

EXHIBIT F

w/ edits

JACOB HODES, YASHNA MAYA PADAMSEE, SHRUTI PAREKH, LUCAS SHAPIRO, JULES SKLOOT (AKA JULIA SKLOOT), SUNDEEP SINGH SUCHDEV (AKA SONNY SINGH).

Index No. HP 6229/17

Petitioners,

- against -

JUDITH GRUNBAUM, 209 WALLABOUT STREET, APT 5, BROOKLYN, NY 11206

STIPULATION OF SETTLEMENT

Respondent-Landlord,

- & -

DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT (DHPD),

Respondent-DHPD.

Premises:
70 South Elliott Place
Brooklyn, NY 11217

SO ORDERED
J. Blum
Josephine Blum Kuzniowski
Clerk of Court

WHEREAS, on or around June 26, 2017 , the above-named Petitioners commenced this instant HP Action (the "Proceeding") against JUDITH GRUNBAUM ("Respondent-Landlord") in connection with the violations of the warranty of habitability, and other substandard housing conditions at 70 South Elliott Place, Brooklyn, NY 11217 ("Subject Premises");

WHEREAS, on August 17, 2017 Landlord-Respondent, by her attorney, entered into a Consent Order (hereinafter "Consent Order"), pursuant to which Landlord-Respondent was ordered to remedy all HPD violations of record; and to correct all violations classified as "C" (immediately hazardous), except for "C" violations regarding lead paint hazards, within 30 days; all Class "B" violations of record within 60 days; and all Class "A" violations within 90 days. As to violations pertaining to concealed water leaks, Respondent agreed to present proof to court of all steps taken to correct said condition if the proceedings is restored to the court calendar.

FILED: KINGS COUNTY CLERK 09/30/2020 10:43 AM

NYSCEF DOC. NO. 10

INDEX NO. 518435/2020

RECEIVED NYSCEF: 09/30/2020

WHEREAS, on or around December 20, 2017 Petitioners moved for criminal and civil contempt by Notice of Petition, based upon their claims that Respondent-Landlord failed to comply with the Consent Order;

WHEREAS, since the filing and service of Petitioners' motion for contempt, there have been approximately three adjournment dates. Parties now wish to resolve this matter without the need for further litigation and hereby stipulate to settle this proceeding;

NOW, THEREFORE, in consideration of the mutual covenants set forth below, plus other and valuable consideration, the receipt and sufficiency of which are hereby acknowledged;

IT IS HEREBY STIPULATED AND AGREED between Petitioners and Respondent-Landlord in this Proceeding, that Petitioners' motion for civil and criminal contempt dated December 20, 2017 is ~~settled~~ ^{withdrawn w/o prejudice -} according to the following terms, along with the attached Schedules and Exhibits which shall be incorporated herein and deemed part of this agreement:

1. Respondent-Landlord, their agents, successors and assignees shall permanently correct all underlying conditions causing the violations listed in the DHPD's Open Violations Reports dated June 1, 2018 (annexed hereto as Schedule A) as well as the conditions described in paragraphs 2 and 3, such that the condition will not recur, by ~~June 30, 2018.~~ ^{July 31,}
2. Conditions requiring correction that may not be reflected on the open violation report include:
 - a. All recurring water leaks will be traced to their source and abated including;
 - i. The leak in the ceiling of the rear (second from East) bedroom on the third floor,
 - ii. The leak in the ceiling of the first floor hallway,
 - iii. The leak in the ceiling of the pantry off of the kitchen,

- b. All windows and window frames in the house will be replaced with new windows and frames, including with sliding screens, with the exception of the two windows in the rear bedroom (second bedroom from East) on the third floor, the middle window in the front bedroom (first bedroom from East) on the third floor which tenants replaced themselves, *(Ten (10) windows total)*
- c. The doors and door frames for the two doors leading from the rear bedroom on the garden level to the garden will be replaced with new doors and door frames,
- d. The sink in the bathroom of the garden level will be unclogged, *if gap is larger than 1/4 inch*
- e. All interior masonry will be repointed and sealed, ~~with a sealant~~
- f. *BROKEN & DEFECTIVE* The tiles in the bathrooms on the second floor and garden level will be removed, *IF ANY* the rotten and moldy wood behind them will be replaced and repaired, and the tiles will be re-caulked/~~grouted~~.
- g. The broken skylight *GLASS* will be replaced with new,
- h. The wallpaper in the third floor bathroom will be removed and the walls painted,
- i. All bathrooms will have proper ventilation fans with all ductwork necessary to provide ventilation installed, *AS REQUIRED BY LAW.*
- j. The loose floorboard in the hallway of the third floor will be replaced,
- k. Holes in the wood floors will be repaired with new floorboards rather than filled with putty,
- l. the floor of the first floor bathroom will be tiled,
- m. the floor of the third floor bathroom will be retiled with matching tiles.
3. Additionally, the tenants will be provided with:
- a. two (2) hose hookups, one in the front of the house and one in the garden,

i. ~~both doors leading to and from front and backyard foyers will be replaced, including door frames. Doors and frames will be painted in matching colors.~~

j. walls and ceilings and floors of backyard foyer will be repaired, plastered and painted.

