

SUPREME COURT FOR THE STATE OF NEW YORK
COUNTY OF NEW YORK

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MORGAN CASTILLA and DAWN FADELY, on :
behalf of themselves and all others similarly situated, :

Index No. 155681/2017

Plaintiffs, :

- against - :

**STIPULATION AND
AGREEMENT OF SETTLEMENT**¹

CREATIVE INDUSTRIES CORPORATION and :
RUDD REALTY MANAGEMENT CORPORATION, :

Defendants. :

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This stipulation and agreement of settlement is submitted by the parties hereto and their respective counsel, pursuant to CPLR 908, in furtherance of the settlement of the above-captioned action. Subject to the approval of the Court, this Settlement is entered into by Plaintiffs and Defendants, without Defendants admitting to any wrongdoing or liability as further set forth herein.

The Settlement is intended by Plaintiffs and Defendants to fully and finally compromise, resolve, discharge, and settle any and all claims that were or could have been asserted in the Action by Plaintiffs, subject to the terms and conditions set forth below and the final approval of the Court.

WHEREAS, defendant Creative Industries Corporation (“Owner”) is the owner of the Building;

WHEREAS, defendant Rudd Realty Management Corporation (“Agent”) is Owner’s managing agent with respect to the Building;

¹ Capitalized terms herein shall have the meanings ascribed to them below. Except as otherwise set forth herein, all defined terms used in this Stipulation shall include the singular and plural form of the term defined.

WHEREAS, on June 22, 2017, Plaintiffs filed a putative class action Complaint (a) asserting the rent stabilization status of certain of the Units at the Building, and (b) alleging that (i) the Building received certain tax abatements and/or exemptions pursuant to the J-51 Program, (ii) certain tenants did not receive rent-stabilized leases, and (iii) certain tenants were charged rents in excess of the legal rent in violation of the Rent Stabilization Code and Rent Stabilization Law;

WHEREAS, Defendants have denied the material allegations set forth in the Complaint;

WHEREAS, to avoid the costs, distractions and uncertainties of litigation, Plaintiffs and Defendants have agreed to the resolution of the Action pursuant to the terms and conditions set forth below, which Settlement shall be presented to the Court for final approval, pursuant to CPLR 908, after notice to the Class; and

WHEREAS, on the basis of, among other things, information available to them, including publicly available information and documentation made available by Defendants, Lead Counsel and Plaintiffs have determined that the Settlement is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, as follows:

DEFINITIONS

- (a) "J-51 Program" means the New York City tax abatement program under the RPTL that was the subject of the Complaint.
- (b) "J-51 Rider" means the notice accompanying a lease or lease renewal pursuant to RSL § 26-504(c).
- (c) "Action" means the class action lawsuit titled *Castilla, et al. v Creative Industries Corporation, et al.* Index No. 155681/2017.
- (d) "Appeal" means an appeal or other judicial review seeking to modify or reverse an order or judgment relating to the Action by any person or entity with standing to do so including, without limitation, any petition or motion including petitions for

rehearing or reargument, petitions for rehearing en banc, petitions for leave to appeal and/or actual appeal, and petitions for certiorari or any other form of review by a court of competent jurisdiction.

- (e) “Attorney’s Fees and Expenses Award” means the amounts awarded to Class Counsel as compensation for its fees and expenses incurred in connection with investigating, prosecuting, and settling the Action as provided for in paragraph 18.² The Attorney’s Fees and Expenses Award shall be paid exclusively from the Settlement Amount, as described in paragraph 18.
- (f) “Bar Date” shall have the meaning ascribed in paragraph 23.
- (g) “Building” means, the residential building located at 28 Bedford Street a/k/a 54 Carmine Street, New York, New York 10014.
- (h) “Cash Settlement Account” means the escrow account to be established and maintained by Lead Counsel and into which the Settlement Amount shall be deposited.
- (i) “Claim Form” means the document Class Members shall use to file a claim form, a proposed draft of which is Exhibit A hereto.
- (j) “Class” shall mean all tenants at the Building living, or who had lived, in Units that were deregulated during the period when J-51 tax benefits were being received by Owner, except that the class shall not include any tenants who vacated such Unit prior to June 22, 2013.
- (k) “Class Members” are individuals who are encompassed within the Class definition, except: (a) the following members of the Class who previously opted-out of the Class in or about 2019: Sarah Vendela Duclos; Jessica Greenberg; Kristin Love; Nicole Lund; Anton Nilsson; Robert M. Price, Jr.; and Tyler Margolis; and (b) any member of the Class that opts-out of this Settlement Agreement.
- (l) “Class Representative Incentive Award” shall have the meaning ascribed in paragraph 19.
- (m) “Complaint” means the class action complaint dated June 22, 2017, and any amendments thereto, filed by Plaintiffs in this Action.
- (n) “Court” means the New York State Supreme Court, County of New York.
- (o) “Default Formula Rent” means the lowest rent derived from performing the calculations found at RSC § 2522.6(b)(3), as calculated and determined solely by Lead Counsel.

² References to paragraph numbers are to below numbered paragraphs in this Stipulation.

