS, while at the Real Property and under the guise of authority of Defendant, further represented to Plaintiff, that Plaintiff would shortly see a return on his investment and would almost immediately begin seeing his monthly income of approximately 132,500.00 Euros.

36. The aforementioned and other representations were made by PETROS from his office at the Real Property.

37. On or about May 22, 2013, Plaintiff, based upon the representations, wired to and/or for the benefit of PETROS the sum of \$268,000.00 U.S. dollars.

38. Subsequent thereto, PETROS, while at the Real Property and under the guise of authority of Defendant, advised Plaintiff that he would require additional funds for the company's operations.

39. At that time, PETROS requested that the funds be a loan and not an investment.

40. PETROS, while at the Real Property and under the guise of authority of Defendant, represented to Plaintiff that if he loaned PETROS the sum of U.S. \$400,000.00, that PETROS would repay him no later than the first week of August 2013.

41. At that time, PETROS represented to Plaintiff that with this loan, the company would be operating no later than the middle of July 2013 and that it would be generating sufficient income to help repay the loan no later than the first week of August 2013.

42. Based upon the aforementioned representations, Plaintiff wired to and or for the benefit of PETROS the sum of U.S. \$415,000.00.

43. At the time PETROS was making his representations to Plaintiff, Defendant was aware of PETROS'S actions and activities.

44. At the time PETROS was making his representations to Plaintiff, Defendant was aware or should have been aware of PETROS'S actions and activities.

45. In or about the summer of 2013, Plaintiff went to Greece and discovered that there was no ongoing business and that the entire investment was a scam.

46. PETROS, through his position as officer of Defendant, gave the appearance that Defendant consented to, was aware of and supported his activities.

47. As a result of all of the representations made by PETROS, Plaintiff did wire to or on behalf of PETROS the sum of U.S. \$683,000.00.

48. That the representations by PETROS were false when made and were made solely to induce Plaintiff to wire the funds.

49. That the actions by PETROS were performed with the knowledge and consent of Defendant.

50. The Defendant was aware both prior to and after the actions by PETROS that he was performing improper activities at the Real Property, and that the actions were condoned by Defendant.

51. Despite Defendant's knowledge of the fraudulent activities by PETRO, Defendant continues to allow PETROS to conduct business at Defendant.

52. Despite the Defendant's knowledge of the fraudulent activities by PETRO, Defendant continues to allow PETROS to conduct fraudulent activities at the Real Property.

57. If not for the representations by PETROS, Plaintiff would not have wired any of the funds.

58. PETROS was aware that the representations being made by him were reckless, untrue and were made with the intention of inducing Plaintiff to wire money for and/or on behalf of PETROS.

59. Plaintiff relied upon the false misrepresentations and in relying upon them, wired the aforementioned sum to and/or on behalf of PETROS.

60. Had Plaintiff been aware of the truth of the representations, Plaintiff would not have wired any of the funds.

56 Defendant was aware of the false and fraudulent representations by PETROS and did not attempt to cease his activities.

57. Upon information and belief, PETROS, with the knowledge and consent of Defendant is perpetrating a Ponzi scheme at the Real Property.

58. Upon information and belief, PETROS, while at the Real Property and while acting as an officer of Defendant has solicited funds from others concerning his out of the country company.

59. Upon information and belief, PETROS, while at the Real Property and while acting as an officer of Defendant has offered security against real property owned by Defendant in return for the providing of funds.

60. Upon information and belief, the security offered by PETROS is the same security that PETROS had previously provided to Plaintiff.

61. Defendant was and has been aware of the actions of PETROS and has failed to take any steps to remedy and/or cease his activities.

62. Upon information and belief, while located at the Real Property and while acting as an officer of Defendant, PETROS has attempted to solicit funds from other members of the Defendant to allegedly perform an appraisal of a piece of art that he contends is worth several hundred million dollars.

63. Upon information and belief, while acting as an officer of Defendant, PETROS has offered the other members an interest in the commission for the sale of the alleged piece of art in return for the funds provided.

64. PETROS has represented to the members that he has been commissioned to sell the piece of art allegedly worth several hundred million dollars.

65. PETROS is attempting to fraudulently induce other members to loan him funds with the knowledge that he does not have the authority to sell the piece of art.

66. The Defendant is aware of PETROS'S activities concerning the sale of the art and has failed to take any steps to remedy and/or cease his activities.

67. Defendant is aware that PETROS is acting and committing his actions under the auspices as an officer of Defendant.

68. As a result of PETRO'S fraudulent actions, Plaintiff has commenced an action against PETRO.

69. As a result of Defendant's actions, Defendant is responsible for all damages suffered by Plaintiff.

FAX FOR

ALEX STEFANOPOULOS

EMERGENCY

AS AND FOR A SECOND CAUSE OF ACTION

70. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through and including "69" of the Complaint as if more fully set forth herein.
71. During the past several years, Defendant has continuously and willfully violated its bylaws to the direct detriment of its member associations and their respective members.
72. Upon information and belief, not every association consists of at least twenty (25)

members as required by the Defendant's bylaws.

