

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

TOWN OF YORKTOWN,

Plaintiff,

-against-

WILLIAM CATUCCI, WEJ REALTY CORP., LAKE
MOHEGAN MANSION, LLC,

Defendants.

VERIFIED COMPLAINT

Index No. ____/2026

The Town of Yorktown (“Plaintiff” or “Town”), by and through its attorneys, Bleakley Platt & Schmidt, LLP, as and for its Verified Complaint against William Catucci (“Catucci”), WEJ Realty Corp. (“WEJ”), and Lake Mohegan Mansion, LLC (“LMM,” and collectively, “Defendants”), alleges as follows:

PARTIES

1. **Plaintiff** is a municipal corporation organized under the laws of the State of New York, located entirely within Westchester County, with its principal office located at 363 Underhill Avenue, Yorktown, New York 10598.

2. Upon information and belief, **Catucci** is—and was at all relevant times herein—an individual who resides in the Town. Specifically, Catucci resides at 1715 Strawberry Road, Mohegan Lake, New York 10547.

3. Upon information and belief, **WEJ** is—and was at all relevant times herein—a domestic business corporation, incorporated under the laws of the State of New York, with New York State Department of State ID 7675026. WEJ’s principal executive address is 1715 Strawberry Road, Mohegan Lake, New York 10547.

4. Upon information and belief, **LMM** is—and was at all relevant times herein—a domestic business corporation, incorporated under the laws of the State of New York, with New

York State Department of State ID 2660069. LMM is headquartered in Westchester County and its agent for service of process is Anthony J. Centone, PC, 1950 East Main Street, Suite 205A, Mohegan Lake, New York 10547.

JURISDICTION

5. The Court has jurisdiction over this proceeding under CPLR 301 and CPLR 3001.

VENUE

6. Venue is proper in Westchester County under CPLR 503(a) because it is where the events giving rise to the underlying causes of action occurred and it is the parties' residence.

BACKGROUND

7. Catucci, as the Managing Member of LMM, entered into discussions with Plaintiff regarding the transfer of a piece of real property in or about November 2015. The specific piece of real property was located within "Fieldstone Manor," a proposed residential subdivision, within the Town, located at Section-Block-Lot 15.11-1-17.

8. Approximately one year later, in August 2016, the Yorktown Planning Board ("YPD") approved Resolution 16-16, "Resolution Approving a Stormwater Pollution Prevention Plan Permit, Wetland Permit, Tree Permit, and Final Subdivision Plat for the Fieldstone Mantor Subdivision." A true and correct copy of Resolution 16-16 is annexed hereto as Exhibit A.

9. As outlined by Resolution 16-16:

WHEREAS pursuant to Town Code Section §195-35(A)(1), approximately 10% of the total area of a subdivision is required to be dedicated by the subdivider for a playground or active recreation use;

WHEREAS the Town of Yorktown Recreation Commission correspondence dated January 21, 2014 states the commission determined the best use for recreation area within this subdivision would be for three tennis courts, one basketball court, and a small gravel public parking area to be created on a piece of the Property that was previously used for softball; and

Id. at 5 (emphasis added).

10. In furtherance of accomplishing the stated goals and objectives of Town Code § 195-35(A)(1) referenced *supra*, the YPD resolved as follows:

RESOLVED based on an assessment of the recreation needs created by the subject subdivision, the recreation needs of the surrounding area reflected in the Town's Recreation Plan, and the recommendation of the Recreation Commission in their memo dated January 21, 2014, the Planning Board determined the Applicant will provide a recreation area, or similar should the Recreation Commission request a revised layout of sport courts, as requested by the Recreation Commission and noted herein; and

RESOLVED the recreation land as shown on the Final Plat and future bypass R.O.W. as shown on the Final Plat as Lot 17.18, consisting of 8.9 acres and noted as R.O.W./Recreation/Open Space to be deeded to the Town of Yorktown, shall be deeded to the Town of Yorktown; and

Id. at 5-6 (emphasis added).

11. The YPD further imposed a requirement that Fieldstone Manner, in accordance with the Town Code, include a number of affordable housing units:

RESOLVED this subdivision is subject to Town Code Chapter 102: Affordable Housing and the Applicant shall set aside two units within the development as affordable housing units, which shall adhere to the requirements of Chapter 102; and

Id. at 7 (emphasis added).

12. Catucci thereafter executed a deed—dated October 26, 2016 and filed with the Westchester County Clerk on April 15, 2019 under Control Number 562993288—conveying a piece of real property to Plaintiff (“Deed”). A true and correct copy of the Deed is annexed hereto as Exhibit B.

