

Jara v MelMel LLC

2026 NY Slip Op 32023(U)

May 7, 2026

Supreme Court, New York County

Docket Number: Index No. 452679/2024

Judge: Kathleen Waterman-Marshall

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This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. KATHLEEN WATERMAN-MARSHALL PART 31M

Justice

-----X INDEX NO. 452679/2024

CONSUELO JARA,

Plaintiff,

12/06/2025,
12/09/2025,
MOTION DATE 12/16/2025

- v -

MOTION SEQ. NO. 001 002 003

MELMEL LLC, NICHOLAS MELISSINOS, LISA BOVA-HIATT

Defendant.

DECISION + ORDER ON MOTION

-----X

The following e-filed documents, listed by NYSCEF document number (Motion 001) 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 78, 79, 80

were read on this motion to/for PREL INJUNCTION/TEMP REST ORDR

The following e-filed documents, listed by NYSCEF document number (Motion 002) 41, 42, 43, 44, 45, 46, 47, 48, 49

were read on this motion to/for DISCOVERY

The following e-filed documents, listed by NYSCEF document number (Motion 003) 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 83

were read on this motion to/for JUDGMENT - SUMMARY

Upon the foregoing documents and following on-the-record oral argument on April 15, 2026, the separate motions by plaintiff Consuelo Jara ("Ms. Jara"), for an order: (1) pursuant to CPLR §§ 6301 and 6311, granting a preliminary injunction against defendants MelMel LLC ("MelMel") and Nicholas Melissinos ("Melissinos") enjoining them from commencing a non-payment proceeding against Ms. Jara pending final determination of this action (Motion Seq. 001); (2) pursuant to CPLR 3124, compelling MelMel and Melissinos to respond to Ms. Jara's First Set of Interrogatories, First Request for Production of Documents (collectively "the Discovery Demands"), and to the September 11, 2025 Preliminary Conference Order ("the PC Order"); and (3) pursuant to CPLR 3212, granting Ms. Jara partial summary judgment on her first and second causes of action, for violation of the New York City Human Rights Law ("NYCHRL") and New York State Human Rights Law ("NYSHRL"), requiring said defendants to complete all necessary steps to process Ms. Jara's Section 8 voucher, declaring that Ms. Jara's liability for monthly rent is limited to her Section 8 share, and permanently enjoining said defendants from commencing any nonpayment proceeding against Ms. Jara for more than her Section 8 share, is granted.

The Court read its Decision into the record, the transcript of which is So-Ordered, attached hereto, and the findings and conclusions incorporated at length herein.

In very brief and very broad strokes, Ms. Jara – a 67-year old woman whose native language is Spanish and whose sole income is Social Security benefits of approximately \$1,900 per month – is the rent-stabilized tenant of Apt. 2C at 34-57 73 Street, Jackson Heights, Queens (“the Premises”). MelMel is the owner of the Premises and Melissinos is the managing agent. The monthly rent for Apt. 2C is \$764. In 2023, MelMel and Melissinos commenced a nonpayment of rent eviction proceeding against Ms. Jara. During the course of that proceeding, on February 27, 2023, the New York City Housing Authority (“NYCHAS”) issued Ms. Jara a Section 8 Emergency Housing Voucher (“the Voucher”), to subsidize her rent.¹

NYCHA’s approval of the use of the Voucher for Apt. 2C would result in NYCHA entering into a Housing Assistance Payments contract (“HAP Contract”) with MelMel, pursuant to which NYCHA would pay its share of Ms. Jara’s rent (calculated as the difference between the full monthly rent and roughly 30% of household income). In order to obtain such approval from NYCHA, MelMel was required to submit a Request for Tenant Approval (“RFTA”) on or before December 24, 2023, which was 300 days from the date of issuance of the Voucher (*see* 24 CFR 982.300, 982.400, 982.500 *et seq*).