- (p) “Defendants” means Owner and Agent, collectively and/or individually.
- (q) “Defense Counsel” means Defendants’ counsel in the Action, which is Rosenberg & Estis, P.C.
- (r) “DHCR” means the New York State Division of Housing and Community Renewal.
- (s) “Effective Date” means the date that the Order and Final Judgment shall “Become Effective,” which means on the first day following the last of the following occurrences: (i) the last date to file an Appeal or seek permission to Appeal has expired with no Appeal having been taken or sought; or (ii) if any Appeal is taken or sought, the date a remittitur or order is entered by a court: (A) affirming the Order and Final Judgment or denying or dismissing any Appeal from the Order and Final Judgment, and any Appeal is finally dismissed or the Order and Final Judgment is finally affirmed with no possibility of subsequent Appeal therefrom; (B) reversing or modifying the Order and Final Judgment in any non-material respect and (1) the time for any further Appeal has expired without such Appeal having been taken or sought or (2) any further Appeal is finally denied or dismissed or the Order and Final Judgment is finally affirmed with no possibility of subsequent Appeal therefrom; and (C) reversing or modifying the Order and Final Judgment in a material respect provided Class Members and Defendants agree in writing to remain bound to the Settlement as reversed or modified and (1) the time for any further Appeal has expired without such Appeal having been taken or sought or (2) any further Appeal is finally dismissed or the Order and Final Judgment is finally affirmed with no possibility of subsequent Appeal therefrom. For purposes of this definition, a reversal or modification shall be deemed “material” if it materially affects any term of this Stipulation.
- (t) “Eligible Class Member” shall mean any Class Member who has timely and properly filed a Claim Form and who has not elected to Opt-Out pursuant to the terms hereof.
- (u) “Enactment” shall have the meaning ascribed in paragraph 26.
- (v) “Lead Counsel” means the law firm of Newman Ferrara LLP.
- (w) “Lead Plaintiffs” shall mean Morgan Castilla and Dawn Fadely.
- (x) “Legal Regulated Rent” shall have the meaning ascribed in paragraph 1.
- (y) “Net Cash Settlement Amount” means the Settlement Amount, less Attorney’s Fees and Expense Award, and the Class Representative Incentive Award.
- (z) “Notice” means the notice of the terms of this Stipulation that is approved by the Court to be given to the Class Members following Preliminary Approval as described in paragraph 28.
- (aa) “Non-Payment Deductions” shall have the meaning ascribed in paragraph 7.

- (bb) “Opt-Out” shall have the meaning ascribed in paragraph 23.
- (cc) “Order and Final Judgment” means the order to be signed by the Court granting final approval of the Settlement, a proposed draft of which appears as Exhibit C hereto.
- (dd) “Order and Final Judgment Date” means the date the Order and Final Judgment is entered in the New York County Clerk’s Office.
- (ee) “Past Overcharge Amount” shall have the meaning ascribed in paragraph 1.
- (ff) “Plaintiffs” means A. Yang, Jacqueline Subramaniam, Morgan Castilla, E. Steel, Dawn Fadely, and P. Sharma.
- (gg) “Preliminary Approval” shall have the meaning ascribed in paragraph 21.
- (hh) “Preliminary Approval Date” means the date the Preliminary Approval Stipulation is “So-Ordered” and uploaded on NYSCEF through the New York County Clerk’s office.
- (ii) “Preliminary Approval Order” means the “so-ordered” Preliminary Approval Stipulation.
- (jj) “Preliminary Approval Stipulation” means the stipulation to be “so-ordered” by the Court granting Preliminary Approval, a proposed draft of which appears as Exhibit B hereto.
- (kk) “Legal Regulated Rent” means the agreed upon sum set forth in the lease or otherwise paid as base rent for use of the Unit, and does not include utility charges, late fees amenity fees and other ancillary fees.
- (ll) “Rent Guidelines Board Increases” or “RGB Increases” shall have the meaning ascribed to it under the RSC and RSL.
- (mm) “Releasing Class Members” shall have the meaning ascribed in paragraph 31.
- (nn) “Released Defendant” shall have the meaning ascribed in paragraph 32.
- (oo) “RSC” means the New York City Rent Stabilization Code, as amended.
- (pp) “RSL” means the New York City Rent Stabilization Law, as amended.
- (qq) “Settlement” means the settlement of this Action pursuant to the terms and conditions of this Stipulation and the orders implementing same.
- (rr) “Settlement Amount” shall have the meaning ascribed in paragraph 5.
- (ss) “Settlement Distribution” shall have the meaning ascribed in paragraph 6

- (tt) "Settlement Hearing" means the judicial hearing, on a date to be set by the Court, at which the Court will consider all arguments concerning whether the Settlement should be finally approved.
- (uu) "Settled Plaintiffs' Claims" shall have the meaning ascribed in paragraph 32.
- (vv) "Settled Rent" shall have the meaning ascribed in paragraph 12.
- (ww) "Stipulation" means this Stipulation and Agreement of Settlement, together with the exhibits hereto.
- (xx) "Sub-Class Members" shall mean those Class Members, Amber Terranova and Kuntal Phalas, who remain in occupancy of Units 15 and 29 in the Building, respectively.
- (yy) "Tenant" shall mean the individual(s) named in the lease for the Unit.
- (zz) "Units" shall mean all apartments in the Building, and in the singular, any Unit in the Building.

SETTLEMENT CONSIDERATION

1. Following arm's length negotiations, Class Members, by and through this Stipulation, wish to settle the Action in exchange for (a) payment by Defendants of the Past Overcharge Amounts to Class Members on the terms set forth herein, and (b) the establishment of the Settled Rent as the Legal Regulated Rent with respect to Units occupied by Sub-Class Members to be registered with DHCR on the terms set forth herein.

2. The Past Overcharge Amounts and Settled Rents shall not, and do not, include any amount based on any claim or calculation of treble damages, punitive damages, penalties fines or interest, except as set forth herein, as any and all of such provisions of law were, and are, waived and released by Plaintiffs, except as to Opt-Outs as set forth below.

Past Overcharge Amount

3. Solely for the purposes of this Settlement, and solely to determine the Past Overcharge Amount, the Past Overcharge Amount for each Class Member has been calculated by Lead Counsel by subtracting the Default Formula Rent from the rent paid by the Class

Member on a monthly basis, beginning on July 1, 2013, and adding interest to that amount, at the statutory interest amount of 9% per annum calculated on a month-by-month basis. Defendants and Defense Counsel make no representations and warranties as to the accuracy of the Past Overcharge Amounts and Default Formula Rents calculated and determined by Lead Counsel.

4. The amount of the Default Formula Rent for each Unit that was or is occupied by a Class Member and the Past Overcharge Amount attributable to each Class Member is set forth in Confidential Exhibit E hereto. The Parties expressly agree that Exhibit E shall be filed under seal to maintain such confidentiality from public view.

5. Defendants shall pay or cause to be paid into the Cash Settlement Account the amount of \$2,625,000.00, which funds shall be distributed in accordance with the terms and conditions set forth in this Stipulation.

Distribution of Settlement Amount

6. To receive a disbursement from the Cash Settlement Account in the amount of such Eligible Class Member's Past Overcharge Amount ("Settlement Distributions"), a Class Member has the right to file a claim for Settlement Distributions pursuant to the procedures set forth in the Claim Form annexed hereto Exhibit A. For identity verification purposes, each Claim Form shall require each Class Member to provide (a) the month and year when his/her/they/their lease(s) commenced and terminated (if applicable), and (b) the apartment number(s) of the Units.

7. Each Eligible Class Member will receive a Settlement Distribution from the Net Cash Settlement Amount in the corresponding amount of such Eligible Class Member's Past Overcharge Amount as set forth in Confidential Exhibit E hereof, less any amounts to be deducted therefrom pursuant to the terms of the Settlement. In addition, the Settlement

Distribution to be received by each Sub-Class Member shall be reduced by any rents not paid up to and through the Order and Final Judgment Date (“Non-Payment Deductions”).

8. Class Members who do not timely file a Claim Form pursuant to the procedures set forth in Exhibit A hereto shall be deemed to have forever waived and released any right to their respective Past Overcharge Amount unless he/she/they/their becomes an Opt-Out as set forth below. Determinations as to whether a Claim Form has been timely and properly filed shall be made by Lead Counsel and Defense Counsel, and if they cannot agree, by the Court.

9. If the total Past Overcharge Amount payable to all Eligible Class Members in accordance with this Stipulation exceeds the Net Cash Settlement Amount, then the Past Overcharge Amount will be paid based on the pro rata share that each Eligible Class Member’s Past Overcharge Amount bears to the total Net Cash Settlement Amount less any Non-Payment Deductions, subject to the terms hereof.

10. If the total Past Overcharge Amount payable to all Eligible Class Members in accordance with this Stipulation does not exceed the Net Cash Settlement Amount, the balance remaining in the Cash Settlement Account shall be paid by Lead Counsel out of the Cash Settlement Account by Lead Counsel’s escrow check made payable to Owner and delivered to Defense Counsel (Attn: Howard W. Kingsley, Esq.) within fifty (50) days after the Effective Date.

11. Submission of a Claim Form shall operate as an automatic and irreversible waiver of all claims against and a release of Defendants upon the Order and Final Judgment Date of all settled Plaintiffs’ claims.

SUB-CLASS MEMBERS & SETTLED RENT

12. The amount of the monthly Settled Rent for the two Sub-Class Members for their respective Units is as follows: Unit 15, \$2,143.33; and Unit 29, \$2,438.01, which amounts of “Settled Rent” were derived by adding (a) 50% of the Default Formula Rent, and (b) 50% of the amount of rent listed in the Sub-Class Member’s leases effective on July of 2013, plus all RGB Increases, as if all renewals were two-year renewals, renewed in January of every other year.

13. Beginning in the first full month following the entry of the Preliminary Approval Order, monthly rent for the Sub-Class Members’ Units shall accrue at the applicable monthly rate of Settled Rent through the date of the current lease’s expiration, and any future renewal lease(s) shall be issued in accordance with paragraphs 16 and 17 and shall be based on the Settled Rent.

PAYMENT FOLLOWING THE JUDGMENT

14. Within ten (10) days after the Order and Final Judgment Date, Defendants shall wire transfer the Settlement Amount into the Cash Settlement Account pursuant to written wiring instructions provided by Lead Counsel.

