

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
HATIXBE BAJRUSHI, INDIVIDUALLY, AND
AS THE NATURAL PARENT OF INFANT
GANI BAJRUSHI,

Plaintiffs,

-against-

THE TRUMP ORGANIZATION, INC.,
MATTHEW CALAMARI, JAMES GRAU,
DOMINIC PEZZA AND MICHAEL NICOLE,

Defendants.

Index No. 95/128881

VERIFIED
ANSWER AND
AFFIRMATIVE
DEFENSES

FILED

FEB 9 1996

COUNTY CLERK'S OFFICE
NEW YORK

-----X
Defendants the Trump Corporation, Inc., doing business as The Trump Organization (incorrectly sued herein as The Trump Organization, Inc.), Matthew Calamari, James Grau, Domenic Pezzo (incorrectly sued herein as Dominic Pezza), and Michael Nicoll (incorrectly sued herein as Michael Nicole) (together, the "defendants") for their verified answer to the verified complaint of plaintiffs HatixBe Bajrushi ("HatixBe") and Gani Bajrushi ("Gani"), respond as follows:

1. Deny knowledge and information sufficient to form a belief as to the truth of each and every allegation set forth in paragraph one of plaintiffs' complaint.

2. Deny knowledge and information sufficient to form a belief as to the truth of each and every allegation set forth in paragraph two of plaintiffs' complaint.

3. Admit that the Trump Corporation, Inc. is a corporation organized under state law, with a principal place of business at 725 Fifth Avenue, New York, New York and, except as so admitted, deny each and every allegation set forth in paragraph three of plaintiffs' complaint.

4. Admit the allegations in paragraph four of plaintiffs' complaint.

5. Admit that James Grau resides at 200 East 69th Street, New York, NY and that he is the brother-in-law of Donald Trump and, except as so admitted, deny each and every allegation set forth in paragraph five of plaintiffs' complaint.

6. Admit the allegations in paragraph six of plaintiffs' complaint.

7. Admit the allegations in paragraph seven of plaintiffs' complaint.

8. Admit that from April 1991 through September 22, 1995, Daut Bajrushi ("Daut") was employed as superintendent at the Trump Palace and, except as so admitted, deny knowledge and information sufficient to form a belief as to

the truth of each and every allegation set forth in paragraph eight of plaintiffs' complaint.

9. Admit that the Trump Palace permitted Daut, in his capacity as superintendent, to use a basement office and, except as so admitted, deny each and every allegation set forth in paragraph nine of plaintiffs' complaint.

10. Deny knowledge and information sufficient to form a belief as to the truth of each and every allegation set forth in paragraph ten of plaintiffs' complaint.

11. Deny each and every allegation set forth in paragraph eleven of plaintiffs' complaint.

12. Deny each and every allegation set forth in paragraph twelve of plaintiffs' complaint.

13. Deny knowledge and information sufficient to form a belief as to the truth of each and every allegation set forth in paragraph thirteen of plaintiffs' complaint.

14. Deny each and every allegation set forth in paragraph fourteen of plaintiffs' complaint.

23. Deny each and every allegation set forth in paragraph twenty three of plaintiffs' complaint.

15. Deny knowledge and information sufficient to form a belief as to the truth of each and every allegation set forth in paragraph fifteen of plaintiffs' complaint.

16. Deny each and every allegation set forth in paragraph sixteen of plaintiffs' complaint.

17. Deny each and every allegation set forth in paragraph seventeen of plaintiffs' complaint.

18. Deny each and every allegation set forth in paragraph eighteen of plaintiffs' complaint.

19. Deny each and every allegation set forth in paragraph nineteen of plaintiffs' complaint.

20. Deny each and every allegation set forth in paragraph twenty of plaintiffs' complaint.

21. Deny each and every allegation set forth in paragraph twenty-one of plaintiffs' complaint.

22. Deny each and every allegation set forth in paragraph twenty-two of plaintiffs' complaint.

23. Deny each and every allegation set forth in paragraph twenty-three of plaintiffs' complaint.

four of plaintiffs' complaint.