To date, and despite due and consistent demand for nearly three years, MelMel and Melissinos have failed to submit the RFTA or take any action necessary to process Ms. Jara’s Voucher such that NYCHA will enter into a HAP Contract and commence paying its Section 8 share of the rent on behalf of Ms. Jara. It is undisputed that Ms. Jara’s Section 8 share of the rent for Apt. 2C is \$445.

Ms. Jara commenced this action on September 27, 2024, in which she alleges that MelMel’s refusal to accept and process her Voucher constitutes discrimination under the NYCHRL and NYSHRL, and seeks a tolling of the expiration of her Voucher, damages for the statutory violations, and other relief (NYSCEF Doc. No. 1). MelMel and Melissinos answered and asserted counterclaims, to which Ms. Jara replied. Ms. Jara also served the Discovery Demands and this Court issued a PC Order and a Compliance Conference Order.

To date, MelMel and Melissinos have failed to respond to the Discovery Demands or this Court’s directives in the conference orders. As noted above, MelMel and Melissinos also have failed and refused to process the Voucher. Instead, on or about November 29, 2025, MelMel served Ms. Jara with a rent demand, providing the basis for it to commence another nonpayment of rent eviction proceeding against Ms. Jara.

Consequently, the instant three motions ensued. On December 16, 2025, this Court signed Ms. Jara’s motion for a preliminary injunction and granted a temporary restraint enjoining defendants from commencing nonpayment proceedings against Ms. Jara. The discovery motion and partial summary judgment motion followed. MelMel and Melissinos failed to oppose the motions and their attorney appeared twenty minutes late to the oral argument.

¹ The non-payment of rent eviction proceeding against Ms. Jara was discontinued in June of 2024, after she received a “One-Shot Deal” from NYC Human Resources Administration and became current on her rent.

Discussion : Each Motion is Granted

Ms. Jara met her burden of establishing the absence of any questions of fact and that she is entitled to judgment as a matter of law on her first and second causes of action for violation of the NYCHRL and NYSHRL by submitting, *inter alia*, her affidavit, the Voucher, and her attorney's repeated written requests that MelMel and Melissinos process the Voucher (*see Friends of Thayer Lake, LLC v. Brown*, 27 NY3d 1039 [2016] [on motion for summary judgment, burden rests with moving party to make prima facie showing it is entitled to judgment as matter of law and demonstrate absence of any material fact issues]). Ms. Jara met her burden on the motion even though it is unopposed (*see Yonkers Ave. Dodge, Inc. v BZ Results, LLC*, 95 AD3d 774, 774-75 [1 st Dept 2012] ["While an unopposed summary judgment motion will be denied upon a movant's failure to establish prima facie entitlement to summary judgment or where the evidence creates a question of fact, here [movant] met its burden and the record contains no evidence creating a question of fact"]). Indeed, her factual claims on summary judgment may be deemed admitted because MelMel and Melissinos failed to serve any responses to the material facts (*see Moonstone Judge, LLC v Shainwald*, 38 AD3d 215, 216 [1st Dept 2007]).

The record establishes that MelMel and Melissinos have consistently failed and refused to submit the RFTA and take the necessary steps to process Ms. Jara's Section 8 Voucher, which "constitutes a refusal to accept plaintiff's Section 8 benefits and, therefore, a violation of the antidiscrimination provisions of the J-51 tax abatement law" and the NYCHRL (*see Rakhman v Alco Realty I, L.P.*, 81 AD3d 424, 424-25 [1st Dept 2011]; *Tapia v Successful Mgmt. Corp.*, 79 AD3d 422, 424 [1st Dept 2010] ["However, it is discriminatory to "refus[e] to accept the means of payment proffered by [Section 8 tenants] solely because those means are obtained through a federal housing program"]]).