15. Disbursements of funds in the Cash Settlement Account as set forth herein shall be made within fifty (50) days after the Effective Date, and Lead Counsel shall promptly provide Defense Counsel with a sworn detailed accounting of all such disbursements, including, without limitation, any funds returned to Owner pursuant to the terms hereof.

REGULATED STATUS AND RENT

16. Upon expiration of a Sub-Class Member’s lease and if the Sub-Class Member remains in occupancy of their Unit, Defendants shall provide the Sub-Class Member with a lease renewal in the form complying with the RSL and RSC. For any such tenants whose leases are

expired on the date of Order and Final Judgment Date, Defendants shall provide such tenants with a lease renewal, in the form complying with the RSL and RSC, within sixty (60) days of the Order and Final Judgment Date.

17. Each Sub-Class Member who remains in occupancy of their Unit, shall be regarded as rent-stabilized, and treated as such.

ATTORNEY'S FEES AND INCENTIVE AWARDS

18. Lead Counsel may apply to the Court, unopposed by Defendant, for a fee award of up to 30% of the Settlement Amount, plus out of pocket expenses (the "Attorney's Fees and Expenses Award"), to be paid from the Settlement Amount. Under no circumstances shall the Attorney's Fees and Expense Award be in addition to the Settlement Amount as the Settlement Amount is the maximum amount that Defendants shall be liable to pay pursuant to this Settlement.

19. Each Plaintiff may apply to the Court for approval of an incentive award (the "Class Representative Incentive Award") in the amount of up to \$2,500.00.

20. Any Attorneys' Fees and Expenses Award and any Class Representative Awards approved by the Court shall be the first and second items deducted from the Cash Settlement Account, respectively.

SUBMISSION FOR APPROVAL

21. Promptly after execution of this Stipulation, Class Members, with Defendants' consent, shall submit this Stipulation with its exhibits to the Court for preliminary approval of this Stipulation ("Preliminary Approval") and shall seek entry of the Preliminary Approval Stipulation (Ex. B hereto) via the "So-Ordering" thereof. Among other matters, the Preliminary Approval Stipulation shall provide for: (a) the Preliminary Approval of this Stipulation and the

declaratory relief sought herein as being fair, just, reasonable and adequate to the Class; (b) the approval of the Notice; (c) the approval of a procedure for the filing of objections, if any; (d) the setting of a date for the Court to hold the Settlement Hearing; and (e) a stay of the proceedings in this Action as set forth below. The Preliminary Approval Stipulation shall have as an exhibit a schedule identifying all of the Units.

22. At or prior to the Settlement Hearing, Class Members, with Defendants' consent, shall request that the Court enter the Order and Final Judgment (Ex. C hereto). The Settlement shall be considered final on the Effective Date.

REQUESTS FOR EXCLUSION

23. Each Class Member will be bound by all provisions of the Stipulation and the Settlement, whether favorable or unfavorable, unless such person mails, by first class mail, a written request for exclusion from the Class, postmarked no later than fourteen days before the Settlement Hearing (the "Bar Date"), addressed to Lead Counsel, Newman Ferrara LLP, 1250 Broadway, 27th Floor, New York, New York 10001. No Class Member may exclude himself, herself, or itself from the Class after the Bar Date. In order to be valid, each request for exclusion must: (a) set forth the name and current address of the Class Member requesting exclusion (the "Opt-Out"); (b) provide that such Class Member "requests exclusion from the Class in *Castilla et al. v Creative Industries Corporation et al.* (Index No. 155681/2017)"; (c) be signed by such Class Member before a notary public; and (d) include the apartment number of such Class Member's Unit(s). Requests for exclusion will not be accepted if they do not include the required information or if they are not postmarked on or before the Bar Date. Lead Counsel shall provide Defense Counsel with copies of each Opt-Out within ten (10) days after the Bar Date.

24. Opt-Outs will not receive any Settlement Distribution, nor any final determination as to their Settled Rent. For clarity, their respective Settlement Distribution (Past Overcharge Amount and Attorneys' Fees attributable thereto) shall remain in the Cash Settlement Account and returned to Owner in accordance with paragraph 10 hereto. In any subsequent proceeding, Opt-Outs may make any claim or argument as to their Past Overcharge Amount and/or the amount of their Legal Regulated Rent, and Defendants may raise any defenses available to them whether at law, equity or pursuant to the Order and Final Judgment.

25. Defendants shall have the sole and absolute right and option to terminate the Settlement at any point prior to the Settlement Hearing if either: (a) at least five (5) Class Members opt-out of the Settlement; or (b) the aggregate dollar amount that Class Members who opt-out of the Settlement would have received under the Settled Rent (had they not opted out) exceeds 20% of the Settlement Amount.

SAVINGS CLAUSE

26. No subsequent legislation enacted by New York State, New York City, or the United States Government, regardless of whether it modifies the terms or interpretation of the RSL or RSC or any other law, code or regulation, that would affect the remedies available to tenants who rented Units at the Building (an "Enactment"), in whole or in part, shall modify or override the terms of this Stipulation and the Settlement.

27. In addition, no decision and/or order from any court shall have any effect on this Stipulation and Settlement, unless such decision and/or order holds that this Stipulation and the Settlement is/are contrary to public policy.

