

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

-----X  
NEW YORK YOUNG REPUBLICANS CLUB, INC.,

Plaintiff,

**SUMMONS**

- against -

Index No.:

LUCIAN BAXTER WINTRICH IV,

Date Purchased:

Defendant.

-----X  
**TO THE ABOVE-NAMED DEFENDANT:**

**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 Attorneys within twenty (20) days after the 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.

New York County is designated as the venue for this proceeding on the basis that it is the County where the Plaintiff resides, and a substantial portion of the events giving rise to the claims herein occurred in this County.

Dated: Garden City, New York  
January 12, 2026

Mark Luccarelli  
**MARK LUCCARELLI, ESQ.**  
**McLAUGHLIN & STERN, LLP**  
*Attorneys for Plaintiff*  
1122 Franklin Avenue, Suite 300  
Garden City, New York 11530  
(516) 829-6900

**TO: Lucian Baxter Wintrich IV**  
*Defendant*  
346 East 9<sup>th</sup> Street, Apt 13  
New York, New York 10003

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

-----X  
NEW YORK YOUNG REPUBLICANS CLUB, INC.

Plaintiff,

Index No.:

-against-

**VERIFIED COMPLAINT**

LUCIAN BAXTER WINTRICH IV,

Defendant.  
-----X

Plaintiff, the New York Young Republicans Club, Inc. (“Plaintiff” or “NYYRC”), by and through its attorneys, McLaughlin & Stern, LLP, against the Defendant, Lucian Baxter Wintrich IV (“Defendant”), avers and alleges as follows:

**NATURE OF THE ACTION**

1. This case centers around the Defendant’s ongoing campaign to seek revenge against Plaintiff after Plaintiff’s members removed him from his role in NYYRC. In retaliation for his removal, Defendant published a series of lies about the NYYRC designed to defame and otherwise and intentionally harm its public reputation.

2. Defendant’s publications constitute defamation *per se* as well as violations of the non-disparagement and confidentiality provisions of an agreement executed by and between the parties.

3. Prior to the commencement of this action, Plaintiff repeatedly implored Defendant to cease his defamatory publications. Defendant rejected, and even mocked, Plaintiff’s entreaties and persisted in his course of conduct, leaving Plaintiff with no recourse other than to bring this action to enforce the agreements between the parties and seek damages for the irreparable harm Defendant has already caused.

## PARTIES

4. Plaintiff is a not-for-profit corporation organized and existing under the laws of the State of New York with its principal place of business located in the State of New York, County of New York.

5. Defendant is a natural person who, upon information and belief, resides in the State of New York, County of New York.

## JURISDICTION AND VENUE

6. This Court has personal jurisdiction over Defendant pursuant to CPLR § 302 because the location of the alleged harm took place in the State of New York.

7. Venue is proper pursuant to CPLR § 503 because one or more parties resides in the State of New York, County of New York.

## RELEVANT FACTS

### **I. Background and NDA Agreements.**

8. Plaintiff is a non-profit organization political advocacy organization comprised of several thousand members, each of whom is a volunteer and assists the Organization in its goal of promoting political engagement from young New Yorkers affiliated with the Republican Party. The organization is, and has been for more than a century, a fixture of New York City politics. It is not part of the state-wide and national organizations of similar names.

9. Pursuant to NYYRC's by-laws, members are elected to serve as board members, chair members, or committee members, and thereby fulfill specialized roles within the operations of the NYYRC.

10. Because board members, chair members, and committee members (sometimes referred to as “governors” within NYYRC’s by-laws) are often required to engage with the public and/or the press, and to speak on behalf of the NYYRC, such members are required to execute non-disparagement and confidentiality agreements to protect the interest of the organization.

11. Defendant served as NYYRC’s Press Committee Chairman from in or around 2022 through December 2025.

12. On May 24, 2022, Defendant executed an agreement in which he agreed to abide by the terms of the NYYRC’s Code of Conduct (the “Conduct Agreement”).

13. Among other things, Defendant agreed in the Conduct Agreement to behave in a manner that is “professional, appropriate, and considerate of the [Plaintiff’s] role in the public sphere,” and acknowledged that failure to do so could result in immediate removal from his position.

14. Also on May 24, 2022, Defendant executed a confidentiality agreement (the “Confidentiality Agreement”).

15. Pursuant to the Confidentiality Agreement, Defendant agreed not to disclose any non-public information that Defendant received, or to which Defendant had access, by virtue of his role as a member and chairperson in the organization, including personal identifying information of other members and information regarding internal member meetings.

