SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

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LISA RENEE OLASO and CYRIL J. CHRISTOPHER,

Plaintiffs,

-against-

DOUGLAS ELLIMAN REALTY LLC., HELEN TZELIOS, ZENGNUAN WANG, CHARLES NEOCLEOUS, BARBARA NEOCLEOUS and BARBARA NEOCLEOUS AS TRUSTEE,

Defendants.

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Index No.
Date Purchased:
Plaintiff designates
**QUEENS COUNTY**
as Place of Trial
Basis of Venue:
Defendant Address

**SUMMONS**

146-41 26th Avenue – Apt. #2
Flushing, New York 11354

**TO THE ABOVE NAMED DEFENDANTS:**

**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 date of service (or within thirty (30) days after service is complete if the Summons is not personally delivered to you in the State of New York); in the case of your failure to appear or answer, Judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: Hauppauge, New York
October 21, 2026

**LAW OFFICE OF KENNETH M. MOLLINS,PC**

**By: KENNENTH M. MOLLINS**
Attorneys for Plaintiffs
1393 Veterans Memorial Highway
Suite 101S
Hauppauge, New York 11788
(631) 608-4100

Defendants Addresses

DOUGLAS ELLIMAN REALTY LLC.
c/o Secretary of State

DOUGLAS ELLIMAN REALTY LLC.,
36-29 Bell Blvd.
Flushing, New York 11361

HELEN TZELIOS
DOUGLAS ELLIMAN REALTY LLC.,
36-29 Bell Blvd.
Flushing, New York 11361

HELEN TZELIOS
1208 Robin Lane
Apt. #1
Bayside, New York 11360

ZENGNUAN WANG
235 73RD Street
Brooklyn, New York 11209

CHARLES NEOCLEOUS
146-41 26TH Avenue
Flushing, New York 11354

BARBARA NEOCLEOUS
146-41 26TH Avenue
Flushing, New York 11354

BARBARA NEOCLEOUS, AS TRUSTEE
146-41 26TH Avenue
Flushing, New York 11354

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

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LISA RENEE OLASO and CYRIL J. CHRISTOPHER, Index No.

Plaintiffs, **VERIFIED COMPLAINT**

-against-

DOUGLAS ELLIMAN REALTY LLC.,
HELEN TZELIOS, ZENGNUAN WANG,
CHARLES NEOCLEOUS, BARBARA NEOCLEOUS
and BARBAR NEOCLEOUS AS TRUSTEE,

Defendants.

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Plaintiffs, by their attorneys, allege upon personal knowledge as to their own acts and upon information and belief as to other matters, as follows:

## NATURE OF THE ACTION

1. This is an action for racial discrimination in connection with the prospective rental of residential housing in Flushing, Queens, New York. Plaintiffs allege that, during arrangements for a viewing, a person acting in connection with the rental transmitted to them a message stating, "Ugh, they're Black."

2. After that message, a person associated with the rental explained, in substance, that the comment related to prior problems involving Black people at the premises or in the neighborhood. Plaintiffs allege that these communications conveyed racial disapproval and caused humiliation and emotional distress.

3. Plaintiffs do not allege, based on presently known facts, that a defendant expressly refused to show or rent the property. Plaintiffs acknowledge that a showing was offered after the

messages. They allege that the racially derogatory communications caused them to abandon that showing.

4. Plaintiffs seek relief under the Fair Housing Act, 42 U.S.C. § 3604(c) and § 3613; New York Executive Law § 296(5), to the extent applicable; and the New York City Human Rights Law, Administrative Code of the City of New York § 8-107(5) and § 8-502.

## PARTIES, JURISDICTION AND VENUE

5. Plaintiff LISA RENEE OLASO an individual residing at 52 Deepdale Drive, Commack, New York 11725 and was a prospective renter of the subject property.

6. Plaintiff CYRIL J. CHRISTOPHER an individual residing at 52 Deepdale Drive, Commack, New York 11725 and was a prospective renter of the subject property.