73. Upon information and belief, Defendant has not required each association to provide a list of all of its member and activities as required by the Defendant's bylaws.

74. Upon information and belief, Defendant has not required each association to provide proof that each of its members has paid their respective dues and that it is not for profit entity as required by Defendant's bylaws.

75. Upon information and belief, the Defendant's bylaws provide for a certain officer to perform the duties of verifying the associations membership, its list of member and activities and that its members have paid their dues.

76. Upon information and belief, PETROS, in his position as officer, is responsible to document that each association has at least twenty-five (25) members; that each association has provided a list of its membership and activities, that each member of each association has paid their required dues and that the association is not for profit.

77. Despite the Defendant's bylaws, PETROS has willfully failed to fulfill his obligations.

78. Upon information and belief, PETROS is a representative of his association.

79. Upon information and belief, PETROS'S association does not have the required number of members.

80. Defendant is and has been aware of the improper actions of PETROS.

81. Defendant has further ignored and violated its bylaws by issuing checks without the proper signatures and obtaining the proper consent.

82. During 2013, through the actions of PETROS, Defendant leased out Carnegie Hall for a concert (hereinafter "Carnegie Hall Venture").

83. Upon information and belief, PETROS negotiated the costs and arrangements for the Carnegie Hall Venture.

84. Pursuant to the Defendant's bylaws, the cost and expenditures for the Carnegie Hall Venture required the vote of the General Assembly.

85. Defendant failed to abide by the bylaws and did not submit the cost and approval of the expense to the General Assembly.

86. That the appropriate officers did not and/or refused to execute the check(s) for the Carnegie Hall Venture.

87. Upon information and belief, PETROS was one of the individuals who executed the check(s) for the Carnegie Hall Venture.

88. Upon information and belief, PETROS was not one of the authorized signatures required for such expenditure.

89. Upon information and belief, Defendant's expenditures for the Carnegie Hall Venture exceeded the funds received for it.

90. As a result of the aforementioned actions, the Defendant lost and wasted funds on the Carnegie Hall Venture.

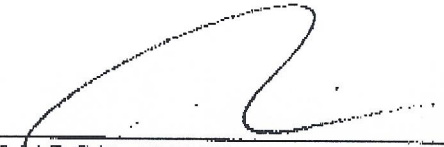
91. Upon information and belief, the bylaws are designed to shield and prevent the abuse of Defendant's funds.
92. Defendant has acted improperly by not complying with its bylaws to the detriment of all of its members.
93. Upon information and belief, the Real Property does not have a certificate of occupancy allowing it to let out its social hall.
94. Upon information and belief, in direct violation of its certificate of incorporation and bylaws, Defendant has let out the Real Property for profit to individuals/entities that are not affiliated with Defendant.
95. Upon information and belief, Defendant does not have a public assembly permit.
96. Upon information and belief, Defendant rents out the Real Property for profit without complying with the applicable rules and regulations of the governing authorities.
97. Upon information and belief, Defendant fails to declare the income that it receives for letting out the Real Property.
98. Defendant's actions are in direct violation of its bylaws and certificate of incorporation.
99. The actions of Defendant can and will subject the Defendant, its members, officers and directors to potential liability.
100. As a result of the foregoing, the Defendant and its officers should be held accountable for all wrong doings and liability.

WHEREFORE, Plaintiffs demand judgment against the Defendant as follows:

1. On the first cause of action, a judgment in the amount of \$268,000.00;
2. On the second cause of action, such amounts as the Court should determine; and

3. Together with such other and further relief as the Court may deem just and proper, together with the costs and disbursements of this action.

Dated: Mineola, New York
January 29, 2014



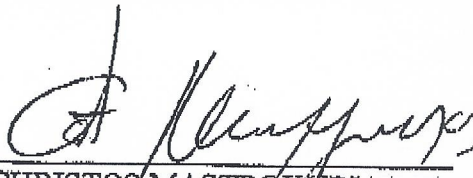
MARC P. GERSHMAN, ESQ.

MARC P. GERSHMAN, ATTORNEY AT LAW
Attorney for Plaintiffs
263 Mineola Boulevard
Mineola, New York 11501
(516) 279-6981

I am the Plaintiff in the within action, I have read the foregoing Verified

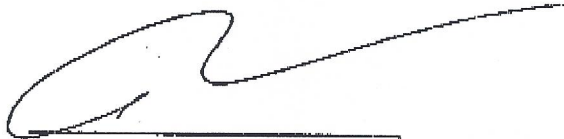
Complaint and know the contents thereof.

The same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief and as to those matters, I believe it to be true.


CHRISTOS MASTROKRYIAKOS

MORTMAN

Sworn to before me this
29th day of January, 2014.



Notary Public

MARC P. GERSHMAN
Notary Public, State of New York
No. 02GE4901405
Qualified in Suffolk County
Commission Expires June 29, 2017