16. On December 22, 2023, while maintaining the same position as described above, Defendant executed a non-disparagement agreement (the “Non-Disparagement Agreement,” and together with the Confidentiality Agreement and the Conduct Agreement, the “NDA Agreements”).

17. The Non-Disparagement Agreement provides, in pertinent part, as follows:

- a. “The Board Member, Caucus Chair, or Committee Member warrants, understands and agrees that the Board Member, Caucus Chair, or Committee Member shall not make any false, disparaging, or derogatory statement to any third party...regarding the Club or any of its Board Members, Members, or Members’ agents or representatives; provided however that nothing herein shall prevent a Board Member, Caucus Chair, or Committee Member from making truthful disclosures as mandated by a court of law.”

## II. Defendant’s Initial Breach and Removal.

18. As part of its ordinary operations, the NYYRC hosts an annual gala, often attended by Republican politicians, media personalities, and other supporters, that provides the organization with an opportunity to strengthen community relations and, if successful, to raise funds to further its mission.

19. The most recent gala was held on December 13, 2025, in Manhattan.

20. At the time, Defendant was still the Press Committee Chairman and was therefore expected to abide by his obligations under the NDA Agreements and to refrain from presenting the organization in a negative light, especially considering the high level of media attention associated with the gala.

21. In the days leading up to the event, Defendant became angry with other members of the NYYRC and its leadership because Defendant wanted to invite certain media personalities to the gala that the organization’s leadership had decided it would not include as guests.

22. As a result, Defendant intentionally breached the NDA Agreements and his duties as Press Committee Chairman. During the gala, Defendant approached a group of reporters and made an unauthorized statement on the organization’s behalf, stating, in sum and substance, “[t]his is the worst event [Plaintiff] has ever thrown.”

23. Defendant then voiced to the reporters additional grievances he harbored against the NYYRC, complaining that the organization had refused to seat certain persons, whom Defendant had invited personally to attend the gala, in the exact location Defendant desired.

24. On December 15, 2025, Politico published an article in which it quoted Defendant's public complaints about the gala, causing NYYRC to suffer public embarrassment, harm to its reputation, and disapproval from some of the organization's supporters, which was particularly true in light of the fact that the negative comments had come from NYYRC's own Press Committee Chairman.

25. On or about December 17, 2025, as a result of his violations of the NDA Agreements and his unprofessional behavior, the NYYRC leadership removed from his committee position within the organization.

### **III. Defendant's Campaign of Disparagement and Defamation.**

26. Upon removal from his position, Defendant commenced his campaign for revenge. He publicly released confidential information, publicly insulted and ridiculed members, and publicly leveled knowingly false accusations of criminal conduct against the organization and its leadership.

27. On December 17, 2025, Defendant publicly posted to his X account (username @lucianwintrich, boasting tens of thousands of follows) a video of a private member meeting, held via Zoom, that Defendant had attended and surreptitiously recorded without the knowledge or permission of any other member. (the "Meeting Video").

28. In the Meeting Video, the members can be heard privately discussing the NYYRC's operational plans, and many of the members' faces are visible.

29. In the caption of Defendant's X post containing the Meeting Video, Defendant singled-out one female member whose face was visible in the video and stated as follows: "I gotta say, I'm really gonna miss these HIGHLY productive @NYYRC board meetings where we have *obese chicks on camera driving through traffic while stuffing their face* while folks say absolutely nothing for 3 hours in the background" (emphasis added).

30. On the same day, Defendant published another post to his X account in which he called Plaintiff's attorney, who had been hired to respond to the above-mentioned Politico article, an "*actual retard.*"

31. On the same day, Defendant published yet another post to his X account in which he falsely, and without any basis whatsoever, accused the NYYRC and its president, Stefano Forte ("Forte"), of engaging in "obvious misconduct...the erosion of donor trust, and general lack of ethical dealings taking place within the current incarnation of @NYYRC." The Defendant then attached a photograph of the Vice President of the Organization and described him as an "*albino ginger*" (emphasis added).

32. In response to Defendant's actions, Plaintiff sent Defendant a cease and desist letter, dated December 17, 2025 (the "Cease and Desist"), in which Plaintiff's counsel reminded Defendant of his non-disparagement and non-disclosure obligations under the NDA Agreements and advised Defendant that, should he fail to abide by the terms of the agreements, Plaintiff would be forced to take legal action.