25. Admit that HatixBe made a telephone call in which she spoke a foreign language and, except as so admitted, deny each and every allegation set forth in paragraph twenty-five of plaintiffs' complaint.

26. Admit that New York City Police Officers were present at the Trump Palace on September 22, 1995 and, except as so admitted, deny knowledge and information sufficient to form a belief as to the truth of each and every allegation set forth in paragraph twenty-six of plaintiffs' complaint.

27. Admit that the police were present at the Trump Palace on September 22, 1995 and, except as so admitted, deny each and every allegation set forth in paragraph twenty-seven of plaintiffs' complaint.

28. Deny each and every allegation set forth in paragraph twenty-eight of plaintiffs' complaint.

ANSWERING THE FIRST CAUSE OF ACTION

29. Defendants repeat and reallege each and every response set forth in paragraphs 1-28 of this answer as if fully set forth herein.

30. Deny each and every allegation set forth in paragraph thirty of plaintiffs' complaint.

24. Deny each and every allegation set forth in paragraph twenty-four of plaintiffs' complaint.

25. Admit that HatixBe made a telephone call in which she spoke a foreign language and, except as so admitted, deny each and every allegation set forth in paragraph twenty-five of plaintiffs' complaint.

26. Admit that New York City Police Officers were present at the Trump Palace on September 22, 1995 and, except as so admitted, deny knowledge and information sufficient to form a belief as to the truth of each and every allegation set forth in paragraph twenty-six of plaintiffs' complaint.

27. Admit that the police were present at the Trump Palace on September 22, 1995 and, except as so admitted, deny each and every allegation set forth in paragraph twenty-seven of plaintiffs' complaint.

28. Deny each and every allegation set forth in paragraph twenty-eight of plaintiffs' complaint.

ANSWERING THE FIRST CAUSE OF ACTION

29. Defendants repeat and reallege each and every response set forth in paragraphs 1-28 of this answer as if fully set forth herein.

30. Deny each and every allegation set forth in paragraph thirty of plaintiffs' complaint.

31. Deny each and every allegation set forth in paragraph thirty-one of plaintiffs' complaint.

32. Deny each and every allegation set forth in paragraph thirty-two of plaintiffs' complaint.

33. Deny each and every allegation set forth in paragraph thirty-three of plaintiffs' complaint.

34. Deny each and every allegation set forth in paragraph thirty-four of plaintiffs' complaint.

35. For purposes of this lawsuit, admit that Mr. Calamari, Mr. Pezzo, and Mr. Nicoll were acting within the course of their employment with the Trump Corporation, Inc., but specifically deny that they performed any acts alleged in the complaint, that they responsible for any wrongdoing, and that they or the Trump Corporation, Inc., have any liability and, except as so admitted, deny each and every allegation set forth in paragraph thirty-five of plaintiffs' complaint.

36. Deny each and every allegation set forth in paragraph thirty-six of plaintiffs' complaint.

37. Deny each and every allegation set forth in paragraph thirty-seven of plaintiffs' complaint.

38. Deny each and every allegation set forth in paragraph thirty-eight of plaintiffs' complaint.

ANSWERING THE SECOND CAUSE OF ACTION

39. Defendants repeat and reallege each and every response set forth in paragraphs 1-38 of this answer as if fully set forth herein.

40. Deny each and every allegation set forth in paragraph forty of plaintiffs' complaint.

41. Deny each and every allegation set forth in paragraph forty-one of plaintiffs' complaint.

42. Deny each and every allegation set forth in paragraph forty-two of plaintiffs' complaint.

43. Deny each and every allegation set forth in paragraph forty-three of plaintiffs' complaint.

44. Deny each and every allegation set forth in paragraph forty-four of plaintiffs' complaint.

ANSWERING THE THIRD CAUSE OF ACTION

45. Defendants repeat and reallege each and every response set forth in paragraphs 1-44 of this answer as if fully set forth herein.

paragraph fifty four of plaintiffs' complaint.

46. Deny each and every allegation set forth in paragraph forty-six of plaintiffs' complaint.

47. Deny each and every allegation set forth in paragraph forty-seven of plaintiffs' complaint.

48. Deny each and every allegation set forth in paragraph forty-eight of plaintiffs' complaint.

49. Deny each and every allegation set forth in paragraph forty-nine of plaintiffs' complaint.

50. Deny each and every allegation set forth in paragraph fifty of plaintiffs' complaint.

51. Deny each and every allegation set forth in paragraph fifty-one of plaintiffs' complaint.

52. Deny each and every allegation set forth in paragraph fifty-two of plaintiffs' complaint.

ANSWERING THE FOURTH CAUSE OF ACTION

53. Defendants repeat and reallege each and every response set forth in paragraphs 1-52 of this answer as if fully set forth herein.

54. Deny each and every allegation set forth in paragraph fifty-four of plaintiffs' complaint.

55. Deny each and every allegation set forth in paragraph 55 of plaintiffs' complaint.

56. Deny each and every allegation set forth in paragraph fifty-six of plaintiffs' complaint.

57. Deny each and every allegation set forth in paragraph fifty-seven of plaintiffs' complaint.

58. Deny each and every allegation set forth in paragraph fifty-eight of plaintiffs' complaint.

FACTS PERTAINING TO DEFENDANTS' AFFIRMATIVE DEFENSES

Overview

59. As the plaintiffs well knew at all relevant times, the Trump Corporation, Inc. acted as the authorized agent of the Trump Palace with regard to various matters including security.

60. As noted earlier, and as the plaintiffs also well knew, Messrs. Calamari, Pezzo, and Nicoll were at all relevant times employees of the Trump Corporation, Inc., and were acting on behalf of the Trump Palace.

61. Daut Bajrushi, alias Bob Bajrushi, who is alleged to be the husband of plaintiff HatixBe, alias Tina Bajrushi, and the father of plaintiff Gani, was employed as the superintendent at the Trump Palace, located at 200 East 69th

Street in New York City, beginning in April 1991 and continuing through September 22, 1995.

62. As part of his employment, Daut was provided with the use of the superintendent's office located in the basement of the Trump Palace, and he and his family (plaintiffs) were provided with an apartment in the luxury building.

63. As an employee of the Trump Palace, Daut was at all times bound to exercise the utmost loyalty, honesty, and good faith in the performance of his duties. Thus, he is required to account to his employer for secret profits and to forfeit his right to compensation for services rendered by him where, as occurred in the matter at bar, he proves disloyal, dishonest, and to have acted in bad faith.

64. As an employee he warranted and represented each time that he received compensation from his employer that he had committed no act of disloyalty, dishonesty, or bad faith, the disclosure of which would cause his termination.

65. Daut, aided and abetted by, and acting in concert and as a co-schemer with HatixBe, wrongfully engaged in acts of disloyalty, dishonesty, and bad faith, perpetrating a number of schemes to defraud the Trump Palace, resulting in the violation of the duties Daut owed to the Trump Palace.

66. HatixBe, by reason of her having aided and abetted, acted in concert with, and been the co-schemer of Daut in his acts of disloyalty, dishonesty, and bad faith, and by her wrongful actions designed to prevent the discovery thereof through her attempts to remove, destroy, and otherwise tamper with evidence of Daut's on-going misconduct, is a joint tortfeasor with him.

The Bajrushis' Misconduct

67. Upon information and belief, Daut, without the knowledge or consent of the Trump Palace, during the course of his employment, beginning on or about April 1991 and continuing until on or about September 1995, operated a contracting company called GDB Construction, which he utilized to carry out certain of his fraudulent activities. In his capacity as the superintendent of the Trump Palace, Daut came to learn of many tenants who sought to have work done in their private apartments. Daut not only secretly converted these opportunities to his own benefit by referring these tenants to his own contracting company, but he also used other Trump Palace employees to perform such work for the tenants during the hours in which they were supposed to be working for the benefit of the Trump Palace, and for which they were paid by the Trump Palace.