13. As noted in Schedule A of the Deed, the specific piece of real property conveyed to Plaintiff was Lot 17.18—a portion of 15.11-1-17, a/k/a 3675-3685 Fieldstone Manor Drive, Mohegan Lake, New York 10547—as directed in Resolution 16-16. Id. at 4; see also Ex. A at 6.

14. Almost six years after the Deed was recorded (i.e., 2025), neither Catucci nor LMM had complied with the obligation of providing recreation facilities on Lot 17.18.

15. To that end, in April 2025, counsel for Catucci and LMM wrote the Town Attorney and proposed a different recreation area be constructed on a different property. A true and correct copy of the April 2025 Letter is annexed hereto as Exhibit C.

16. As explained by counsel, the new proposal consisted of the following terms:

Mr. Catucci is proposing that, instead of this work, he perform construction of a recreational facility at the Granite Knolls Park in Yorktown, pursuant to a plan being developed by Joseph Arena, the Town Engineer. In return for the same, Yorktown would transfer the above referenced lot back to Lake Mohegan Mansion LLC, and the work there would no longer be required. This would all be contingent of the plan by Mr. Arena being acceptable to both Mr. Catucci and the Yorktown Town Board.

Id. at 1.

17. Approximately six months later, in October 2025, counsel for Catucci and LMM wrote the Town Attorney to withdraw the offer made in April 2025. A true and correct copy of the October 2025 Letter is annexed hereto as Exhibit D.

18. Specifically, counsel for Catucci and LMM advised that “Catucci has decided that he has no interest in purchasing the 8 acres . . . that you are now offering to sell back to him” Counsel further requested confirmation that the Town “is no longer requiring the construction of tennis courts,” and advised that, upon such confirmation, “Catucci will remove all of his equipment from the property which he was going to use to build the tennis courts.” Id.

19. On June 10, 2026, Jason Zeif (“Zeif”), the Yorktown Code Enforcement Officer, issued a Notice of Violation to Defendants in connection with their activity he observed on Lot 17.18; to wit, the ongoing construction of basketball courts and the presence of vehicles and equipment in violation of Town Code. A true and correct copy of the Notice of Violation is annexed hereto as Exhibit E. As observed by the Town, the violations were attributable to Catucci and WEJ.

20. The Notice of Violation contains two Memoranda of Violation, which advise Catucci and WEJ of two, specific Town Code violations.

21. First, the Notice of Violation advised Catucci and WEJ that the present, ongoing construction of basketball courts violated Town Code § 300-195(A). Id. at 2. Town Code § 300-195(A) provides, *inter alia*, that:

[n]o building or structure shall be erected, enlarged, altered or moved until a permit therefor has been issued by the Building Inspector. Except upon a written authorization of the Board of Appeals, no building permit . . . shall be issued for any building where said construction, addition, alteration, moving or use thereof would be in violation of any of the provisions of this chapter.

As explained in that Memorandum of Violation, “A Building Permit is required for the construction of the basketball courts. PLEASE STOP ALL WORK.” Id.¹

22. Second, the Notice of Violation advised Catucci and WEJ that the presence of vehicles and equipment violated Town Code § 213-4. Id. Town Code § 213-4 provides that:

[n]o person shall injure or destroy any building, equipment, sign or grounds owned and maintained by the Town of Yorktown.

As requested in that Memorandum of Violation, “Please remove all vehicles, trucks and equipment from Town of Yorktown property.” Id.

23. Upon information and belief, as observed by the Town, the presence of vehicles and/or other equipment on Lot 17.18 as resulted in wear and tear to the land, contamination to the land occasioned by the leakage of environmentally damaging substances and materials traversing the area (i.e., gasoline and potential carcinogens), and the presence of generalized refuse and clutter. Catucci and WEJ further clearcut the land to open the space used by the vehicles and/or other equipment.

¹ The Town Code defines “structure” to mean “[a]nything constructed or erected, the use of which requires location on or in the ground or attachment to something having location on the ground.” Town Code § 300-3(B).

24. The Notice of Violation advised Catucci and WEJ that:

YOU ARE THEREFORE DIRECTED AND ORDERED to rectify immediate and comply with the law and to remedy the conditions above mentioned 30 days from the date of this notice.

Id. at 1.

25. The Notice of Violation advised Catucci and WEJ further that:

Failure to comply with this order is punishable by a fine not exceeding two hundred and fifty dollars (\$250.00) or by imprisonment not exceeding fifteen (15) days, or both such fine and imprisonment. Each day of such violation shall constitute a separate offense.

Id.

26. Neither Catucci, WEJ, nor LMM have ever secured a permit of any kind with regard to constructing basketball courts on Lot 17.18 (i.e., the Town's real property).