33. On December 18, 2025, Defendant published another series of posts to his X account, within hours of one another, in which he acknowledged the Cease and Desist, and stated the following:

- a. "I'm hearing [Plaintiff] and @StefanoLforte are rushing out a 'statement' today + pushing some kind of gag order. Wild guess: they've never heard of

whistleblower protections. Please do! I'd love it if you drop it on more yellow paper with clip art from an attorney with a gmail address again."

- b. "Have literally been waiting all day for @StefanoLforte and the \*once great\* [Plaintiff] to send me the lawsuit and condemning statement he promised his cronies he'd release today! Stop re-greasing your hair and send it already!"

#### IV. Defendant Falsely Accuses the Organization of Criminal Conduct.

34. Undeterred, Defendant continued and augmented his defamatory actions.

35. On December 29, 2025, Defendant made an appearance on a publicly streamed podcast, known as the *Get Off My Lawn Podcast*, hosted by Gavin McInnes, and made the following statements (the questions posed to Defendant by the show's host appear in plain italics, followed by Defendant's answer.):

- a. "*What is your side, what do you say you were fired for?*":

***"I was conducting an internal audit*** - we had a fundraising chairman, his job is fundraising, its in the title 'fundraising chairman', and since he joined he was told that he shouldn't fundraise...for months they said hold off on this, we are working something out, actually let's hire an independent contractor...so this guy is looking into fundraising companies and he finds a couple great deals...and out of nowhere, Stef and Brent...they come back and they say actually we were doing our own research, and we found the perfect LLC that fundraises, it's Euporie LLC, which nobody has heard of, contracted as exclusive, up until 2027 ***they get 15 percent of all our fundraising***, and we're just going to go with them" (emphasis added);

[for clarity, we note here that "Stef" is a reference to Stefano Forte, the Organization's president, and "Brent" is a reference to its vice president]

- b. Defendant further stated: "So ***fifteen percent of NYCRC fundraising now goes to Ryan Girdusky's company***, which is Stef's boss – Stef has only had one job since college and that was working for Ryan Girdusky" (emphasis added).
- c. "*Now, I have heard rumors of \$500,000 being embezzled, but I've also heard that their total income was \$468,000 – total...the club's total gross last year was \$468,000 and your allegation was that Ryan pocketed \$500,000?*"

"No no, not from last year, ***this is a recent development***...and, you know, this is all being currently investigated, so I don't want to say anything that can be misconstrued perhaps as everything keeps going" (emphasis added).

- d. *“Well, we won’t name names, but how much do you think was syphoned from the Club?”*

*“See I don’t want to speculate because that’s, uh, **that is going to be coming out, as things progress that will be coming out**, and if I threw what I believe the number to be out there and it was a little bit off, then they’d be able to say oh well Lucian overshot by 100 or undershot a little bit and they’d try to make a case out of that, so I’m trying to avoid that. But, largely since Stef took over, the entire club and leadership was replaced by his friends from Queens...so it’s a Queens cabal...lot of retards over there.”*

- e. *“So let’s be more hypothetical, say the New York Young Republicans grossed one hundred dollars last year; how much of that hundred would you say was taken away? More than fifteen?”*

*“So this contract started – the reason we have had close to six resignation on the board is because this started in September, actually right after Gavin Wax – who we’d get into arguments **but he never directly stole from the Club in this way, he never set up contracts where he would personally financially benefit. So right after Gavin left and there was virtually no oversight on Stef, he set up this fifteen percent of money coming in goes to his bosses, this shell corporation, which I’m pretty certain Stef is directly paid out of.** And I asked him are you paid out of the same shell LLC, with five different addresses in five different states, uh, that the club is giving fifteen percent to. And he refused to answer that, he called me insane, and then had me thrown from the board, and said it was based on an NDA violation, and the violation...was that I said a party was bad.*

- f. *“You’ve been posting all of this progress on your X account, do you think this is going to end up in a courtroom?”*

*“Yeah, I know that there are at least two other journalists investigating this now and going through club finances and the Girdusky/Stefano link. In addition to that – and you know I hate the liberals in power in New York here – but **we have the AG’s Division of Bureaus and Charities [sic] looking into the financial malfeasance**” (emphasis added).*

Defendant’s statements, contained in the above-mentioned Paragraph 38, will be collectively referred to herein as the “Podcast Statements.”