NOTICE

28. Lead Counsel shall provide the Notice to the Class by a mailing, by first class mail (and, to the extent possible, by email), in substantially the form attached hereto as Exhibit D to all Class Members for whom an address or possible address is known. Lead Counsel shall, at least ten (10) business days before the Settlement Hearing, file with the Court an appropriate affidavit with respect to the preparation, mailing and publication of the Notice, as well as a list of any Notices that were returned.

RELEASES

29. The Order and Final Judgment shall, among other things, provide for the full and complete dismissal of the Complaint with prejudice.

30. “Released Defendant” means: Each Defendant and any and all of its present, current and former lenders, investors, affiliates, subsidiaries and parent companies, including without limitation, limited liability companies, partnerships and corporations (including those that are minority-owned), and all of their respective officers, attorneys, members, principals, shareholders, heirs, executors, administrators, directors, managers, partners, employees, agents, consultants, advisors, or representatives, and the successors and assigns of each of the foregoing, including without limitation, any future owner of the Building, with respect to the Settled Plaintiffs’ Claims (collectively, the “Released Defendants”).

31. “Releasing Class Members” means each Class Member who does not timely and properly opt-out of the Settlement, each Plaintiff and or his/her/its/their heirs, successors, trustees, executors, administrators and assigns.

32. “Settled Plaintiffs’ Claims” means all statutory, regulatory, common law or other claims, causes of action, suits, administrative proceedings, arbitrations, liabilities, obligations,

expenses, costs, penalties, damages, demands, and/or any other remedies of any nature whatsoever, whether asserted or unasserted, and whether known or unknown, under federal, state, local or any other law, whether legal, equitable or otherwise (including, without limitation, claims arising from or related to alleged misrepresentation or nondisclosure, whether intentional or otherwise), arising at any time on or before the Order and Final Judgment Date, that are based upon or related to, or arise out of, in whole or in part, the facts, transactions, events, occurrences, acts, or failures to act that were or could have been alleged in the Action by any Plaintiff or Class Member against Defendant(s), including without limitation, damages, penalties, punitive damages, overcharges, willful overcharges, fraud, fraud in the inducement, attorneys' fees and costs, treble damages, liabilities or other remedies relating to, among other things, (a) residential rents at the Building; (b) the condition of the Units; (c) the rent-regulated status of any Unit at the Building, and (d) any other claims arising under the RSL or, RSC based on any act, event or alleged failure to act prior to the Order and Final Judgment Date, including but not limited to any claim that a tenant was entitled to any particular form of lease, notice, or that the Building had to be registered with any governmental agency.

33. Subject to the Court's approval of this Stipulation and entry of the Order and Final Judgment, as of the Effective Date: (a) each Releasing Class Member hereby forever waives, releases, and discharges the Settled Plaintiffs' Claims against each of the Released Defendants even if such Releasing Class Member failed to timely submit a Notice of Claim Form; and (b) each Releasing Class Member shall thereafter be permanently enjoined from commencing, prosecuting, or continuing any of the Settled Plaintiffs' Claims against any of the Released Defendants even if such Releasing Class Member failed to timely submit a Notice of Claim Form.

RESERVATION OF RIGHTS

34. Except as expressly set forth herein, if the Court fails to grant preliminary or final approval of the Settlement or the Settlement is terminated or does not become effective for any reason, then all parties' positions shall return to the *status quo ante* as if the Settlement never existed, each party preserves, reserves and does not waive any and all of its respective rights, claims, defenses and remedies.

CONDITIONS OF SETTLEMENT

35. Lead Plaintiffs and Lead Counsel believe that the Settlement is fair, reasonable, adequate and in the best interests of Plaintiffs and the Class. Lead Plaintiffs and Lead Counsel also took into consideration the strengths and weaknesses of the Class' claims and defenses and determined that the terms of the proposed Settlement are fair, reasonable, and adequate, and in the best interests of the Class.

36. This Settlement is conditioned upon the fulfillment of each of the following:

- a. The Court approving the Settlement and entry of the Order and Final Judgment, and such approval and Order and Final Judgment having been affirmed on Appeal and/or no longer being subject to Appeal;
- b. The dismissal with prejudice of this Action without the award of any damages, costs, fees, or the grant of any further relief to either party except as provided in this Stipulation; and
- c. The occurrence of the Effective Date without any material change (unless agreed to in writing by all parties) to the terms of the proposed Preliminary Approval Order, Order and Final Judgment and/or this Stipulation.

37. If any of the conditions in Paragraph 36 does not occur for any reason, then any party may terminate this Stipulation by giving ten (10) days' notice to the other parties, in which event: (a) the Stipulation and any related orders shall be null and void and of no further force or effect; (b) the parties shall revert and be restored to the positions they were in immediately prior

to execution of the Stipulation; (c) no statements, agreements or acknowledgements (whether written or oral) made or exchanged in connection with the Stipulation shall be deemed an admission or concession by any party and shall not be admissible for any purpose; and (d) the Stipulation shall not be introduced as evidence or referred to in any action or proceeding other than an action or proceeding to enforce the terms thereof.