7. At all times mentioned herein, Defendant, DOUGLAS ELLIMAN REALTY LLC., was and still is a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York.

8. At all times mentioned herein, Defendant, DOUGLAS ELLIMAN REALTY LLC., was and still is a foreign corporation duly organized and existing under and by virtue of the laws of the State of New York.

9. At all times mentioned herein, Defendant, DOUGLAS ELLIMAN REALTY LLC., was and still is a sole proprietorship organized and existing under and by virtue of the laws of the State of New York.

10. At all times mentioned herein, Defendant, DOUGLAS ELLIMAN REALTY LLC., was and still is a partnership organized and existing under and by virtue of the laws of the State of New York.

11. At all times mentioned herein, Defendant, DOUGLAS ELLIMAN REALTY LLC., was a joint venture organized and existing under and by virtue of the laws of the State of New York.

12. At all times mentioned herein, Defendant, DOUGLAS ELLIMAN REALTY LLC., was a not-for-profit corporation organized and existing under and by virtue of the laws of the State of New York.

13. Defendant DOUGLAS ELLIMAN REALTY LLC., doing business at 36-29 Bell Boulevard, Flushing, Queens, New York and, upon information and belief, employed, supervised, or acted through HELEN TZELIOS in connection with the proposed rental. This allegation is subject to confirmation.

14. Defendant HELEN TZELIOS was, at relevant times, a licensed real estate salesperson/broker or other participant in the rental transaction, with an address at 36-29 Bell Boulevard, Flushing, Queens, New York.

15. Defendant ZENGNUAN WANG owned or controlled the premises located at 146-41 26th Avenue, Apt. #2, Flushing Queens, New York, and participated in the rental communications to the extent established by the messages and subsequent investigation.

16. The property was offered or presented for residential rental. Its number of units, occupancy, ownership, and any claimed statutory exemption remain to be confirmed.

17. Defendant CHARLES NEOCLEOUS owned or controlled the premises located at 146-41 26th Avenue, Apt. #2, Flushing Queens, New York, and participated in the rental communications to the extent established by the messages and subsequent investigation.

18. Defendant BARBARA NEOCLEOUS owned or controlled the premises located at 146-41 26th Avenue, Apt. #2, Flushing Queens, New York, and participated in the rental

communications to the extent established by the messages and subsequent investigation.

19. At all times hereinafter mentioned Defendant BARBARA NEOCLEOUS was and is the duly appointed Trustee and acting Trustee of the STELIOS and THALIA MATHEOU IRREVOCABLE TRUST (hereinafter referred to as the "TRUST").

20. At all relevant times, the Trust, acting by and through its Trustee, BARBARA NEOCLEOUS was the owner of the real property and residential premises located at 146-41 26th Avenue, Apt. #2, Flushing Queens, New York.

21. Defendant BARBARA NEOCLEOUS in her capacity as Trustee of the Trust possessed the authority to own, manage, maintain, lease, rent and/or otherwise exercise control over the subject premises either directly or through her representatives, employees and/or real estate broker.

22. Upon information and belief, and all relevant times, the real estate broker and/or brokerage Defendant's acted as agents and/or representations of the owner of the subject premises in connection with the advertisement, showing, negotiation and proposed rental of the subject premises to prospective tenants including Plaintiffs herein.

23. The property was offered or presented for residential rental. Its number of units, occupancy, ownership, and any claimed statutory exemption remain to be confirmed.

24. Venue is proper in Queens County under CPLR 503 and/or 507 because the relevant property and substantial events are located in Queens County. This Court has jurisdiction over the state and city claims and concurrent jurisdiction over the federal Fair Housing Act claim.

## FACTUAL ALLEGATIONS

25. On or about June 20, 2026, Plaintiffs arranged to view residential premises at 146-41 26th Avenue, Apt. #2, Flushing Queens, New York in connection with their search for a rental home.

26. In connection with the planned showing, Plaintiffs received communications concerning their arrival and/or instruction to exit their vehicle. The complete sequence, sender identities, and exact wording shall be confirmed against the original messages.