36. Defendant published the Podcast Statements to a third party by making the statements directly to podcast's host, and while knowing they would be broadcast to the public and the podcast's many-thousands of listeners.

**V. Falsity and Malice of Defendant's Podcast Statements.**

37. The Podcast Statements are riddled with intentional fabrications concocted by Defendant that falsely accuse the NYYRC and its leadership of criminal behavior and are intended to discredit and disgrace the organization and hamper its ability to carry on its mission.

38. Defendant claimed in the Podcast Statements that he was removed from the organization in retaliation for information he uncovered while "conducting an internal audit" of the NYYRC's financials (¶ 38[a]).

39. In truth, Defendant is not an accountant or other professional qualified to conduct a financial audit and, throughout the entirety of his tenure, he had never been tasked with conducting an audit. No such audit even exists. Defendant invented the audit in order to portray himself, falsely, as a "whistleblower" who had uncovered malfeasance and criminal conduct.

40. Defendant claimed in the Podcast Statements that the NYYRC recently entered into a contract with a fundraising company called Euporie LLC, and that as a result, the fundraising company has been "*get[ting] fifteen percent of all of [the organization's] fundraising*" (¶ 38[a]). Defendant even doubled down on this claim, saying again "*[s]o fifteen percent of NYYRC fundraising now goes to [Euporie LLC]*" (¶ 38[b]), and later, "*15 percent of money coming in goes to...this shell corporation*" (¶ 38[e]).

41. This false allegation is particularly defamatory because it accuses Plaintiff of secretly siphoning vast amounts of the donations received by Plaintiff directly from supporters to a for-profit company – which, if true, would clearly amount to criminal and reprehensible conduct.

42. The allegation is utterly false, and Defendant knew it was false when he made it.

43. For context, the NYYRC has, for many years, raised funds via four main methods: (i) by collecting annual membership fees from each of its members; (ii) by collecting general donations directly from supporters via the “Donate” page on the organization’s website (nyyrc.com); (iii) by collecting special donations from individuals who attend events, such as the above-mentioned gala; and, more recently, (iv) by contracting with private fundraising companies who offer services such as email and text-chain outreach in an attempt to collect additional donations, *above and beyond* those collected directly by the organization through the first three methods.

44. As Defendant is fully aware, the NYCRR retains 100% of the funds raised directly from supporters via membership fees, direct donations through the website, and special event donations (amounting collectively to hundreds of thousands of dollars per year).

45. With respect to funds raised by an outside fundraising entity, which amounts to an incredibly small fraction of NYYRC’s yearly revenue, Plaintiff pays a fee to the entity for its services. Defendant recently retained Euporie LLC to serve as the outside fundraiser under a fee arrangement that is *more favorable* to Plaintiff than was the fee arrangement with its prior outside fundraiser. Euporie LLC receives 15% of donations that it is able to produce, with no upfront fee, and of course receives *nothing* from NYYRC’s direct fundraising receipts.

46. In fact, through the present, Plaintiff has paid Euporie LLC not *even a single dollar* in compensation. Moreover, the current invoice for all of Euporie LLC’s services through the present, once paid, will amount to mere hundreds of dollars.

47. Defendant is well aware of the terms of the arrangement between Plaintiff and Euporie LLC because he was present during discussions about Plaintiff’s fundraising efforts and

received a copy of the contract with Euporie LLC. related to the same. His accusation that NYYRC's new relationship with Euporie LLC served as a method by which "fifteen percent of money coming in" was funneled to a for-profit company amounts to an intentional fabrication.

48. Furthermore, Defendant's claims regarding the siphoning of money via the contract with Euporie LLC, and his allegation that the NYYRC and its leadership are under investigation for "embezzlement" are categorically false.

49. He falsely claims that the president is engaged in a scheme to divert donations to his own benefit and/or to the benefit of his employer via the use of a "shell corporation." Nothing of the sort has taken place. Further, Euporie LLC is not a "shell corporation," it is a fully operational fundraising and marketing company. NYYRC has never, and would never, engaged in a contractual relationship with a "shell company" related to fundraising, and Defendant's intentional lies to the contrary caused NYYRC additional reputational harm.