COOPERATION

38. Class Members, Lead Counsel, and Defendants agree to reasonably cooperate with one another in seeking the Court's approval of this Stipulation and the Settlement, and to effectuate the terms hereof, and to use their reasonable efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective this Stipulation and the Settlement provided for hereunder (including, but not limited to, using their reasonable efforts to resolve any objections raised to the Stipulation and/or the Settlement) and the dismissal of the Action with prejudice and without costs, fees or expenses to any party except as otherwise provided for in this Stipulation.

39. Without further order of the Court, Plaintiffs and Defendants may agree to reasonable extensions of time not expressly set forth by the Court in order to carry out any provisions of this Stipulation.

STAY OF PROCEEDINGS

40. Until the Effective Date, Plaintiffs and Defendants agree to a stay of all proceedings in this Action. Prior to the Effective Date, Plaintiffs and Defendants reserve all of their respective rights with regard to any pending motions. Plaintiffs and Class Members will fully cooperate with Defendants to adjourn, mark off-calendar, or take any or all other reasonable

actions requested by Defendants to preserve both parties' rights with regard to any pending motions.

41. The Preliminary Approval Order shall provide that pending final determination of whether the Settlement should be approved, Plaintiffs and all Class Members are barred and enjoined from commencing, prosecuting, instigating or in any way participating in the commencement or prosecution of any action asserting any claims asserted in this Action, either directly, representatively, derivatively, or in any other capacity, against Defendants or any of the parties released in this Stipulation.

42. Pending the entry of the Preliminary Approval Order and the Effective Date, Defendants are not stayed from taking any actions relating to the leasing or management of the Building or enforcement of the terms of leases for Units including, but not limited to, increasing rents for renewal leases, or new vacancy leases, in a manner not inconsistent with the terms of this Stipulation, applicable law, or the current leases in effect.

REPRESENTATIONS AND WARRANTIES

43. Owner represents and warrants that it is the owner of the Building.

44. Each Defendant represents and warrants that it has full authority to enter into this Stipulation, and has authorized its counsel to do so.

45. Lead Plaintiffs represent and warrant that they have full authority to enter into this Stipulation, and have authorized Lead Counsel to do so.

46. All Class Members who seek reimbursement for Past Overcharge Amounts and payment from the Settlement Distributions shall in their Claim Forms represent and warrant that they are entitled to such reimbursement and have not assigned, pledged, transferred, or lost

through bankruptcy, divorce proceeding or any other operation of law the right to the full reimbursement sought.

STIPULATION NOT AN ADMISSION OF ANY WRONGDOING

47. The provisions contained in this Stipulation shall not be deemed a presumption, concession, or an admission by Defendants of any fault, liability, fraud, willful overcharge, violation of any law, or wrongdoing of any kind as to any facts or claims alleged or asserted in the Action, or any other action or proceeding, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Action, or in any other action or proceeding, whether civil, criminal, or administrative, except for any litigation or judicial proceeding arising out of or relating to the enforcement of this Stipulation or the Settlement.

MISTAKE

48. Except as otherwise set forth herein, in entering into the Settlement, Plaintiffs, the Class, and Defendants assume the risk of any mistake of fact or law, and if any of them should later discover that any fact they relied upon in entering into the Settlement is not true, or that their understanding of the facts or law was incorrect or the law has changed, then, in such event, such party shall not be entitled to seek rescission of the Settlement, attack the validity of the Settlement or seek to invalidate or strike any part of the Settlement based thereon. The Settlement is intended to be final and binding based upon the terms set forth herein.

RETENTION OF JURISDICTION

49. The Court shall retain jurisdiction for purpose of entering orders to: (a) effectuate the implementation of the Settlement; (b) enforce the terms of this Stipulation including, but not limited to, the releases provided herein; (c) hear all claims, defenses and counterclaims relating

to the interpretation and enforcement of this Stipulation before and after the Effective Date as the Court deems appropriate; (d) review all challenges to final administrative determinations brought by Opt-Outs; and (e) determine all other matters relevant to this Stipulation, including, but not limited to, oversight of any disputes concerning disbursements or refunds of the Settlement Amount.

ENTIRE AGREEMENT

50. This Stipulation and the Exhibits attached thereto, constitute the entire agreement between the parties hereto concerning the subject matter hereof, and all understandings and agreements heretofore or simultaneously had between the parties are merged in and are contained in the Stipulation and the Exhibits attached thereto. Each of the parties warrants and represents to the others that it has not relied upon any representations or warranties, express or implied, in entering into this Stipulation except those which are expressly set forth in this Stipulation and the Exhibits attached thereto. This Stipulation cannot be modified, except in writing, signed by Lead Counsel and Defense Counsel.

51. This Stipulation shall be construed without regard to any presumption or other rule requiring construction against the party causing it to be drafted.

GOVERNING LAW

52. This Stipulation and the Settlement contemplated by it shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to New York's conflict of law rules.

NOTICES

53. Within two weeks after the Preliminary Approval Date, to the extent known, Defendants will supply Lead Counsel with each Plaintiffs' last known residential and/or email

address (to facilitate locating and providing the Notice to former tenant Class Members who may have changed residences multiple times and to representatives of Class Members who may be incapacitated or deceased), which information the Lead Counsel shall destroy after all of its duties under this Stipulation are fulfilled.

54. Unless otherwise set forth in this Stipulation, any notice permitted or required to be given under this Stipulation from one party to another shall be given in writing by (a) personal delivery, or (b) a nationally recognized overnight courier (and in each case also by electronic mail), sent to the intended addressee(s) at the addresses set forth below, or to such other address(es) or to the attention of such other person(s) as the addressee(s) shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery. The addresses for giving notice from one party to another pursuant to this Stipulation shall be as follows:

If to Plaintiffs: Newman Ferrara LLP
1250 Broadway, 27th Floor
New York, NY 10001
Attn: Roger Sachar (rsachar@nflp.com)

If to Defendant(s): Rosenberg & Estis, P.C
733 Third Avenue
New York, NY 10017
Attn: Howard W. Kingsley
(hkingsley@rosenbergestis.com)

HEADINGS

55. The headings in this Stipulation are used for the purpose of convenience only and are not meant to have legal effect.

SEVERABILITY

56. Unless otherwise set forth in this Stipulation, if any provision of this Stipulation is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of

this Stipulation shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any other party hereunder.

THIRD-PARTY BENEFICIARIES

57. There are no third-party beneficiaries under this Stipulation.

EFFECT OF WAIVER OF BREACH

58. The waiver by one party of any breach of this Stipulation by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation. Unless otherwise stated in this Stipulation, any breach of any provision of this Stipulation by any party to this Stipulation shall not constitute grounds for rescission of this Stipulation, but shall constitute grounds only for a claim for specific performance for breach of this Stipulation.

CONFIDENTIALITY

59. Unless otherwise agreed to by Plaintiffs and Defendants in writing, no party or their counsel shall disclose the terms of this Stipulation until it is executed and filed with the Court.

SUCCESSORS AND ASSIGNS

60. This Stipulation, and all rights and powers granted hereby, shall be binding upon and inure to the benefit of the parties and their respective agents, executors, heirs, successors, affiliates and assigns. All rights and obligations of Defendants shall be binding on and inure to the benefit of any subsequent owners of the Building.

NO TAX ADVICE

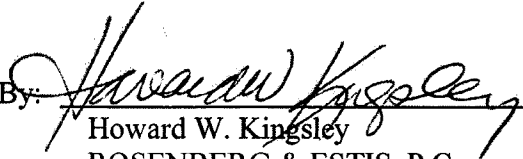
61. Each Party expressly acknowledges that the other Parties, or the other Parties' counsel, have not provided him, her, their/they with any tax advice with respect to this Stipulation, and that no Party or their counsel is obligated to provide any tax advice to any other Party.

COUNTERPARTS


62. This Stipulation may be executed in multiple counterparts by any of the signatories hereto, including by facsimile or by e-mail, and as so executed shall constitute one agreement, and photocopy or scanned PDF signatures shall be deemed originals for all purposes.

Dated: New York, New York
June 23, 2023

Dated: New York, New York
June 23, 2023

By: 
Howard W. Kingsley
ROSENBERG & ESTIS, P.C.
733 Third Avenue
New York, NY 10017

Attorneys for Defendants

By: 

Lucas A. Ferrara
Roger A. Sachar Jr.
NEWMAN FERRARA LLP
1250 Broadway, 27th Floor
New York, NY 10001

*Attorneys for Plaintiffs and Lead
Counsel for the Class*

EXHIBIT A

28 Bedford Street Class Action Claim Form

TYPE OF CLAIM BEING SUBMITTED: (check the appropriate box):

I am submitting: [] a claim for myself only [] a joint claim for myself and others.

PERSONAL INFORMATION: Please provide your name and current contact information. If this is a Joint Claim, all co-tenants must provide their names and current contact information.

Last Name	First Name	Middle Name	Daytime Phone Number
Current Street Address/Apt. No.		City	Zip Code
Email Address:			
Co-Tenant Last Name	First Name	Middle Name	Daytime Phone Number
Current Street Address/Apt. No.		City	Zip Code
Email Address:			
Co-Tenant Last Name	First Name	Middle Name	Daytime Phone Number
Current Street Address/Apt. No.		City	Zip Code
Email Address:			

RENTAL INFORMATION: Please provide the address(es) of the Unit(s) which you rented at 28 Bedford Street from July 1, 2013 to the present, and the names of any co-tenants who signed the lease along with you.

Street Address and Apt. No.	Lease Start Date	Lease End Date	Co-Tenants (if any)

28 Bedford Street Class Action Claim Form

I (we) do hereby swear (or affirm) under penalties of perjury, that the information listed above is true and accurate to the best of my (our) knowledge, that I am (we are) entitled to file this Claim Form and receive any cash payments that may be owed as to the above leases under the Settlement of this Action, and that this Claim Form was executed by me (us) at the place(s) and date(s) noted above.

_____, _____, _____, _____
City State Date Signature of Tenant Claimant

Print Your Name

_____, _____, _____, _____
City State Date Signature of Co-Tenant Claimant (if any)

Print Your Name

If signed by an authorized Legal Representative of a Claimant or Co-Tenant Claimant:

_____, _____, _____, _____
City State Date Signature of Person Signing for Claimant

Print Your Name

Capacity of Person signing for Claimant
(e.g., Executor, Administrator, President, etc.)