27. During that exchange, Defendant HELEN TZELIOS sent Plaintiffs a text message stating, "Ugh, they're Black." The message was apparently intended for someone other than Plaintiffs.

28. Plaintiffs understood the message as expressing disdain or disapproval toward them because of their race.

29. Thereafter, Defendant HELEN TZELIOS communicated to Plaintiffs, in substance, that the comment was made because there had previously been problems at the residence and in the neighborhood involving Black people. Plaintiffs will rely on the actual wording and sender information shown in the preserved messages.

30. Defendant HELEN TZELIOS also indicated that the message had been sent accidentally and that Plaintiffs could nevertheless view the premises.

31. Plaintiffs were upset and humiliated by the communications, Plaintiff LISA RENEE OLASO cried, and Plaintiffs declined to proceed with the scheduled viewing.

32. Plaintiffs subsequently continued their search for rental housing through other brokers and ultimately blocked messages from Defendant HELEN TZELIOS.

33. Plaintiffs have not reported medical or mental-health treatment for the emotional distress arising from this incident. Plaintiffs claim actual emotional harm to the extent established by

their testimony and other competent evidence.

34. On information and belief, the challenged statements were made in connection with the offering, showing, negotiation, or rental of the subject dwelling, by one or more persons acting as owner, broker, salesperson, agent, or representative.

35. Plaintiffs allege that the statement "Ugh, they're Black," considered in the context of the subsequent explanation, indicated a racially discriminatory preference or limitation to an ordinary listener.

36.Upon information and belief, Defendant owner retained, authorized, or otherwise engaged Defendant HELEN TZELIOS and/or Defendant DOUGLAS ELLIMAN REALTY LLC., to advertise, market, and arrange showings of the subject premises to prospective tenants.

37. At all relevant times, Defendant HELEN TZELIOS was acting within the scope of her actual or apparent authority in communicating with Plaintiffs concerning the rental and proposed showing of the subject premises.

38. In connection with the proposed showing, Defendant HELEN TZELIOS transmitted a text message to Plaintiffs stating, "Ugh, they're Black."

39. Following transmission of the message, Defendant HELEN TZELIOS represented that the message had been intended for Defendant owner and had been transmitted to Plaintiffs inadvertently.

40. Defendant HELEN TZELIOS further explained that her statement related to alleged prior problems involving Black individuals in the neighborhood or in premises.

41. Plaintiffs were humiliated, offended, and emotionally distressed by the racially disparaging statement and declined to proceed with the scheduled showing.

42. Upon information and belief, Defendant HELEN TZELIOS was acting in connection with the performance of her authorized brokerage responsibilities when the foregoing communications occurred.

43. Defendant DOUGLIAS ELLIMAN REALTY LLC., is liable to PLAINTIFFS in that they acted in position of respondeat superior to Defendant HELEN TZELIOS.

44. Plaintiffs allege that Defendant owner is responsible for the actionable conduct of Defendant HELEN TZELIOS to the extent established by applicable principles of agency and vicarious liability.

45. The extent of Defendant owners knowledge of, participation in, or authorization of the discriminatory conduct, if any, is presently unknown and may be established through discovery.

**FIRST CAUSE OF ACTION**

Federal Fair Housing Act — Discriminatory Housing Statements 42 U.S.C. § 3604(c) and 3613

46. Plaintiffs incorporate by referenced the allegations set forth in paragraphs "1" through "33" of the Complaint as if fully set forth herein.

47. In connection with the rental of a dwelling, the Defendant responsible or Defendants made or caused to be made statements indicating a preference, limitation, or discrimination based on race, as understood by an ordinary listener.

48. Such conduct violated 42 U.S.C. § 3604(c) and 3613, to the extent each Defendant is directly or vicariously liable under applicable law.

49. Plaintiffs suffered humiliation, emotional distress, and deprivation of their right to be free of discriminatory housing statements, with the nature and extent of compensable injury to be established at trial.

