

MSS ENTERTAINMENT LAW

ATTORNEYS-AT-LAW

MARYSE SATURNINA SELIT, MEMBER
MAX SAMUEL SELIT, OF COUNSEL
JOSEPH H. HOLLAND, OF COUNSEL

80 CENTRAL PARK WEST
NEW YORK, N.Y. 10023

P: 212-721-5639
F: 917-727-1263

mselectit@mssentertainmentlaw.com
M: (917) 771-3814

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ATTACHMENT TO PRESS RELEASE OF CONGRESSIONAL CANDIDATE, DARIUS MAYFIELD

Two mentally challenged seniors in Monroe, NJ have been hit with a \$26,000 legal bill (that grows larger every day) for a small sum in Association dues that they fell behind in paying to the Rossmoor Adult Community (“Rossmoor”). Due to what started out as \$1,700 in delayed Association dues, these cognitively impaired elders have been abused and financially exploited by Rossmoor’s Condo Board, as well as their lawyer, Karl T. Meth of Becker & Poliakoff/Becker Lawyers. Mr. Meth unethically billed large sums in legal fees to the account of these vulnerable victims living below the poverty-line, like it was Monopoly Money, at a time when state-wide Covid moratoriums were in place. In fact, Mr. Meth’s website boasts that he “has collected more than \$1.5 million in debts for co-operatives, condominiums and homeowners’ associations.” Most recently, he was paid “on two accounts in excess of \$210,000 and \$50,000” <https://beckerlawyers.com/professionals/karl-t-meth/>.

In late 2019, Rossmoor sued Chitra Rodriguez, an 88-year-old late-stage Alzheimer’s patient and her long-term partner, Alfredo Martinez, with special needs/intellectual disabilities, for \$4,650. This sum was made up largely in late fees and legal fees due to a delay in paying what started out as \$1,700 in Association dues due to illness. Thereafter, every payment that Mr. Martinez sent, earmarked for Association dues, was applied to new legal fees and late fees pursuant to draconian language in highly oppressive governing documents that Karl T. Meth and his law firm, Becker & Poliakoff/Becker Lawyers, drafted (or amended) on behalf of the Association, to justify these fees. Despite repeated requests for a complete set of Rossmoor’s Bylaws and governing documents from Mr. Meth, they have not been provided. However, a quick review of the excerpts of the Bylaws attached to Rossmoor’s pleadings show that they are more akin to adhesion contracts, which are clearly against the law. In February 2022, Mr. Meth was able to obtain a default judgment against Mrs. Rodriguez as a precursor to a sheriff’s sale, in direct violation of New Jersey Court Rule 4:43-2(a), falsely stating that Mrs. Rodriguez is NOT mentally incompetent. However, Mrs. Rodriguez’s geriatric PCP has confirmed that she suffers from “complete mental incompetency”. It appears that the Court also failed to examine the reasonableness of Mr. Meth’s invoices for legal services before granting such default judgment.

Despite Mr. Martinez doing everything in his power to catch up with any Association dues he delayed or missed—as he does not own a bank account and must first cash his monthly pension check at a Check Cashing Facility to buy a money order to make such payments before mailing it/dropping it off at Rossmoor—the Board kept penalizing him by adding late fees on top of excessive legal fees. It seems that Mr. Meth recently billed \$7,000 in legal fees to the account of these two penniless seniors just for preparing a proforma summary judgment motion. Mr. Meth has submitted an Affidavit to the Court stating that “The Association has *not placed any limitations* on his firm’s [billing] efforts to collect the balance due” from Mr. Martinez and Mrs. Rodriguez. In other words, this Board has given Karl T. Meth and Becker & Poliakoff/Becker Lawyers the unfettered authority to bill as much as they wish to collect what started out as \$1,709.40 from two cognitively impaired, indigent elders, and to sell their condo (the one and only asset they own in this world) to satisfy his fees. Because the value of the condo has increased substantially, Mr. Meth knows that he can bill an unlimited amount and get paid from the sale proceeds.¹

¹ They bought the condo for \$47,500 in 2012 but it is now worth over \$200,000 based on online estimates.

This financial exploitation of two elderly victims violates the New Jersey Consumer Fraud Act and other State and Federal statutes, as it appears to be a fraudulent business practice/attorney fee generation scam. Even the accounts ledger that Mr. Meth provided to verify the alleged debt is highly deceptive, as nowhere does it say that monthly payments made for Association dues/common charges are applied each month to legal fees instead. Just because this language is buried deep in their governing documents does not mean that the ledger is clear and capable of being understood by the “least sophisticated debtor” (the applicable standard under the Federal Fair Debt Collection Practices Act). Moreover, the ledger does not accurately reflect all of the payments Mr. Martinez says he made to Rossmoor. Given his intellectual disabilities, Mr. Martinez has not kept proper records of receipts and other documents to contradict Rossmoor in Court.