Consequently, Ms. Jara is awarded summary judgment on her first and second causes of action, for violation of NYCHRL and NYSHRL, thus entitling her to a declaration that her liability for monthly rent at Apt. 2C is limited to her Section 8 share (*see generally Kosoglyadov v 3130 Brighton Seventh, LLC*, 54 AD3d 822, 824 [2d Dept 2008] [tenants successful on claim that landlord discriminated against them in violation of J-51 tax abatement would entitled to relief retroactive to date landlord rejected section 8 rent subsidy and would be responsible only for their share of section 8 rent]). For the same reasons, she is also entitled to a permanent injunction directing MelMel and Melissinos to immediately submit to NYCHA the RFTA, with all other required documents and take all necessary steps to process Ms. Jara's Section 8 Voucher, and permanently enjoining MelMel and Melissinos from commencing any nonpayment proceeding against Ms. Jara for more than her Section 8 share of the rent, as Ms. Jara demonstrated success on the merits of her claim, irreparable injury in the absence of an injunction [she will be subject to additional nonpayment proceedings and evicted], and a balance of equities in her favor (*see Doe v Axelrod*, 73 NY2d 748, 750 [1988]).

In addition, Ms. Jara is entitled to an order, pursuant to CPLR 3124, compelling MelMel and Melissinos to comply with the Discovery Demands, including the directives of this Courts' PC Order. The Discovery Demands seek matter that is material and necessary to the prosecution of Ms. Jara's claims and defense against defendants' counterclaims (*see CPLR § 3101[a]; Forman v Henkin*, 30 NY3d 656, 661 [2018]). Ms. Jara also demonstrated that defendants have

failed to respond to her proper demands, warranting an order directing them to do so (see CPLR 3124; O'Halloran v Metro. Transportation Auth., 169 AD3d 556, 557 [1st Dept 2019] [court providently exercised discretion in granting motion to compel discovery and directing defendants to produce documents responsive to plaintiffs' requests]).

Finally, in view of the Court's award of partial summary judgment to Ms. Jara, together with its declaration that Ms. Jara is only liable for her share of the Section 8 rent commencing April 2024, and grant of a permanent injunction barring defendants from commencing any nonpayment of rent eviction proceedings against Ms. Jara for amounts over and above her Section 8 share of the rent, her motion for preliminary injunction addressed to those issues is moot and academic.

Accordingly, it is hereby

ORDERED, ADJUDGED AND DECLARED that Ms. Jara's motion for partial summary judgment on her first and second causes of action, is granted, and Ms. Jara's liability for rent is limited to the amount that would have been her Section 8 share of \$445.82 per month for the period from May 2024 to December 2024, and \$436.68 per month for the period from January 2025 to the date that NYCHA begins making subsidy payments to the Landlord Defendants on Ms. Jara's behalf; and it is further

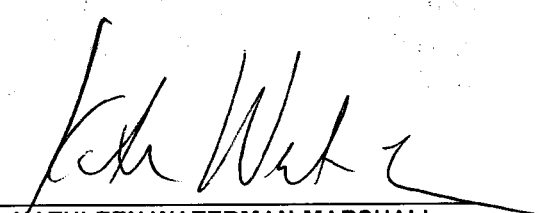
ORDERED that Defendants MelMel and Melissinos are directed to immediately take the necessary steps to begin the process for Ms. Jara to use her Section 8 Voucher by April 30, 2026; and it is further

ORDERED that Ms. Jara's motion to compel Defendants MelMel and Melissinos to comply with their discovery obligations is granted and said Defendants shall, by April 30, 2026, serve written responses to Ms. Jara's Interrogatories, produce documents called for in Ms. Jara's Document Requests and in the September 11, 2025 Preliminary Conference Order; and it is further

ORDERED that Ms. Jara's motion for a preliminary injunction is denied as moot.

5/7/2026 Nunc Pro Tunc
to 4/15/2026

DATE


KATHLEEN WATERMAN-MARSHALL,
J.S.C.

CHECK ONE:

CASE DISPOSED

GRANTED

SETTLE ORDER

INCLUDES TRANSFER/REASSIGN

DENIED

NON-FINAL DISPOSITION

GRANTED IN PART

SUBMIT ORDER

FIDUCIARY APPOINTMENT

OTHER

REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: