

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
BARBARA PRITCHETT, as Distributee  
of Willene Barton, date of death  
September 27, 2005,

Plaintiff,

-against-

MACEDONIA COMMUNITY DEVELOPMENT  
CORP., d/b/a MACEDONIAN COMMUNITY  
DEVELOPMENT CORP., NICHOLAS  
GENEVIEVE-TWEED, and CATHERINE WILLIAMS,

Defendants.  
-----X

Index No. 26500/05  
Date Purchased: Dec. 9, 2005

Plaintiff designates  
Queens County as the  
place for trial

The basis of the venue is the  
Defendant's Principal Place  
of Business

SUMMONS


Defendant's principal place of  
business is:  
37-22 Union Street  
Flushing, New York 11355

TO THE ABOVE NAMED DEFENDANTS:

**YOU ARE HEREBY SUMMONED** to answer the complaint in the above 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 Attorney 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 served 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.

Dated: Flushing, New York  
December 8, 2005

Yours, etc.

  
MICHAEL F. MONGELLI II, P.C.  
BY: ANGELO M. GRASSO  
Attorneys for Plaintiff  
BARBARA PRITCHETT

41-07 162<sup>ND</sup> Street  
Flushing, New York 11358  
Tel. No. 718-463-7333  
Fax No. 718-358-4872  
File No. 5341

1

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
BARBARA PRITCHETT, as Distributee  
of Willene Barton, date of death  
September 27, 2005,

**Index No.**

Plaintiff,

-against-

MACEDONIA COMMUNITY DEVELOPMENT  
CORP., d/b/a MACEDONIAN COMMUNITY  
DEVELOPMENT CORP. NICHOLAS  
GENEVIEVE-TWEED, and CATHERINE WILLIAMS,

**VERIFIED COMPLAINT**

Defendants.  
-----X

Plaintiff, by her attorneys, MICHAEL F. MONGELLI II, P.C., complaining of the  
Defendants herein, states and alleges the following upon information and belief:

1. That at all times hereinafter mentioned, the Plaintiff, Barbara Pritchett, was and still resides at 159 Hillcrest Avenue, Town of Morristown, State of New Jersey.
2. That at all times hereinafter mentioned, Macedonia Community Development Corporation is a not-for-profit corporation existing and operating under the laws of the State of New York, and having its principal place of business located at 37-22 Union Street, Flushing, County of Queens, City and State of New York.
3. That at all times hereinafter mentioned, Nicholas Genevieve-Tweed was and still resides in the County of Queens, City and State of New York, and was employed by or affiliated with

the Macedonia Community Development Corporation.

4. That at all times hereinafter mentioned, Catherine Williams was and still resides in the County of Queens, City and State of New York, and was employed by or affiliated with the Macedonia Community Development Corporation.
5. That at all times hereinafter mentioned, the Macedonia Community Development Corporation was and is under the direct control of Nicholas Genevieve-Tweed and/or Catherine Williams.
6. That at all times hereinafter mentioned, the Macedonia African Methodist Episcopal Church is owned, operated, and controlled by the Macedonia Community Development Corporation, and, in turn, by Nicholas Genevieve-Tweed and/or Catherine Williams.
7. That Willene Barton, the first cousin of Plaintiff herein, died on September 27, 2005, at the age of seventy-six (76), without spouse, issue or parents, and at all relevant times resided at 47-17 Smart Street, Flushing, New York.
8. That Daisy Barton, the mother of Willene Barton, died on July 4, 2005, at the age of ninety-four (94) and at all relevant times also resided at 47-17 Smart Street, Flushing, New York.
9. On or about September 4, 1990, a deed was executed in the State of New York, on the

premises known as 47-17 Smart Street, Flushing, New York, a/k/a Block 5220, Lot 31

(hereinafter referred to as the "Premises") more fully herein described as:

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and in Flushing, Borough and County of Queens, City and State of New York, situated on the east side of Smart Avenue, distant one hundred and forty-five (145) feet northerly from the northeast corner of Sinclair Avenue and Smart Avenue;

Running thence easterly and parallel with Sinclair Avenue one hundred (100) feet;

Thence northerly and parallel with Smart Avenue thirty-five (35) feet;

Thence westerly and parallel with Sinclair Avenue, one hundred (100) feet to the easterly side of Smart Avenue; and

Thence southerly along the easterly side of Smart Avenue thirty-five (35) feet to the point or place of BEGINNING.

whereupon the Premises were transferred from Daisy Barton (mother) to Willene Barton (daughter).

10. On or about August 4, 1997, a deed was executed in the State of New York transferring said Premises from Willene Barton (daughter) to Daisy Barton (mother) and Willene Barton (daughter) as joint tenants with rights of survivorship.
11. On or about June 1, 2005, Willene Barton and Daisy Barton, both of whom were sick with terminal illnesses, purportedly entered into some type of an agreement with Defendant Macedonia Community Development Corporation to convey the Premises to Defendant Macedonia Community Development Corporation (the "Agreement") for no consideration.

12. On July 4, 2005, Daisy Barton passed away at the age of ninety-four (94) leaving Willene Barton as her only distributee.
13. Subsequent to the death of Daisy Barton, both Nicholas Genevieve-Tweed and Catherine Williams repeatedly and intentionally used and abused their positions of power and authority as ministers and officials in the Macedonia Community Development Corporation and Macedonia African Methodist Episcopal Church (collectively hereinafter the "Macedonia Church") to exert power, control and influence over a weakened, ill, and infirm Willene Barton, who had just experienced the death of her mother and was suffering with terminal cancer.
14. In July of 2005, almost immediately after the passing of Daisy Barton, and while she was grieving over the passing of her mother and suffering from her own terminal illness, Defendants Nicholas Genevieve-Tweed and Catherine Williams, acting individually and/or on behalf of the Macedonia Church, convinced Willene Barton to transfer the Premises worth hundreds of thousands of dollars to themselves and/or the Macedonia Church for no consideration, under the guise that they would arrange for the proper funeral, burial and internment of her beloved mother Daisy Barton.
15. That notwithstanding the outrageous conduct of Nicholas Genevieve-Tweed and Catherine Williams in procuring such a no consideration deed, neither Nicholas Genevieve-Tweed nor Catherine Williams attempted to fulfill their promise to Willene Barton and instead buried

Daisy Barton in an unmarked potter's grave, against the wishes of the ill and incapacitated Willene Barton.

16. That such burial was carried out against the dying wishes of the deceased Daisy Barton, who desired to be buried in Evergreen Cemetery, located in Morristown, New Jersey, and this desire was known to both Nicholas Genevieve-Tweed and Catherine Williams based upon their roles in the Macedonia Church.
17. That subsequent to Daisy Barton's death on July 4, 2005, Catherine Williams coerced Willene Barton into executing a power of attorney, naming Catherine Williams and Nicholas Genevieve-Tweed as agents for the purpose of pilfering the late Daisy Barton's assets and the incapacitated Willene Barton's property.
18. As a result of the this pattern of coercion and conduct of Nicholas Genevieve-Tweed and Catherine Williams, on or about July 28, 2005, Willene Barton, while still grieving from her recently deceased mother and ridden to her bed with inoperable cancer, executed a deed transferring the Premises to the Defendant Macedonia Church for no consideration.
19. That the transfer of the Premises to the Defendant Macedonia Church was done at the direction, request and behest of its pastor, Nicholas Genevieve-Tweed and Catherine Williams.

20. That while she was ill with terminal cancer, Willene Barton was in and out of hospitals and nursing homes as part of her medical care. At all times while in these healthcare facilities, Catherine Williams informed the staff, doctors and nurses that Willene Barton was alone and had no close relatives, despite the repeated visits by her relatives, including the Plaintiff Barbara Pritchett, and the repeated offers by her relatives, including Barbara Pritchett, to care for her personally in New Jersey.
21. That against the advice of Willene Barton's social workers, Catherine Williams forbade Willene Barton from going to a hospice center, despite it being in Willene Barton's best interests and covered under her Medicare insurance. Instead, Catherine Williams elected to withdraw thousands of dollars from Willene Barton's personal funds, partially to pay for her medical expenses and partially for Catherine Williams' own needs.
22. On September 27, 2005, Willene Barton died of cancer, leaving Plaintiff, her first cousin, as one of at least fifteen (15) known heirs of her Estate, as she was predeceased by her parents and sibling, whose funeral the Defendants did even bother to pay for despite taking title to Willene's premises for no consideration.
23. After the death of Willene Barton, Barbara Pritchett was assured by Nicholas Genevieve-Tweed and his agents that she would be remunerated for the expenses associated with Willene Barton's funeral and burial. To date, no such remuneration has been made.



**AS AND FOR A FIRST CAUSE OF ACTION FOR UNJUST ENRICHMENT**

24. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "23" inclusive, with the same force and effect as though more fully set forth herein.
25. That Willene Barton and Daisy Barton entered into the Agreement with Defendants premised upon false promises, statements and representations made by the Defendants, including but not limited to that Defendants would provide care and services to Daisy Barton and Willene Barton during their times of illness and upon their deaths.
26. That Defendants did not provide any such care or services to either Daisy Barton or Willene Barton.
27. That the Defendants have been unjustly enriched by the transfer of the Premises by Willene Barton and Daisy Barton to the Macedonia Church.
28. That based on the foregoing, Plaintiff demands that a constructive trust be impressed upon the Premises described herein in her favor and still in possession of the Defendants, or in the alternative awarding to the Plaintiff judgment for the value of the Premises that was transferred to the Macedonia Church for no consideration on July 28, 2005.

**AS AND FOR A SECOND CAUSE OF ACTION FOR FRAUDULENT INDUCEMENT**

29. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "28" inclusive, with the same force and effect as though more fully set forth herein.
30. That Willene Barton and Daisy Barton entered into the Agreement with Defendants premised upon false promises, statements and representations made by the Defendants, including but not limited to that Defendants would provide care and services to Daisy Barton and Willene Barton during their times of illness and upon their deaths.
31. That Defendants did not provide any such care or services to either Daisy Barton or Willene Barton.
32. That Willene Barton was fraudulently induced into signing a deed which transferred title to the Premises to the Macedonia Church.
33. That the promises and representations made by the Defendants were false when made and the Defendants knew that they were false at the time they were made, and in truth the Defendants had no intention of carrying out any promised they made to Daisy Barton and Willene Barton, including, but not limited to, the promised care and services they promised Willene Barton and Daisy Barton in exchange for title to the Premises.

- © 2004 Blackwell Publishers Ltd. *Journal of the Philosophy of Education Society of Great Britain* 33, 1–7

transferred to the Macedonia Church for no consideration on July 28, 2005.

**AS AND FOR A THIRD CAUSE OF ACTION**

39. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "38" inclusive, with the same force and effect as though more fully set forth herein.
40. That the Defendants intentionally interfered with Willene Barton's right to own and possess the Premises and her estate planning whereby she sought to have her estate equally divided amongst her cousins, including Plaintiff, by inducing her to transfer title to the Macedonia Church for no consideration.
41. That based on the foregoing, Plaintiff demands that a constructive trust be impressed upon the Premises described herein in her favor and still in possession of the Defendants, or in the alternative awarding to the Plaintiff judgment for the value of the Premises that was transferred to the Macedonia Church for no consideration on July 28, 2005.

**AS AND FOR A FOURTH CAUSE OF ACTION FOR CONVERSION**

42. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "41" inclusive, with the same force and effect as though more fully set forth

herein.

43. That the Defendants took and/or wrongfully came into possession of property other than the Premises that formerly belonged to Daisy Barton or Willene Barton and to which Plaintiff is entitled as a distributee of the Estate of Willene Barton.
44. That Plaintiff has been damaged by the aforesaid actions of Defendants and demands that Defendants be ordered to account for all property and money received by Defendants from Daisy Barton, Willene Barton and/or the Estate of Willene Barton regardless of whether such property or money is no longer in the possession of the Defendants.

**AS AND FOR A FIFTH CAUSE OF ACTION FOR CONVERSION**

45. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "44" inclusive, with the same force and effect as though more fully set forth herein.
46. That the July 28, 2005 transfer of the Premises from Willene Barton to the Defendants was entered into for no consideration and because of an abuse of trust and confidence and was obtained by the undue influence exerted upon Willene Barton by Defendants and others acting in concert with Defendants.

47. That based on the foregoing, Plaintiff demands that a constructive trust be impressed upon the Premises described herein in her favor and still in possession of the Defendants, or in the alternative awarding to the Plaintiff judgment for the value of the Premises that was transferred to the Macedonia Church for no consideration on July 28, 2005.

**AS AND FOR A SIXTH CAUSE OF ACTION FOR FRAUD**

48. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "47" inclusive, with the same force and effect as though more fully set forth herein.
49. Defendants Nicholas Genevieve-Tweed and Catherine Williams made false promises, statements and representations to Willene Barton that they knew to be false at the time they were made with the intention to deceive Willene Barton, including, but not limited to, falsely promising Willene Barton that they would give her mother, Daisy Barton, a proper funeral, burial and internment, and did so with the intent to deceive Willene Barton.
50. Willene Barton relied on the promises, statements and representations of Nicholas Genevieve-Tweed and Catherine Williams when she transferred title of the Premises to Defendants for no consideration
51. Because of the aforesaid no consideration transfer, the Estate of Willene Barton was greatly

damaged by the diminution of value of the Premises.

52. That by such actions, Defendants Macedonia Church, Nicholas Genevieve-Tweed and Catherine Williams committed fraud upon Willene Barton.

53. That based on the foregoing, Plaintiff demands that a constructive trust be impressed upon the Premises described herein in her favor and still in possession of the Defendants, or in the alternative awarding to the Plaintiff judgment for the value of the Premises that was transferred to the Macedonia Church for no consideration on July 28, 2005.

**WHEREFORE**, Plaintiff respectfully requests judgment against the Defendants, Macedonia Community Development Corporation, and Catherine Williams on the first, second, third, fifth and sixth causes of action by impressing a constructive trust upon the Premises located at 47-17 Smart Street, Flushing, New York as against the Defendants, or in the alternative awarding to the Plaintiff judgment for the value of the Premises that were transferred to Defendants on July 28, 2005; and on the fourth cause of action by order Defendants to account for all property received by Defendants from Willene Barton while she was alive and/or from the Estate of Willene Barton regardless of whether the same is no long in the possession of Defendants; and for all such other and further relief as this Court deems just, proper and equitable.

Dated: December 9, 2005  
Flushing, New York

Yours etc.,



MICHAEL F. MONGELLI II, P.C.

BY: ANGELO M. GRASSO, ESQ.

Attorneys for Plaintiff

BARBARA PRITCHETT

41-07 162<sup>nd</sup> Street

Flushing, New York 11358

Tel: (718) 463-7333

Fax: (718) 358-4872

File No. 5341



**VERIFICATION**

STATE OF NEW YORK )

SS.:

COUNTY OF QUEENS )

I, the undersigned attorney admitted to practice in the Courts of New York State, state that I am an associate in the office of **MICHAEL F. MONGELLI II, P.C.**, the attorney of record for the Plaintiff in the within action; I have read the foregoing and know the contents thereof; the same is true to my own knowledge except as to the matters therein stated to be alleged on information and belief, and as to those matters, I have believe it to be true. The reason this verification is made by me and not the Plaintiff, is because Plaintiff's place of residence is located in a county outside of the county where your deponent maintains his office, to wit, Queens County.

The grounds of my belief as to all matters not stated upon my knowledge are as follows: by the records I keep. I affirm the foregoing statements are true, under the penalties of perjury.

Dated: Flushing, New York  
December 8, 2005

  
ANGELO M. GRASSO