After filing a lawsuit and continuing to add unnecessary, excessive legal fees² at a time when state-wide Covid moratoriums were in place, Rossmoor then went ahead and illegally locked-out these two vulnerable elders from their home, and also turned off their plumbing, heating, water, gas, and electric (when NJ had also declared a state-wide moratorium on utility shut offs during the pandemic). Moreover, each time Mr. Martinez called Rossmoor to find out why his key did not work, they kept hanging up on him without simply agreeing to provide him a new key to the locks they had changed; thereby, preventing him from returning to his own home for 2.5 years. On 10/20/21, when Ms. Selit contacted Mr. Meth upon learning that he had wrongfully reinstated the lawsuit after assuring her on 9/5/19 that he was discontinuing it, he attempted to justify this illegal lock-out that occurred 1.5 years before, by now stating that it was done to “winterize” the unit. Had Rossmoor truly believed the place needed winterizing, Mr. Meth would have taken the reasonable step of contacting Ms. Selit in early 2020 before doing so, as he was fully aware that Ms. Selit was representing them and had requested in writing that all future communications be addressed to her. Had Mr. Meth done the reasonable and ethical thing and contacted Ms. Selit, she would have said the unit did not need winterizing. Moreover, she would have asked him the following questions: Why winterize a unit in April when the weather is warm outside? Why winterize the unit now when it had never been winterized in the prior 8 years since it was purchased? Why had Rossmoor never hung up on Mr. Martinez claiming he was “rude” during those prior 8 years? Why did all this only happen after they filed a lawsuit and Debbie informed her that they were seeking to obtain a default judgment and put a tenant into the unit through a sheriff’s sale?

Condo Boards owe fiduciary duties to their members and, unlike an ordinary duty of care, those with fiduciary obligations are held to a very high standard. Boards are in a position of trust and are obligated to make sound financial decisions and take all actions in the best interests of each member, not just the Community as a whole. How safe can disabled elders feel after they are locked out of their home without notice, their water, plumbing, heat, gas, electric, etc. turned off and the phone repeatedly hung up on them whenever they call to get their key? How secure can seniors be when they are subject to: the arbitrary breaking into their unit? . . . the changing of their locks? . . . the shutting off all their services on the basis of winterization?! . . . and with their home being kept winterized during the summer as well for 2.5 years?!!

A Condo Board has an obligation to ensure that this does not happen to any of its members. A fiduciary duty is a heightened duty of care, where each member puts their trust in the Board to handle their affairs in their best interest and not to put them at risk of harm. Putting vulnerable elders at risk of financial exploitation and ruin, where they may end up homeless because the Condo’s lawyer (who has no incentive to curtail his billings) is given carte blanche authority to bill unlimited hours and sell a unit at a sheriff’s sale to satisfy \$26,000+ in legal fees, constitutes breach of fiduciary duty and elder abuse by the Rossmoor

² After assuring Ms. Selit on 9/5/19 that he was discontinuing the action, which she confirmed to him in writing.

Board. Mr. Martinez rightfully stopped paying some of the common charges in 2021 after he was continuously locked out of his unit by this Condo Board, and they kept repeatedly hanging up on him. Now, finally they have been provided a key to return to the Unit only to find that every single appliance in the unit must be discarded due to mold, mildew, and the fact that they are not functioning after being “winterized” for 2.5 years!

The heartbreaking thing is that Mr. Martinez bought this condo at Rossmoor in May 2012 after Mrs. Rodriguez was diagnosed with Alzheimer’s disease. Because of her diagnosis, Mr. Martinez—a teacher in the NYC School System—retired from his full-time job so he could take care of her. Also, because they were living in a small, rented apartment in a Low-Income Housing Development in NYC, Mr. Martinez bought this 2-bedroom, 2-bathroom condo in Monroe, NJ with the lump payment that he received at retirement from the School System, just so Mrs. Rodriguez could have a large space to relax despite facing the awful challenges that come with Alzheimer’s disease. But the Rossmoor Board, as Mr. Meth affirms under penalties of perjury, has “*not placed any limitations*” on his firm’s [billing] efforts to collect the balance due” from these two indigent, mentally incompetent elders, and to sell the only asset they own to recoup those excessive legal fees.

Very truly yours,

/s/Maryse S. Selit
Maryse S. Selit, Esq.
Attorney-at-Law

/s/Joseph H. Holland
Joseph H. Holland, Esq.
2022 Candidate for NY Attorney General