68. Thus, Daut not only misused his power as superintendent to convert business opportunities for himself, but he also essentially co-opted other

Trump Palace employees to serve as a cost-free workforce for GDB. Such secretive conduct was a direct and willful breach of the duties of loyalty, honesty, and good faith which Daut owed to his employer, the Trump Palace.

69. Upon information and belief, the work done by GDB for the benefit of Daut, and in violation of his fiduciary duties of loyalty, honesty, and good faith, included, but was not limited to, the following:

a. On March 17, 1995, GDB contracted with Barron Property Management to perform services in apartment 16A, 200 East 69th Street.

b. On July 24, 1995, GDB contracted with Doris Lee to perform services in apartment 6D, 200 East 69th Street.

c. On August 3, 1995, GDB contracted with REDAC to perform services in apartment 8K, 200 East 69th Street.

d. These and similar wrongful, unauthorized acts at the expense of the Trump Palace were performed on at least eighty (80) occasions by GDB and Daut for Trump Palace residents. Additional examples of such wrongful acts are scheduled in Exhibit A hereto and incorporated herein by reference.

70. In addition to violating his fiduciary duties, Daut's conduct was also in violation of the published Building Rules and Regulations:

No private work of any kind is to be done for a Resident either during your work hours or after hours on your own time. This

rule has no exceptions. You are to perform the duties for which you were hired only.

(Emphasis in original).

False Time Punching And Embezzlement of Paychecks

71. Upon information and belief, beginning in or about April 1991 and continuing until on or about September 1995, Daut perpetrated a scheme in which the time cards of Trump Palace employees were punched at times when the employees were not at work. On many such occasions, the workers' pay checks for the time would then be cashed by Daut either directly or through a relative's account.

72. Daut's actions, which constitute embezzlement from the Trump Palace, were in violation of his fiduciary duties, as well as a breach of the published Building Rules and Regulations:

No employee may punch a time card for another employee under any circumstances. Any employee in violation of this rule is subject to immediate dismissal.

Eavesdropping and Recording

73. Upon information and belief, beginning on or about April 1991 and continuing until on or about September 1995, Daut illegally installed an electronic device that enabled him to monitor and record telephone calls being placed by employees (but not by residents) inside the Trump Palace.

without the knowledge or consent of the participants, even though he was not a participant in the conversations.

75. Upon information and belief, on September 22, 1995, HatixBe attempted to remove tapes reflecting intercepted conversations and recording equipment from the Trump Palace superintendent's office for the purpose of furthering Daut's schemes by concealing such evidence of his misconduct.

Attempted Theft Of Microwave Ovens

76. Upon information and belief, prior to the completion of the Trump Palace, Daut engaged in a scheme to steal a large number of microwave ovens that were to be installed in the newly constructed apartments.

HatixBe's Participation In The Schemes

77. Upon information and belief, HatixBe was aware of Daut's misconduct and aided and abetted, and acted in concert and as a co-schemer with him in such misconduct.

78. Upon information and belief, HatixBe knowingly shared in the wrongfully obtained proceeds of Daut's schemes, and, as is detailed below, furthered the schemes by preventing the discovery of evidence thereof through her acts of attempting to remove, destroy, and otherwise tamper with such evidence.

74. Upon information and belief, Daut recorded said telephone calls without the knowledge or consent of the participants, even though he was not a participant in the conversations.

75. Upon information and belief, on September 22, 1995, HatixBe attempted to remove tapes reflecting intercepted conversations and recording equipment from the Trump Palace superintendent's office for the purpose of furthering Daut's schemes by concealing such evidence of his misconduct.

Attempted Theft Of Microwave Ovens

76. Upon information and belief, prior to the completion of the Trump Palace, Daut engaged in a scheme to steal a large number of microwave ovens that were to be installed in the newly constructed apartments.

HatixBe's Participation In The Schemes

77. Upon information and belief, HatixBe was aware of Daut's misconduct and aided and abetted, and acted in concert and as a co-schemer with him in such misconduct.

78. Upon information and belief, HatixBe knowingly shared in the wrongfully obtained proceeds of Daut's schemes, and, as is detailed below, furthered the schemes by preventing the discovery of evidence thereof through her acts of attempting to remove, destroy, and otherwise tamper with such evidence.

79. On September 22, 1995, defendants became aware of the fact that plaintiffs were in the superintendent's office of the Trump Palace attempting to remove, destroy, and otherwise tamper with documents and other materials incriminating Daut in his schemes.

80. In an effort to prevent plaintiffs from removing, destroying, or otherwise tampering with the evidence of Daut and HatixBe's willful misconduct, defendants Calamari and Nicoll went to the Trump Palace superintendent's office where they encountered plaintiffs.

81. Defendants Calamari and Nicoll repeatedly told plaintiffs that they were free to leave and that they could take any personal property that they wished, but that they could not remove any Trump Palace property and could not remove, destroy, and otherwise tamper with documents and other materials incriminating Daut in his schemes.

FIRST AFFIRMATIVE DEFENSE

82. The alleged incident and injuries and/or damages allegedly sustained by plaintiffs as set forth in plaintiffs' complaint were wholly or in part caused by plaintiffs' culpable conduct, in that plaintiffs were present at the Trump Palace on the date of the alleged incident for the purpose of furthering Daut's

schemes by preventing the discovery of evidence thereof, through their acts of attempting to remove, destroy, and otherwise tamper with evidence of the on-going misconduct perpetrated by Daut.

SECOND AFFIRMATIVE DEFENSE

83. If plaintiffs sustained injuries and/or damages as alleged in the complaint, such damages were the result of plaintiffs' assumption of the risk in that their presence at the Trump Palace on the date of the alleged incident was for the purpose of furthering Daut's schemes by preventing the discovery of evidence thereof, through their acts of attempting to remove, destroy, and otherwise tamper with evidence of the on-going misconduct perpetrated by Daut.

THIRD AFFIRMATIVE DEFENSE

84. If plaintiffs have received remuneration and/or compensation for some or all of their claimed economic loss, or will with reasonable certainty receive remuneration and/or compensation for the alleged loss in the future, defendants are entitled to have any award granted to plaintiffs reduced by the amount of remuneration and/or compensation pursuant to CPLR § 4545 (c).

FOURTH AFFIRMATIVE DEFENSE

85. The provisions of CPLR § 1601 *et. seq.* are applicable to this lawsuit.

WHEREFORE, the defendants demand:

- A. judgment dismissing with prejudice plaintiffs' complaint against the defendants;**
- B. defendants' costs and disbursements in this action; and**
- C. such other and further relief as the Court may deem just and proper.**

**Dated: New York, New York
February 5, 1996**

**JAY GOLDBERG, P.C.
Attorneys for Defendants The
Trump Corporation, Inc.,
Matthew Calamari, Domenic
Pezzo, and Michael Nicoll
and
MICHAEL G. BERGER
Attorney for Defendant
James Grau**

**250 Park Avenue
Fourteenth Floor
New York, NY 10177
(212) 983-6000**

86. The negligence and/or contributory negligence of the plaintiffs was the sole and/or proximate cause of the alleged damages.

SIXTH AFFIRMATIVE DEFENSE

87. There is no personal jurisdiction over defendants improper service of process.

WHEREFORE, the defendants demand:

- A. judgment dismissing with prejudice plaintiffs' complaint against the defendants;
- B. defendants' costs and disbursements in this action; and
- C. such other and further relief as the Court may deem just and proper.