27. Neither Catucci, WEJ, nor LMM have ever secured any kind of duly-recognized authorization allowing them to park vehicles and/or equipment of any kind on Lot 17.18 (i.e., the Town's real property).

28. The Town issued the Notice of Violation on June 10, 2026, advised Catucci and WEJ as to the Notice of Violation that same day, and mailed it to Catucci and WEJ that day or shortly thereafter.

29. As of the filing of this action—i.e., more than fifty (50) days after the Notice of Violation was issued and Catucci and WEJ were advised of same—Catucci and WEJ have failed to comply with the Notice of Violation's duly-issued directives.

30. Catucci and WEJ's non-compliance with the Town's lawful directives is willful.

31. Given the foregoing, Plaintiff requires judicial intervention to compel Catucci and WEJ's compliance with the Town Code.

FIRST CAUSE OF ACTION***Declaratory Judgment that Catucci and WEJ Have Violated Town Code § 300-195(A)***

32. Plaintiff repeats and realleges each and every allegation contained in the paragraphs above as if fully set forth herein.

33. Town Code § 300-195(A) provides, *inter alia*, that:

[n]o building or structure shall be erected, enlarged, altered or moved until a permit therefor has been issued by the Building Inspector. Except upon a written authorization of the Board of Appeals, no building permit . . . shall be issued for any building where said construction, addition, alteration, moving or use thereof would be in violation of any of the provisions of this chapter.

34. Catucci and WEJ have violated Town Code § 300-195(A) because they are presently—and have been since at least June 10, 2026—in the process of constructing basketball courts on property owned by Plaintiff without a duly-issued permit.

35. Plaintiff issued a Notice of Violation on June 10, 2026 ordering Catucci and WEJ's cessation of activities associated with constructing basketball courts and their compliance with applicable law within thirty (30) days thereof. Catucci and WEJ have failed to comply with the requested actions by the deadline and remain in violation of Town Code § 300-195(A).

36. According to Town Code § 300-198(A), violating Town Code § 300-195(A) is an offense “[p]unishable by imprisonment for a term not exceeding 15 days or by a fine not exceeding \$500 a day, or by both such fine and imprisonment.”

37. The violation of Town Code § 300-195(A) is, moreover, a continuing offense and “each day the offense is continued” is deemed “a separate and distinct offense hereunder.” Town Code § 300-198(A).

38. Catucci and WEJ are jointly and severally liable to Plaintiff for violating Town Code § 300-195(A).

39. Plaintiff, accordingly, seeks a judicial declaration that Catucci and WEJ's construction of basketball courts are unlawful, that they must comply with Plaintiff's directives to stop work, and that they must pay Plaintiffs a fine set by the Court plus statutory interest in connection therewith.

SECOND CAUSE OF ACTION

Declaratory Judgment that Catucci and WEJ Have Violated Town Code § 213-4

40. Plaintiff repeats and realleges each and every allegation contained in the paragraphs above as if fully set forth herein.

41. Town Code § 213-4 provides that:

[n]o person shall injure or destroy any building, equipment, sign or grounds owned and maintained by the Town of Yorktown.

42. Catucci and WEJ have violated Town Code § 213-4 because they are presently—and have been since at least June 10, 2026—parking vehicles and other equipment on Lot 17.18, the Town's real property without any type of duly-recognized authorization.

43. Plaintiff issued a Notice of Violation on June 10, 2026 ordering Catucci and WEJ's cessation of activities associated with parking vehicles or equipment on the property and their compliance with applicable law within thirty (30) days thereof. Catucci and WEJ have failed to comply with the requested actions by the deadline and remain in violation of Town Code § 213-4.

44. According to Town Code § 213-11, violating Town Code § 213-4 is an offense “[p]unishable by imprisonment for a term not exceeding 15 days or by a fine not exceeding \$250, or by both such fine and imprisonment.”

45. The violation of Town Code § 213-4 is, moreover, a continuing offense and “each day the offense is continued” is deemed “a separate and distinct offense hereunder.” Town Code 213-11.

46. Catucci and WEJ are jointly and severally liable to Plaintiff for violating Town Code § 213-4.

47. Plaintiff, accordingly, seeks a judicial declaration that Catucci and WEJ's parking of vehicles and equipment on the Town's real property—or allowing others to do so—is unlawful, that they must comply with Plaintiff's directives to stop work, and that they are required to pay Plaintiffs a fine set by the Court plus statutory interest in connection therewith.

THIRD CAUSE OF ACTION

Unjust Enrichment Against Catucci and WEJ for the Unlawful Charging of Rent for Using the Town's Real Property

48. Plaintiff repeats and realleges each and every allegation contained in the paragraphs above as if fully set forth herein.