k. light in the closet in rear bedroom on garden level will be fixed and operable

~~4. New windows will be installed~~
~~1. one in front bedroom on third floor~~
~~2. one in back bedroom on third floor (side room)~~
~~3. second floor every window~~

l. roof will be checked and repaired to permanently abate leaks, AS REQUIRED BY LAW.

m. Bathroom on garden level: wall with shower head will have sheetrock and tiles replaced, with similar ~~tiles~~ TILES.

n. A judicial inspection of the premises will be performed ~~to~~ if Patterson's restore ~~will~~ PROCEEDING.

o. all ~~loose or broken floor boards~~ loose or broken floor boards will be replaced with matching wood, it possible → Patterson to email ~~locations of broken floorboards~~ LOCATIONS OF BROKEN FLOORBOARDS

p. ~~EXTERIOR DOORS~~ EXTERIOR DOORS ^{WITHIN 7 DAYS} - MAIN FRONT DOOR, GARDEN LEVEL FRONT DOOR, ~~BACK~~ GARDEN LEVEL REAR, INSPECT & REPAIR/REPLACE AS REQUIRED BY LAW → SHALL BE REPAIRED, AND IF REQUIRED BY LAW, REPLACED.

YHT
File

BETWEEN 5' AND 10'

- b. kitchen cabinets will be installed,
- c. the gas stove will be replaced with a new gas stove,
- d. the kitchen sink cabinet will be replaced with a new sink cabinet,
- e. the pipes sticking out of the floor in the rear bedroom (second bedroom from East) on the garden level will be removed,

- ~~f. a washer and dryer will be installed,~~
- f. Tile First Floor Bathroom floor.
- g. the front stoop will be repaired.

4. For each day after June 30, 2018 that the work is not complete Respondent-Landlord will be liable for \$250 per day in liquidated damages.

AS REQUIRED BY LAW.

repaired and stained with holes filled.

5. YHT Management will be responsive and expedient in making repairs and remain in good communication with tenants if any problems arise. YHT Management will return all messages and communications within two days, ~~business~~ ^{business}

6. Respondent-Landlord represents that all repair work performed shall be done in a professional and workmanlike manner, including but not limited to: drop cloths will be used for all interior painting, plastering and pointing; a uniform color will be chosen for all painting and plastering; tiles will be replaced with the same matching tiles; wood floor boards will be replaced with wood boards of the same matching color/stain; surfaces will be scraped and smoothed before a new coat of paint is added; drywall seams will be adequately covered and not visible; and removal of plaster and paint, including lead paint abatement and scraping, will be done in compliance with applicable safety laws and regulations. Any defects in the quality of such work shall be promptly repaired by Respondent-Landlord at Respondent-Landlord's sole cost and expense.

if possible, similar if not

if possible, similar if not

AS REQUIRED BY LAW.

7. Apartments and common areas are to be left in "broom swept" condition at the end of each workday.

~~8. Respondent-Landlord will provide ^{written notice} one-week ~~notice~~ before repairs are to be performed. When providing notice Respondent-Landlord will describe in sufficient details the work to be performed and an estimate of how long it will take as well as any actions tenants must do to rearrange furniture or otherwise prepare the premises for the work.~~

9. Petitioners to provide access as arranged between the parties. Access shall be provided from 9 a.m. and 5 p.m. on weekdays, and weekends at Petitioners' discretion, ^{excluding a Holy Days} however if workers do not arrive by 11:00 a.m. Petitioners need not remain in their apartments to provide access. ^{Respondent to provide scope of next week's work by return email Friday.}


10. Respondent-Landlord shall work with a licensed contractor for all work which requires permits, which requires moving or alteration of a building system, including but not limited to plumbing and/or electrical work, and for all other work for which the law requires licensed contractors. ^{Lazer Weiss will provide Petitioners with his license number within two days of signing.}

11. Barry Minisky will not be permitted on the property.

12. Respondent-Landlord shall provide adequate heat and hot water, as required by law.

13. In consideration for the ^{withdrawing} settling of this contempt motion, landlord agrees to waive collection of ^{USE & OCCUPANCY} rent deposited in escrow ^{December 2017} from the commencement of the HP proceeding in

^{June 2017 to the date this agreement is signed. through July 31, 2018 rent, which also satisfies all covenants of habitability claims}