50. Defendant's further claim that the 'siphoned' funds (which do not exist) were then directly funneled to NYYRC's president is equally false ("fifteen percent of money coming in goes to his bosses, this shell corporation, *which I'm pretty certain Stef is directly paid out of*").

51. Plaintiff has not paid any money to Euporie LLC. Regardless, neither the NYYRC nor its president has engaged in any form of misconduct related to the misdirection of donor funds.

52. No one at the NYYRC has been accused of such criminal or unethical behavior related to the management of the organization's finances and neither Plaintiff nor any of its members is the subject of any investigation by law enforcement. Contrary to Defendant's fabrications, the New York Attorney General *has not* opened an investigation into Plaintiff's finances is not "looking into financial malfeasance" at the NYYRC – because no such financial malfeasance occurred.

53. Simply put, Defendant's published statements are a series of wholesale fabrications maliciously designed to malign and harm Plaintiff and its members, motivated by an apparent desire to take revenge on Plaintiff and falsely paint himself as a "whistleblower" who was removed from the organization for uncovering criminal activity.

54. Defendant knew that his statements were not true when he made them, and knew that his allegations of criminal and unethical behavior were not based in reality.

55. As a result of Defendant's statements, NYYRC has and will continue to suffer irreparable reputational harm, and has been deprived of its rights under the NDA Agreements, and must be granted the appropriate equitable and monetary relief.

**FIRST CAUSE OF ACTION**  
**(Defamation *Per Se*)**

56. Plaintiff repeats the allegations contained in Paragraph Nos. 1 through 62 as if fully set forth here.

57. In the Podcast Statements, Defendant published knowingly false statements about Plaintiff, including, but not limited to, the false statement that Plaintiff secretly syphons fifteen percent of all revenue ("all money that comes in") to a for-profit entity; the false statement that Defendant was removed as a member of the organization to prevent him from completing an "internal audit" that would reveal financial malfeasance; the false statement that Plaintiff's funds were being "stole[n] from the organization and then funneled directly to the organization's president"; the false statement that the Plaintiff has engaged in a contractual relationship with a "shell corporation" in order to facilitate criminal conduct; and the false statement that the New York Attorney General's Office is aware of "financial malfeasance" and has opened an investigation of Plaintiff's activities.

58. At the time he made the Podcast Statements, Defendant knew that each of his statements was false, or, at the least, he made each with a reckless disregard for the truth.

59. The Podcast Statements accuse the Plaintiff and its members of criminal conduct, and otherwise tend to impugn the basic integrity or creditworthiness of the organization. They falsely paint the NYYRC as a criminal enterprise that that uses a “shell corporation” to steal donations for the personal benefit of the organization’s president.

60. As a result of the Podcase Statements, Plaintiff has suffered reputational harm. Among other things, Plaintiff has received and reviewed many online posts and comments by members of the public and potential supporters, including posts and comments made in direct reply to Defendant’s X posts and to the Podcast Statements, ridiculing the NYYRC by those who give credence to Defendant’s false claims.

61. To the extent that any of the Podcast Statements are, or were intended to be, statements expressing opinion, such statements are still actionable because Defendant implied that each such statement was based upon undisclosed facts.

62. Defendant made the Podcast Statements with full knowledge that they are false.

63. Defendant, therefore, acted with malice in publishing the statements to third parties, including the host of the podcast and the podcast’s audience.

64. Defendant had no privilege or authorization to publish the false and defamatory statements about Plaintiff.

65. Due to the malicious, wanton, and reckless intent of Defendant’s statements, Plaintiff is entitled to punitive damages

66. Defendant's Podcast Statements directly and proximately caused Plaintiff to suffer significant damages, including reputational harm and, as Defendant himself admits, his claims have caused an "erosion of donor trust."

67. The contents of the Podcast Statements constitute defamation *per se*, and Plaintiff is entitled to damages in an amount to be determined at trial, but in any event at least \$2,500,000, plus costs, attorneys' fees, and punitive damages.

**SECOND CAUSE OF ACTION**  
**(Breach of the NDA Agreements)**

68. Plaintiff repeats the allegations contained in Paragraph Nos. 1 through 74 as if fully set forth here.

69. Defendant entered into each of the NDA Agreements with Plaintiff and agreed to the terms and covenants contained therein.

70. In the NDA Agreements, Plaintiff agreed, among other things, not to disclose confidential information and not to make any disparaging or critical statements about Plaintiff.

71. The NDA Agreements are valid and enforceable contracts by and between the parties.

72. Defendant breached the confidentiality provisions of the NDA Agreements by, among other things, posting publicly to his X account a surreptitiously recorded video of a private member meeting that included conversations of a confidential nature and images of members of the organization that were not intended to be public.

73. Defendant breached the non-disparagement provisions of the NDA Agreements by, among other things, making the Podcast Statements in which he falsely accused Plaintiff of engaging in criminal and unethical conduct; publishing a post on his X account in which he falsely described one of Plaintiff's members as an "obese chick...driving through traffic while stuffing

[her] face”; publishing a post on his X account in which he falsely described Plaintiff’s attorney as an “actual retard”; publishing a post on his X account in which he falsely accused Plaintiff and its president of engaging in “obvious misconduct...the erosion of donor trust, and general lack of ethical dealings taking place”; and publishing a post on his X account in which he falsely described Plaintiff’s vice president as an “albino ginger.”

74. Defendant’s breaches have caused Plaintiff to suffer irreparable reputational harm and, as Defendant himself admits, his actions have caused an “erosion of donor trust.”

75. As a result, Plaintiff has suffered economic harm and will suffer additional damages in the form of loss of contributions and inability to pursue its corporate purpose.

76. Pursuant to the terms of the NDA Agreements, Plaintiff is entitled to a recovery of costs and attorneys’ fees associated with Plaintiff’s efforts to enforce the NDA Agreements against Defendant’s breaches.

77. As a direct and proximate cause of Defendant’s breaches, Plaintiff has suffered and is entitled to damages in an amount to be determined at trial, but in any event at least \$2,500,000.

78. Additionally, unless Defendant is enjoined from continuing to violate the NDA Agreements, Plaintiff will continue to suffer irreparable injury, including, but not limited to, further reputational harm, further loss of contributions, further interference with Plaintiff’s ability to pursue its corporate function.

79. The balance of equities weighs in favor of Plaintiff obtaining an injunction preventing Defendant from continuing his violative actions and, with regard to the same, Plaintiff has no adequate remedy at law.

80. As a result of the foregoing, in addition to the monetary damages mentioned above, Plaintiff is entitled to a permanent injunction requiring Defendant to remove his violative

statements from public view, and restraining Defendant from taking further actions in breach of the NDA Agreements.

WHEREFORE, Plaintiff requests that this Court enter judgment against Defendant as follows:

- i) On Plaintiff's First Cause of Action, a judgment in an amount to be determined at trial, but in no event less than \$2,500,000 plus costs, attorneys' fees, and punitive damages;
- ii) On Plaintiff's Second Cause of Action, a judgment in an amount to be determined at trial, but in no event less than \$2,500,000 plus costs and attorneys' fees;
- iii) On Plaintiff's Second Cause of Action, an Order enjoining Defendant from further releasing confidential information of Plaintiff's;
- iv) On Plaintiff's Second Cause of Action, an Order enjoining Defendant from making any further disparaging statements about Plaintiff, its members, or its agents;
- v) On Plaintiff's Second Cause of Action, an Order requiring Defendant to remove from public view the posts and statements already made by Defendant in violation of the NDA Agreements; and
- vi) Awarding Plaintiff such other and further relief as this Court deems just.

Dated: January 12, 2026

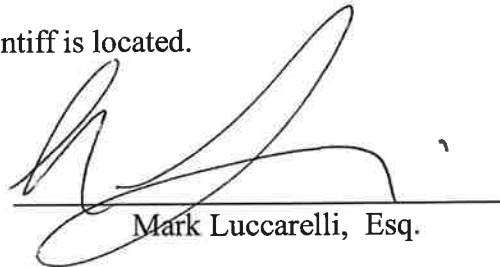
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*Attorneys for Plaintiff*

**ATTORNEY VERIFICATION**

MARK LUCCARELLI, an attorney licensed to practice in the courts in the State of New York, affirms this 12<sup>th</sup> day of January, 2026, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, except as to matters alleged on information and belief and as to those matters I believe it to be true, and I understand that this document may be filed in an action or proceeding in a court of law.

I have read the foregoing Summons and Complaint, and know the contents thereof; that 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 them to be true. This affirmation is based upon the file materials provided to me and the investigation I have conducted relative to this matter. The reason I make this verification instead of the plaintiff named herein is that my office is located in a county other than where the plaintiff is located.

  
Mark Luccarelli, Esq.