Dated: New York, New York
February 5, 1996

JAY GOLDBERG, P.C.
Attorneys for Defendants The
Trump Corporation, Inc.,
Matthew Calamari, Domenic
Pezzo, and Michael Nicoll
and
MICHAEL G. BERGER
Attorney for Defendant
James Grau

250 Park Avenue
Fourteenth Floor
New York, NY 10177
(212) 983-6000

EXHIBIT A

INV #	DATE	COMPANY	APT. #	ADDRESS	AMOUNT	CHECK STUB AMT	BANK DEPOSIT
1466	2/12/93	REDAC INC.	T.H. 5G	205 E. 68TH STREET	\$ 200.00		3/1/93
1467	2/25/93	REDAC INC.	17B	200 E. 69TH STREET	\$ 649.50	\$ 649.50	3/16/93
1468	2/18/93	REDAC INC.	T.H. 5G	205 E. 68TH STREET	\$ 216.50	\$ 216.50	3/16/93
1470	2/25/93	REDAC INC.	17B	200 E. 69TH STREET	\$ 649.50		
1472	3/11/93	REDAC INC.	6K	200 E. 69TH STREET	\$ 1,732.00	\$ 1,732.00	3/29/93
1473	3/31/93	REDAC INC.	9C	333 E. 38TH STREET	\$ 1,840.25	\$ 1,840.25	
1474	4/2/93	REDAC INC.	6K	200 E. 69TH STREET	\$ 487.00	\$ 487.00	
1475	4/12/93	THE CORCORAN GROUP	9E	200 E. 69TH STREET	\$ 757.75		5/17/93
1476	6/3/93	THE CORCORAN GROUP	P.H. A	205 E. 68TH STREET	\$ 1,190.75		7/23/93
1477	6/2/93	REDAC INC.	3F	205 E. 68TH STREET	\$ 1,732.00	\$ 1,732.00	6/21/93
1478	6/18/93	DCH MANAGEMENT INC.	2H	205 E. 68TH STREET	\$ 1,136.52		
1479	6/21/93	DCH MANAGEMENT INC.	2B	205 E. 68TH STREET	\$ 1,028.37		
1480	6/21/93	THE CORCORAN GROUP	5S	200 E. 69TH STREET	\$ 541.25		7/21/93
1481	7/15/93	REDAC INC.	12D	200 E. 69TH STREET	\$ 1,840.25	\$ 1,840.25	8/2/93
1482	7/16/93	BENJAMIN BORDEN ESQ.	9D	200 E. 69TH STREET	\$ 1,840.25	\$ 1,840.25	7/19/93
1483	7/18/93	REDAC INC.	12D	200 E. 69TH STREET	\$ 129.90	\$ 129.90	8/12/93
1484	7/26/93	REDAC INC.	4H	200 E. 69TH STREET	\$ 270.62	\$ 270.62	8/12/93
1485	8/11/93	REDAC INC.	5G	205 E. 68TH STREET	\$ 1,082.50	\$ 1,082.50	9/3/93
1486	8/12/93	REDAC INC.	5D	205 E. 68TH STREET	\$ 1,299.00	\$ 1,299.00	9/3/93
1487	8/16/93	REDAC INC.	4D	205 E. 68TH STREET	\$ 1,299.00	\$ 1,299.00	9/3/93
1488	10/1/93	DCH MANAGEMENT INC.	2E	205 E. 68TH STREET	\$ 920.25	\$ 944.14	11/2/93
1489	9/24/93	REDAC INC.	3A	205 E. 68TH STREET	\$ 1,840.25	\$ 1,840.25	10/18/93
1490	11/3/93	MRS. LEE	14E	200 E. 69TH STREET	\$ 1,900.00		
1491	11/8/93	REDAC INC.	6D	205 E. 68TH STREET	\$ 1,299.00	\$ 1,299.00	11/29/93
1492	11/8/93	REDAC INC.	5L	200 E. 69TH STREET	\$ 757.75	\$ 757.75	11/29/93
1493	11/10/93		12C	200 E. 69TH STREET	\$ 3,100.00		
					\$ 29,740.16		