**SECOND CAUSE OF ACTION**

New York State Human Rights Law — Housing Discrimination Executive Law § 296(5)

50. Plaintiffs incorporate by referenced the allegations set forth in paragraphs "1" through "37" of the Complaint as if fully set forth herein.

51. The challenged communications, in connection with the proposed residential rental, expressed a racial preference, limitation, or discrimination prohibited by the applicable provisions of Executive Law §296(5), including provisions governing discriminatory housing advertisements, statements, and real estate brokerage conduct, insofar as applicable to each Defendant.

52. Defendants are liable only to the extent their individual conduct, agency relationship, and the property fall within the statute and are not subject to an applicable exemption.

53. Plaintiffs sustained compensable injuries as alleged above.

**THIRD CAUSE OF ACTION**

New York City Human Rights Law — Discriminatory Housing Statements 4 NYC Administrative Code § 8-107(5)

54. Plaintiffs incorporate by referenced the allegations set forth in paragraphs "1" through "41" of the Complaint as if fully set forth herein.

55. The subject dwelling is located in New York City. The challenged statements were made in connection with its proposed rental and, viewed in context, indicated a racial preference, limitation, or discrimination.

56. As applicable to each Defendant's verified status and conduct, the statements violated NYC Administrative Code § 8-107(5), including § 8-107(5)(a)(2) and/or § 8-107(5)(c)(2).

57. Plaintiffs suffered humiliation, emotional distress, and infringement of rights protected by the NYCHRL. Plaintiffs seek the remedies authorized by NYC Administrative Code § 8-502.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs demand judgment against the Defendant or Defendants found liable, jointly and severally only to the extent permitted by law, as follows:

A. Compensatory damages in an amount to be determined at trial, separately for each Plaintiff;

B. Punitive damages to the extent authorized and supported by the evidence;

C. Declaratory and appropriate injunctive relief, if warranted;

D. Reasonable attorney's fees and costs as authorized by applicable law, including 42 U.S.C. §3613(c)(2) and NYC Administrative Code § 8-502;

E. Prejudgment and post judgment interest to the extent permitted by law; and

F. Such other and further relief as the Court deems just and proper.

**JURY DEMAND**

Plaintiffs demand a trial by jury on all issues triable of right by jury.

Dated: October 21, 2026
Hauppauge, New York

LAW OFFICE OF KENNETH M. MOLLINS, P.C.

By: _____

KENNETH M. MOLLINS, ESQ.
Attorneys for Plaintiffs
1393 Veterans Memorial Highway
Suite 101S
Hauppauge, New York 11788
631-608-4100

# VERIFICATION

STATE OF NEW YORK )
ss:
COUNTY OF SUFFOLK )

I, LISA RENEE OLASO, being duly sworn, deposes and says:

I am the Plaintiff in the within action.

I have read the foregoing **SUMMONS AND VERIFIED COMPLAINT** and know the contents thereof, the same is true to my own knowledge, except as to those matters therein alleged to be on information and belief, and as to those matters I believe it to be true.

Lisa Renee Olaso
LISA RENEE OLASO

Sworn to before me this
21st day of October 2026

Notary Public

KENNETH M. MOLLINS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02MO4758250
Qualified in Suffolk County
Commission Expires August 30, 20

# VERIFICATION

STATE OF NEW YORK )
ss:
COUNTY OF SUFFOLK )

I, CYRIL J. CHRISTOPHER, being duly sworn, deposes and says:

I am the Plaintiff in the within action.

I have read the foregoing **SUMMONS AND VERIFIED COMPLAINT** and know the contents thereof, the same is true to my own knowledge, except as to those matters therein alleged to be on information and belief, and as to those matters I believe it to be true.

Cyril J Christopher
CYRIL J. CHRISTOPHER

Sworn to before me this
21st day of October 2026

Notary Public

KENNETH M. MOLLINS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02MO4758250
Qualified in Suffolk County
Commission Expires August 30, 20 30