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CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK

Kathleen Rowe, Dionisha Montano, Kari Nichols, Marisol  
Correa, Jose Bada, Angela Rodriguez, Matias Matos, Valerie  
Jara, Damaris Bello, Hilda Izaguirre, Niulka Pichardo,  
Ramon Pizzini, Henry Gomez, Rosa Carrion, Mario Diaz  
Garcia, Luis Paniagua, Carmen Bonilla, Laura Wasserman  
Ramona Luna, Wendy Nunez, Deyanira Alvarez, Arelis  
Taveras, Vianela De La Cruz, Rachel Weingeist  
Ebonie McSweeney, Mariely Mendoza, Evelyn Reyes, Yahaira  
Paulino, Anya Patterson, Robinson Gonzalez, Andrew Eckert  
Stacy Lugo, Manuel Tavaraz, Isabelita De La Cruz

Index No. 308011/23

STIPULATION OF  
SETTLEMENT

Petitioners

- against -

Jonathan Samet, Angel Colon, 617 West 141<sup>st</sup> Street Partners  
LLC, US Realty Corp.

Respondents

New York City Department of Housing Preservation and  
Development.

Co-Respondent.

SO ORDERED  
  
HON. EVON M. ASFORIS  
11/17/23

**WHEREAS**, Petitioners Kathleen Rowe, Dionisha Montano, Kari Nichols, Marisol  
Correa, Jose Bada, Angela Rodriguez, Matias Matos, Valerie Jara, Damaris Bello, Hilda Izaguirre,  
Niulka Pichardo, Ramon Pizzini, Henry Gomez, Rosa Carrion, Mario Diaz Garcia, Luis Paniagua,  
Carmen Bonilla, Laura Wasserman, Ramona Luna, Wendy Nunez, Deyanira Alvarez, Arelis  
Taveras, Vianela De La Cruz, Rachel Weingeist, Ebonie McSweeney, Mariely Mendoza, Evelyn  
Reyes, Yahaira Paulino, Anya Patterson, Robinson Gonzalez, Andrew Eckert, Stacy Lugo, Manuel  
Tavaraz and Isabelita De La Cruz (**collectively, the "Petitioners"**), represent that they reside in  
the building located at 617 West 141<sup>st</sup> Street (the "Subject Building").

**WHEREAS** Respondents Jonathan Samet, Angel Colon, 617 West 141<sup>st</sup> Street Partners LLC, US Realty Corp. are landlords and or owners of the Subject Building (collectively, “Respondent – Landlord or the “Owner Respondents”);

**WHEREAS**, Petitioners and Owner Respondents shall be collectively referred to as the “Parties”;

**WHEREAS**, a fire occurred at the Subject Building on December 3, 2022 resulting in a full vacate order by the Department of Housing Preservation and Development (“HPD”);

**WHEREAS**, the Parties are interested in resolving the issues alleged in the Petition and any motions to date including all issues currently and have negotiated in good faith for that purpose;

**WHEREAS**, it is understood that Petitioners wish to be restored to possession of their respective apartments by March 30, 2024;

**WHEREAS**, Respondents would like to be able to have Petitioners restored to possession as quickly as possible without compromising safety or violating any government orders restricting occupancy or possession.

**WHEREAS**, by entering into this Settlement Agreement no party is making any admissions as to the merits of the underlying proceeding or any claims or defenses related thereto, nor shall this agreement be deemed a waiver of any parties’ rights except to the extent set forth herein;

**WHEREAS**, Petitioners are represented by their counsel Himmelstein McConnel Gribben & Joseph LLP;

**WHEREAS**, Owner Respondents are represented by their counsel Green & Cohen P.C.;

**IT IS HEREBY STIPULATED AND AGREED**, by and between the parties herein and their respective undersigned counsel that the matter be settled as follows:

1. The recital paragraphs above are hereby acknowledged and incorporated in this Settlement Agreement.
2. Owner Respondents shall correct all HPD and/or DOB violations relating to the Subject Apartments and/or building and complete the renovation or restoration work required for HPD and/or DOB vacate orders to be lifted. Owner Respondents shall utilize all reasonable and diligent efforts to complete all necessary work required completed and to have all applications or submission required to be submitted to have all HPD and/or DOB vacate orders lifted in order to have the Petitioners legally restored to possession of their apartments by March 30, 2023, and Respondent-Landlord warrants and represents that the building will be in compliance with all applicable fire safety regulations or requirements mandated by law and/or the NYC Department of Buildings and/or the NYC Housing Maintenance Code upon completion of the renovation or rebuild of the building. **Respondent-Landlord warrants and represents that Petitioners' apartments shall retain their original dimensions and layout.**
3. Respondent –Landlord, subject to clearance/approval from DOB and/or HPD, will allow a group of tenant representatives to inspect the building within fifteen days of execution of this agreement.
4. Respondent-Landlord to provide monthly status reports or updates, by the 10<sup>th</sup> of each month, to Petitioner's counsel via e-mail, detailing the progress of the work needed to restore Petitioners to possession.
5. Petitioners reserve the right to restore this proceeding in the event Owner Respondents

default on restoring Petitioners to possession by March 30, 2023.

6. Petitioners reserve their right to seek all appropriate relief for noncompliance with this agreement, including a continuing Order to correct, and contempt and Respondent reserves the right to assert appropriate defenses to any such application by Petitioners.
7. Petitioners reserve their rights to any and all monetary claims against Respondent-Landlord, including, but not limited to, attorneys fees, reimbursement for relocation expenses and damages. Respondent-Landlord reserves all defenses.
8. Petitioners agree to permit Respondent-Landlord to convert gas stoves in Petitioners' apartments to electric stoves. Respondent-Landlord shall be fully responsible for any increase in Petitioners' electrical expenses.
9. This agreement shall be binding upon the parties hereto, their predecessors-in-interest, successors-in-interest, former and current agents, attorneys, employees, directors, officers, representatives, assignees, and all other affiliate or related corporate entities.
10. This agreement shall be deemed to have been drafted by the attorneys for both sides.
11. This agreement contains the complete agreement between the parties, and it supersedes any and all prior agreements, understandings, promises, warranties, representations, covenants, or undertakings made by and to each other with respect to the subject matter of this proceeding. This agreement may only be altered by a signed, written agreement wherein each party expressly states their intention to modify the agreement.
12. This Court will retain continuing jurisdiction over this matter.

Dated: New York, New York

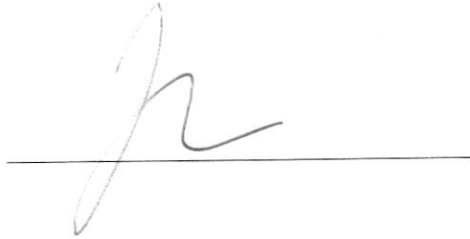
November 17, 2023

Himmelstein McConnel Grbbs & Joseph LLP

Green & Cohen P.C.

Attorneys for Petitioner

Attorneys for Respondents



  
Michael Cohen

  
HPD

SO ORDERED  
  
HON. EVON M. ASFORIS 11/17/23

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