INV #	DATE	COMPANY	APT. #	ADDRESS	AMOUNT	CHECK STUB AMT	BANK DEPOSIT
1494	1/2/94	REDAC INC.	4G	205 E. 68TH STREET	\$ 1,948.50	\$ 1,948.50	1/31/94
1495	1/5/94	REDAC INC.	4E	205 E. 68TH STREET	\$ 433.00	\$ 433.00	2/7/94
1496	1/17/94	REDAC INC.	3D	205 E. 68TH STREET	\$ 1,299.00		
1497	3/3/94	REDAC INC.	5F	205 E. 68TH STREET	\$ 2,110.08	\$ 2,110.08	3/28/94
1498	3/24/94	REDAC INC.	8I	200 E. 69TH STREET	\$ 1,732.00	\$ 1,732.00	4/18/94
1499	3/25/94	THE CORCORAN GROUP	6T	200 E. 69TH STREET	\$ 1,356.37		
1500	4/7/94	GLEN SANDS	9C	200 E. 69TH STREET	\$ 3,680.50		
1501	5/10/94	SELINA MO	8L&M	200 E. 69TH STREET	\$ 1,515.50		
1502	5/10/94	DAVID YANG	34C	200 E. 69TH STREET	\$ 378.87		
1503	5/10/94	DAVID YANG	12A	188 E. 70TH STREET	\$ 1,796.12		
1504	5/10/94	REDAC INC.	5A	205 E. 68TH STREET	\$ 811.87	\$ 811.87	5/25/94
1505	5/4/94	MR. & MRS. BRADLEY	2R	200 E. 69TH STREET	\$ 250.00		
1506	5/10/94	ETBC HOLDING INC.	18E	200 E. 69TH STREET	\$ 81.18		
1507	5/25/94	CHARLES STRANDBURG	23C	200 E. 69TH STREET	\$ 270.62		
1508		MALCOLM ANDERSON	34A	200 E. 69TH STREET	\$ 140.72		
1509	5/20/94	SELINA MO	8M	200 E. 69TH STREET	\$ 216.50	\$ 216.50	6/27/94
1510	6/5/94	REDAC INC.	8J	200 E. 69TH STREET	\$ 1,575.03	\$ 1,575.03	7/1/94
1511	7/1/94	REDAC INC.	4H	200 E. 69TH STREET	\$ 270.62	\$ 270.62	7/18/94
1512	7/2/94	REDAC INC.	29A	200 E. 69TH STREET	\$ 2,401.50		7/18/94
1513	6/15/94	DORIS LEE	14E	200 E. 69TH STREET	\$ 189.43		7/18/94
1514	7/7/94	REDAC INC.	4F	205 E. 68TH STREET	\$ 1,732.00	\$ 1,732.00	8/1/94
1515	8/25/94	REDAC INC.	6D	205 E. 68TH STREET	\$ 974.25	\$ 974.25	9/12/94
1516	8/25/94	REDAC INC.	14A	200 E. 69TH STREET	\$ 1,623.75		
1517	8/30/94	REDAC INC.	3B	205 E. 68TH STREET	\$ 1,299.00	\$ 1,299.00	9/28/94
1518	9/14/94	REDAC INC.	5D	205 E. 68TH STREET	\$ 270.62	\$ 270.62	9/28/94
1519	9/14/94	REDAC INC.	32A	200 E. 69TH STREET	\$ 2,814.50	\$ 2,814.50	10/7/94
1520	9/28/94	MRS. CONSEPCION	14C	200 E. 69TH STREET	\$ 2,500.00		
1521	8/30/94	REDAC INC.	4C	205 E. 68TH STREET	\$ 1,299.00	\$ 1,299.00	10/17/94
1522	10/28/94	IZUMI INTERNATIONAL	30A	200 E. 69TH STREET	\$ 4,871.25		11/11/94
1523	11/17/94	FURUMOTO REALTY	36C	200 E. 69TH STREET	\$ 591.00		12/19/94
1524	11/14/94	DORIS LEE	10D	200 E. 69TH STREET	\$ 2,381.50		12/9/94
1525	12/2/94	WILLIAM LEE	11D	200 E. 69TH STREET	\$ 384.28		3/7/95
1529	12/29/94	REDAC INC.	4B	205 E. 68TH STREET	\$ 1,299.00	\$ 1,299.00	1/25/95
1530	12/29/94	REDAC INC.	6C	205 E. 68TH STREET	\$ 162.37	\$ 162.37	1/25/95
1531	12/27/94	DORIS LEE	5G	200 E. 69TH STREET	\$ 866.00		1/18/95

