

Tumino v Sieger

2026 NY Slip Op 31535(U)

April 10, 2026

Supreme Court, New York County

Docket Number: Index No. 651517/2026

Judge: Lisa S. Headley

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

PRESENT: HON. LISA S. HEADLEY PART 17M

Justice

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INDEX NO. 651517/2026

THOMAS N. TUMINO AS TRUSTEE OF THE LEMONIA
MANOLATOS TRUST,

MOTION DATE 03/11/2026

Plaintiff,

MOTION SEQ. NO. 001

- v -

MICHAEL SIEGER, LARS KLINGSTEDT

**DECISION + ORDER ON
MOTION**

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 2, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32

were read on this motion to/for STAY.

Before the Court is the Order to Show Cause filed by plaintiffs, Thomas N. Tumino as Trustee of The Lemonia Manolatos Trust (“plaintiffs”) against Michael Sieger (“Sieger”) and Lars Klingstedt (“Klingstedt”)(collectively referred to as “Defendants”), for an order:

(a) restraining and enjoining, pursuant to CPLR 6301 and 6313, defendants their agents, employees, contractors or anyone on their behalf, jointly or severally, from entering the Premises, pursuant to CPLR 6301 and 6313; and

(b) restraining and enjoining defendants from proceeding with the alleged illegal lockout in housing court scheduled for trial on March 13, 2026 (*sic*), under index number 302363-26, staying said alleged illegal lockout proceeding until this matter is determined pursuant to CPLR 2201; and

In support of the Order to Show Cause, the movant-plaintiffs submit their attorneys’ affirmation, the deed for the subject property, a doctor’s letter, the alleged lease, and texts between defendant and contractor. Plaintiffs argue, *inter alia*, they are entitled to the issuance of a preliminary injunction pursuant to *CPLR §6301* because Defendants coerced and exerted undue influence upon Lemonia Manolatos (“Manolatos”) a vulnerable 90-year-old woman and beneficiary of the trust who has been diagnosed with vascular dementia by entering into an illegal lease with a monthly rent of \$2,400.00, when the last legal rental amount for the subject apartment

was only \$1,204.76. Plaintiff asserts Defendant Sieger was the real estate agent for the subject building and built a relationship with Plaintiff Manolatos, and once Plaintiff Manolatos became vulnerable Defendant Sieger took advantage of his position and gave himself an unconscionable deal for the subject apartment. Plaintiffs argue the monthly rental amount for \$2,400.00 is illegal and improper and would make Plaintiff Manolatos liable for an overcharge if the increased rental amount was accepted.

Additionally, Plaintiffs declare Defendant Sieger made arrangements to the subject apartment without the knowledge of the Trustee, Thomas Tumino (“Trustee”), who is the sole person who would have had authorization for any arrangements pertaining to the subject apartment. Plaintiffs argue that Defendants’ conduct has placed Plaintiff at risk of irreparable harm because without a stay of the alleged illegal lockout- Defendants will likely be placed into possession of the premises and be permitted to reside in the subject apartment in which they have illegally and fraudulently acquired. Plaintiffs note that Defendants do not and have never lived at the subject apartment.

Lastly, Plaintiff argues that a balance of the equities tip in favor of Plaintiffs because Plaintiff is the owner of the building and Defendants have clearly engaged in fraudulent, coercive, scheming bad faith behavior in attempt to obtain the subject apartment. Therefore, Plaintiffs request their Order to Show Cause be granted in its entirety.

In opposition, the Defendants cross-move and submit their attorney’s affirmation, and an affidavit of both Michael Sieger and Lars Klingstedt, as well as, the lease dated June 3, 2025, and both the former and new deed, among other documents. Defendants argue that Plaintiffs have failed to establish the requirements for a preliminary injunction, and the law does not support any type of injunctive relief because the injunction can be granted only if it is necessary to prevent the final ruling of the Court to be ineffective. The Plaintiffs seek two major types of relief in the complaint, 1) to set aside the lease; and 2) a monetary judgment which is legally problematic, because Defendants have a signed lease and it is valid and enforceable unless and until it is rescinded or otherwise nullified. Restricting Defendants out of the apartment is, however, highly prejudicial and that prejudice is relevant to the balancing of equities.

Defendants assert that rather than keep the Defendants out of the apartment they rented, they could be allowed to move in, and if the lease is set aside at some point in the future, Plaintiff could bring an eviction proceeding or seek an order of ejectment in this case. Additionally,

Defendants argue that Plaintiffs are completely unconcerned about anything but the current value and ease of sale of the building, a concern that has only recently come to the forefront when Ms. Manolatos suffered the December 2025 fall. Defendants declare that if Plaintiffs want to set aside an agreement based upon fraud, undue influence or the like, there has to be a demonstration of harm - essentially that the agreement sought to be set aside is a bad deal or is unfavorable to the party deceived or influenced, which is just not the case here, because the lease agreement is fair and reasonable. Moreover, Plaintiffs complain that it is one that brings in too much income, because the lease rent is too high, yet Defendants have walked into a possible rent overcharge situation with completely open eyes and under circumstances that a court may find constitute a rare waiver of a rent increase by a tenant.