 ~~14. Tenants will have exclusive control without interference from the Respondent-Landlord ^{for the same period.} over choosing new occupants of units as any units become vacant in the building.~~

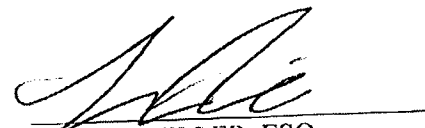
~~15. Respondent-Landlord shall pay to DHPD \$ _____ in civil penalties.~~

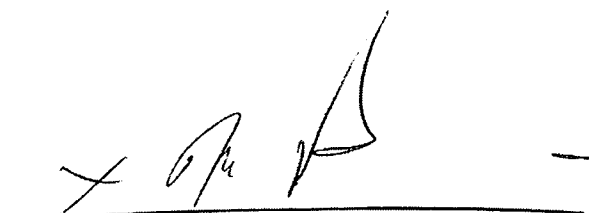
- ~~16. Petitioners reserve their right to seek civil penalties for all violations listed in the DHPD's Open Violations Reports dated June 1, 2018 (Schedule A) limited to those penalties, which have not already been recovered by DHPD.~~
- ~~17. Respondent-Landlord will pay to the Urban Justice Center's Community Development project \$6,950 in attorneys' fees. This amount reflects the 28 hours worked on this case by Linden Miller, Esq., billed at a rate of \$200 and 3 hours worked on this case by Sadia Rahman Esq., billed at \$450.~~
18. The Court shall retain continuing jurisdiction over this matter, HP Index No. 006229/17 regarding the subject premises.
19. Parties reserve their rights to seek civil and criminal contempt and/or restore this matter to the calendar upon default in performance of any of the terms hereunder. The successful party on any motion or Order to Show Cause may seek reasonable legal fees.
20. This Stipulation of Settlement represents the entire understanding by and between the parties and may not be modified except in writing signed by all parties.
21. This Stipulation ~~of Settlement~~ shall be binding upon all parties to this instant proceeding, their heirs, executors, administrators and successors in interest, who shall have the same rights as the parties hereto.
22. Nothing in this Stipulation shall prejudice DHPD's independent rights regarding the Violations.
23. Facsimile or e-filing signatures may be deemed original for purposes of filing this Agreement with the Court.
24. The undersigned counsel represent that they are authorized to sign this Stipulation on behalf of their respective clients.

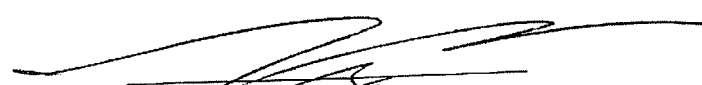
PETITIONER RESERVES RIGHTS
TO LEGAL FEES, RESPONDENT'S
RESERVE DEFENSES.

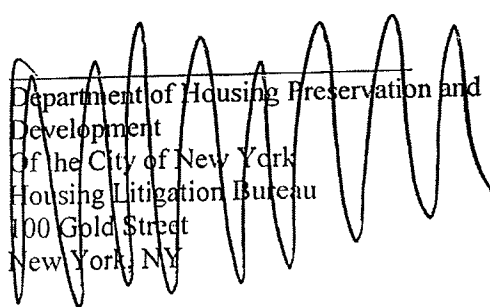
WHEREFORE, the following signatures are affixed hereto this 4th of June, 2018.

Dated: New York, New York
June 4, 2018


LINDEN MILLER, ESQ.
Community Development Project
Urban Justice Center
Attorneys for Petitioners
123 William Street, 16th Floor
New York, New York 10038
(646) 459-3066


MOSHE DEUTSCH
VLT MANAGEMENT -
~~RE~~


VIJAY KITSON, ESQ.
Hertz, Cherson & Rosenthal, P.C
Attorneys for Respondent
118-35 Queens Boulevard, 9th Floor
Forest Hills, NY 11375


Department of Housing Preservation and
Development
Of the City of New York
Housing Litigation Bureau
100 Gold Street
New York, NY

Description of Premises	
Floor	Petitioner
Cellar	Common Area: Boiler and fuse box
Basement/Garden Level – Front Unit (First bedroom from East)	Yashna Maya Padamsee
Basement/Garden Level – Back Unit (Second bedroom from East)	Jules Skloot (a/k/a Julia Skloot)
Main Level	Common Areas: Kitchen, pantry, living room, toilet room, hall
2 nd Floor– Front Unit (First bedroom from East)	Shruti Parekh
2 nd Floor– Back Unit (Second bedroom from East)	Jacob Hodes
3 rd Floor– Front Unit (First bedroom from East)	Lucas Shapiro
3 rd Floor– Back Unit (Second bedroom from East)	Sundeep Singh Suchdev (a/k/a Sonny Singh)