\$ 45,525.93

INV #	DATE	COMPANY	APT. #	ADDRESS	AMOUNT	STUB AMT	DEPOSIT
1532	1/10/95	MRS. J. CARRINGTON	19B	200 E. 69TH STREET	\$ 2,381.50		
1533	2/15/95	REDAC INC.	15D	200 E. 69TH STREET	\$ 1,948.50	\$ 1,948.50	3/30/95
1534	3/17/95	REDAC INC.	6C	200 E. 69TH STREET	\$ 1,461.37	\$ 1,461.37	3/9/95
1535	3/17/95	BARRON PROPERTY MGMT.	16A	200 E. 69TH STREET	\$ 1,948.50		8/7/95
1536	3/27/95	REDAC INC.	11B	200 E. 69TH STREET	\$ 3,139.25	\$ 3,139.25	
1537	3/27/95	REDAC INC.	5C	205 E. 68TH STREET	\$ 1,569.62	\$ 1,569.62	4/18/95
1538	3/26/95	REDAC INC.	5B	205 E. 68TH STREET	\$ 1,407.25	\$ 1,407.25	4/18/95
1539	4/3/95	REDAC INC.	5E	205 E. 68TH STREET	\$ 1,948.50	\$ 1,948.50	
1540	4/2/95	DORIS LEE	7E	200 E. 69TH STREET	\$ 1,299.00		
1541	4/4/95	DORIS LEE	5E	200 E. 69TH STREET	\$ 1,299.00		4/18/95
1542	4/18/95	DORIS LEE	7D	200 E. 69TH STREET	\$ 1,407.25		4/20/95
1543	4/20/95	REDAC INC.	15D	200 E. 69TH STREET	\$ 129.90	\$ 129.90	5/4/95
1544	4/24/95	REDAC INC.	11B	200 E. 69TH STREET	\$ 162.37		5/22/95
1545	4/25/95	REDAC INC.	5E	205 E. 68TH STREET	\$ 97.42	\$ 97.42	5/22/95
1546	4/27/95	REDAC INC.	4H	205 E. 68TH STREET	\$ 1,948.50	\$ 1,948.50	5/22/95
1547	5/3/95	DORIS LEE	7F	200 E. 69TH STREET	\$ 1,299.00		5/22/95
1548	5/9/95	DORIS LEE	8C	200 E. 69TH STREET	\$ 1,353.12		5/15/95
1549	5/7/95	REDAC INC.	3D	205 E. 68TH STREET	\$ 920.12	\$ 920.12	5/15/95
1550	7/24/95	DORIS LEE	6D	200 E. 69TH STREET	\$ 1,299.00		5/22/95
1551	8/5/95	REDAC INC.	5D	200 E. 69TH STREET	\$ 216.50		8/7/95
1552	8/3/95	REDAC INC.	8K	200 E. 69TH STREET	\$ 162.37	\$ 162.37	
1553	8/23/95	REDAC INC.	5D	205 E. 68TH STREET	\$ 573.72		
1554	9/1/95	REDAC INC.	3A	205 E. 68TH STREET	\$ 1,807.77	\$ 1,807.77	
1555	9/7/95	REDAC INC.	4E	455 E. 86TH STREET	\$ 1,948.50		
1556	9/13/95	REDAC INC.	18B	236 E. 47TH STREET	\$ 2,381.50	\$ 2,381.50	
1557	9/14/95	REDAC INC.	28O	330 E. 38TH STREET	\$ 1,732.00	\$ 1,732.00	
1558	9/13/95	REDAC INC.	30/31A	188 E. 70TH STREET	\$ 292.27	\$ 292.27	
1559	9/14/95	REDAC INC.	3004	188 E. 64TH STREET	\$ 162.37	\$ 162.37	

\$ 36,296.17