Defendants contend Plaintiffs' position regarding Ms. Manolatos' incompetence is misleading because there seems to be no application to set aside the terms of the construction contract; if Ms. Manolatos was incompetent to sign a lease, then she was incompetent to execute the construction contract, and Plaintiff as a fiduciary, would have a duty to seek a return of the monies paid out, and Plaintiffs did not do anything about the contractor doing work to the subject apartment until months after the work started, and only after Ms. Manolatos suffered the recent fall and injury. Further, plaintiffs are not challenging the validity of any other leases signed by Ms. Manolatos. Prior to Ms. Manolatos' injury she was able to carry on a conversation by text prior to that injury. Ms. Manolatos' doctor has made it clear that his statements were not based on personal observation, but on what unnamed relatives told him-which is not a proper form of diagnosis as to Ms. Manolatos' cognitive ability six months ago; and the current cognitive condition was due to "traumatic brain injury" on 12/31/25 - well after the lease was signed; there does not seem to be any medical record for conditions prior to the December fall.

Defendants assert that Ms. Manolatos clearly was signing leases and clearly was signing checks, including one for substantial sums of money for the construction. Neither Plaintiff nor any other family member ever tried to exercise any control over Ms. Manolatos, and they did not even limit the free funds available to her in her checking account; as stated by Defendant Sieger, Ms. Manolatos saw the work as it was being done. She lived in the building. There was no way that she was unaware of the progress of the renovations, at least in general terms. Plaintiffs' argument regarding Defendants' possession of the subject apartment is false since Defendants were given keys, took possession, and entered and left the premises from time to time while the work was

being done. They could not move their furniture in because the apartment was being renovated; and as of now Defendants have a lease and that lease has not been set aside; during the pendency of this action and unless the Court does vacate the lease, Defendants are persons entitled to lawful occupancy of the apartment. Defendants argue that there is really no problem with the lease other than its existence, and it is only a problem for Mr. Tumino because he decided to sell the building after Ms. Manolatos had a head injury in December 2025, well after the lease was signed. Therefore, Defendants request for Defendants to be permitted to move in on the condition they pay the lease rental amount which Plaintiff's claim they cannot collect more than that from any tenant no matter how this case comes out, so they cannot claim prejudice.

DISCUSSION

It is well settled that in order for a party to establish entitlement to a preliminary injunction, “a movant must establish a likelihood or probability of success on the merits, irreparable harm in the absence of an injunction, and a balance of the equities in favor of granting the injunction.” *Stockley v. Gorelik*, 24 A.D. 3d 535, 536 (2d Dep’t 2005). Movants must show that the irreparable injury is “material and actual for which monetary compensation is inadequate.” *New York County Lawyers' Ass'n v. State*, 192 Misc. 2d 424, 433 (N.Y. Sup. Ct. New York County 2002); *See also*, *300 W10th 19b LLC v. Bd. of Managers of Towers on the Park Condominium* (N.Y. Sup Ct. New York County 2022).

After oral argument, and upon a thorough and careful review of the Order to Show Cause, the Cross-Motion, affirmations, affidavits and exhibits presented, the court finds that the plaintiffs have failed to establish entitlement to a preliminary injunction.

The plaintiffs have failed to establish a likelihood or probability of success on the merits. Namely, the lease between the parties was signed on June 3, 2025. It is in effect from January 1, 2026, through December 31, 2027. It is not until December of 2025, some six months after the signing of the lease and after plaintiff LEMONIA Manolatos suffered an unwitnessed backwards fall that the plaintiffs are alleging the lease is not valid. (*See, NYSCEF Doc. No. 5*).

There has been no proof that irreparable harm will occur in absence of an injunction. In fact, a determination as to whether an illegal lockout has occurred goes to the very essence of the housing matter and whether defendants are entitled to reside therein until such determination is made. In addition, defendants allege that they are more than willing to pay the rent.

Finally, there will be no balance of the equities in favor of granting the injunction. In fact,

pursuant to the lease, the defendants were to take possession on January 1, 2026, and have still not been allowed to take possession and determination on whether the defendants have been illegally locked out by plaintiffs will ensure that the balance of equities is indeed given a chance to be sought.

Accordingly, it is hereby

ORDERED that plaintiff's Order to Show Cause seeking a preliminary injunction to stay the illegal lockout proceeding scheduled for a hearing on April 13, 2026, **IS DENIED**, and it is further


ORDERED that the plaintiffs **are stayed from selling the subject property and renting the subject premises pending resolution of the remainder of this Order to Show Cause** which will be determined after the hearing and decision of the illegal lockout proceeding; and it is further

ORDERED that the plaintiffs shall inform this court of the outcome of the illegal lockout proceeding; and it is further

ORDERED that any requested relief sought not expressly addressed herein has nonetheless been considered; and it is further

ORDERED that within 30 days of entry, plaintiff shall serve a copy of this Decision/Order upon the defendant with notice of entry.

This constitutes the Decision/Order of the Court.

<u>4/10/2026</u> DATE	 LISA S. HEADLEY, J.S.C.			
CHECK ONE:	<input type="checkbox"/> CASE DISPOSED	<input type="checkbox"/> DENIED	<input checked="" type="checkbox"/> NON-FINAL DISPOSITION	<input type="checkbox"/> OTHER
APPLICATION:	<input type="checkbox"/> GRANTED		<input type="checkbox"/> GRANTED IN PART	
CHECK IF APPROPRIATE:	<input type="checkbox"/> SETTLE ORDER		<input type="checkbox"/> SUBMIT ORDER	
	<input type="checkbox"/> INCLUDES TRANSFER/REASSIGN		<input type="checkbox"/> FIDUCIARY APPOINTMENT	<input type="checkbox"/> REFERENCE