49. Upon information and belief, Catucci and WEJ charge other individuals and/or entities rent to park vehicles and/or keep other items on Lot 17.18. Stated differently, Catucci and WEJ are profiting by charging others to use the Town's real property.

50. Upon information and belief, Catucci and WEJ have demanded—and accepted—money from other individuals and/or entities rent to park vehicles and/or keep other items on Lot 17.18 for more than one year prior to the filing of this action.

51. Upon information and belief, Catucci and WEJ have charged—and accepted—money from other individuals and/or entities rent in exchange for parking vehicles and/or keeping other items on Lot 17.18 without any legal justification or other duly-recognized permission.

52. Upon information and belief, Catucci has been personally enriched by unlawfully “renting” space on Lot 17.18 to other entities and/or individuals.

53. Upon information and belief, WEJ has been enriched by unlawfully “renting” space on Lot 17.18 to other entities and/or individuals.

54. Plaintiff has been injured as a result of Catucci's and WEJ's unlawful use of Lot 17.18.

55. It is against equity and good conscience to allow Catucci and/or WEJ to retain the rent payments made to them in exchange for the use of Lot 17.18 (i.e., the Town's real property).

56. Catucci and WEJ are jointly and severally liable to Plaintiff for the damage caused by their unlawful profiteering off the Town's real property.

57. By virtue of the foregoing, Catucci and WEJ must transfer any and all rent payments made to them, in exchange for the use of Lot 17.18, plus statutory interest from the date each payment was unlawfully received, and be enjoined from further unlawful profiteering connected to the Town's real property.

FOURTH CAUSE OF ACTION

Declaratory Judgment that Catucci and LMM Have Failed to Comply with their Affordable Housing Obligation

58. Plaintiff repeats and realleges each and every allegation contained in the paragraphs above as if fully set forth herein.

59. The YPD, when it authorized Fieldstone Manor in August 2016, required that LMM—represented by its Managing Member, Catucci—comply with Town Code Chapter 102: Affordable Housing. Ex. A at 7.

60. As of the date of this pleading—weeks short of ten years later—neither LMM and Catucci have complied with their obligation to include affordable housing units in Fieldstone Manor, as required by the Town Code.

61. Plaintiff, accordingly, seeks a judicial declaration that LMM and Catucci are required to set aside, within Fieldstone Manor, affordable housing units in compliance with the Town Code, and that they must do so forthwith.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor as follows:

- a) On the First Cause of Action, a declaration that Catucci and WEJ have violated Town Code § 300-195(A), permanently enjoining further violation, and setting a fine for such violation in accordance with Town Code § 300-198 plus statutory interest;
- b) On the First Cause of Action, a preliminary injunction preventing Catucci and WEJ's continued violation of Town Code § 300-195(A);
- c) On the Second Cause of Action, a declaration that Catucci and WEJ have violated Town Code § 213-4, permanently enjoining further violations, and setting a fine for such violation under Town Code § 213-11 plus statutory interest;
- d) On the Second Cause of Action, a preliminary injunction preventing Catucci and WEJ's continued violation of Town Code § 213-4;
- e) On the Third Cause of Action, judgment from Catucci and WEJ in the amount of all rents paid to Catucci and WEJ in exchange for the use of Lot 17.18, plus statutory interest from the date each unlawful payment was received, and permanently enjoining Catucci and WEJ from any further such unlawful profiteering;
- f) On the Third Cause of Action, a preliminary injunction preventing Catucci and WEJ to charge other individuals and/or entities rent for using Lot 17.18;
- g) On the Fourth Cause of Action, a declaration that Catucci and LMM are required, under Resolution 16-16 to set aside affordable housing units, within Fieldstone Manor, in compliance with the Town Code, and directing compliance therewith forthwith; and
- h) On All Causes of Action, such other and further relief as this Court deems just and proper.

Dated: White Plains, New York
July 31, 2026

BLEAKLEY PLATT & SCHMIDT, LLP
Attorneys for Plaintiff

By: /s/ Adam Rodriguez

Adam Rodriguez, Esq.
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VERIFICATION

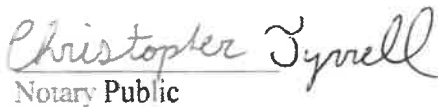
STATE OF NEW YORK)
) SS.:
COUNTY OF WESTCHESTER)

I, JOHN H. LANDI, the Building Inspector for the Plaintiff in the above-entitled action, having been duly sworn, deposes and states as follows under penalties of perjury:

I have read the foregoing Verified Complaint and know the contents thereof. The same is true to my knowledge, except as to the matter therein stated to be alleged on information and belief, and that as to those matters, I believe them to be true.


JOHN H. LANDI

Sworn to before me this
30 day of July, 2026


Notary Public