REMINDER: YOU MUST SIGN THIS FORM AND MAIL IT POSTMARKED ON OR BEFORE [INSERT DATE] TO LEAD COUNSEL AT NEWMAN FERRARA LLP AT 1250 BROADWAY, 27TH FLOOR, NEW YORK, NEW YORK 10001. FAILURE TO DO SO BY THAT DATE WILL RESULT IN FORFEITURE OF ANY CASH PAYMENT TO WHICH YOU MIGHT OTHERWISE BE ENTITLED

EXHIBIT B**[Proposed] Order for Preliminary Approval of Class Action Settlement**

SUPREME COURT OF THE STATE OF NEW YORK
 COUNTY OF NEW YORK

MORGAN CASTILLA and DAWN FADELY,
 on behalf of themselves and all others similarly
 situated,

Plaintiffs,

- against -

CREATIVE INDUSTRIES CORPORATION
 and RUDD REALTY MANAGEMENT
 CORPORATION,

Defendants.

Index No.: 155681/2017

**[Proposed] Order for Preliminary
 Approval of Class Action Settlement¹**

Plaintiffs, Morgan Castilla and Dawn Fadely on behalf of themselves and the Class (“Plaintiffs”), by and through their counsel, and Defendants Creative Industries Corporation and Rudd Realty Management Corporation (collectively and/or individually, “Defendants,” and together with Plaintiffs, the “Parties”) having applied, pursuant to New York Civil Practice Law and Rules (“CPLR”) Rules 907 and 908, for: (a) an order preliminarily approving the proposed settlement (the “Settlement”) of this action (the “Action”) in accordance with the terms and conditions set forth in the Stipulation and Agreement of Settlement entered into by the Parties dated [DATE] (the “Stipulation”); (b) a determination of certain matters in connection with the proposed Settlement; and (c) dismissal, with prejudice, of the putative class action Complaint filed by Plaintiffs in this Action (the “Complaint”); and

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Stipulation (defined herein).

The Court having read and considered the Stipulation and any accompanying papers, including, without limitation, exhibits, and the Parties having consented to the entry of this Preliminary Approval Order, **IT IS HEREBY ORDERED THAT:**

1. The Court preliminarily approves the Stipulation and the declaratory relief set forth therein as being fair, reasonable, adequate, consistent with the RSL and RSC and in the best interests of the Class, subject to final determination at the Settlement Hearing.
2. The Settlement Hearing shall be held on _____, 2023 at _____ a.m./p.m., in Part 41 of the Supreme Court of the State of New York, County of New York located at 71 Thomas Street, New York, NY 10013, in person or via Microsoft Teams to:
 - a. Determine whether the Settlement should be finally approved by the Court as fair, reasonable, adequate and in the best interests of the Class;
 - b. Determine whether an Order and Final Judgment should be entered pursuant to the Stipulation in the form attached as Exhibit C to the Stipulation;
 - c. Consider Plaintiffs' application for an award of attorneys' fees and expenses and for the Class Representative Incentive Award; and
 - d. Rule on such other matters as the Court may deem appropriate.
3. The Court reserves the right to adjourn the Settlement Hearing, including, without limitation, the consideration of the application for attorneys' fees.
4. The Court reserves the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the Parties without further notice to the Class.
5. Within ten (10) days after the date of entry of this Order, Lead Counsel shall cause a notice of the Settlement Hearing in substantially the form annexed as to the Stipulation (the "Notice") to be mailed (and, to the extent possible, emailed) to all Class Members. Lead

Counsel shall, at least ten (10) business days before the Settlement Hearing, file with the Court an appropriate affirmation with respect to the preparation, mailing and publication of the Notice, as well as a list of any Notices that were returned.

6. The form and method of notice herein is the best notice practicable and constitutes due and sufficient notice of the Settlement Hearing to all persons entitled to receive such a notice.

7. All proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement are hereby stayed and suspended until further order of the Court. Pending final determination of whether the Settlement should be approved, Plaintiffs, and all Class Members, are barred and enjoined from commencing, prosecuting, instigating or in any way participating in the commencement or prosecution of any action asserting any claims asserted in the Action, either directly, representatively, derivatively, or in any other capacity, against Defendants or any of the parties released in the Stipulation.

8. Any Class Member who objects to the Settlement, the Order and Final Judgment to be entered in the Action, and/or Lead Counsel's application for attorneys' fees, or who otherwise wishes to be heard, may appear in person or by such Class Member's attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown, no person shall be heard and no papers, briefs, pleadings or other documents submitted by any person shall be considered by the Court unless not later than [DATE] such person files with the Court and serves upon all counsel listed below: (a) a written notice of intention to appear containing a notarized statement attesting to the fact that such person is a member of the Class, and setting forth the Unit(s) in the Building in which the member resides or resided and the dates of said residence; (b) a detailed statement of such

person's specific position with respect to the matters to be considered at the Settlement Hearing and the grounds therefore; and (c) copies of any papers such person intends the Court to consider. Such filings shall be served by first class mail upon the following counsel and then filed with the Clerk of the Supreme Court of the State of New York, County of New York:

Roger Sachar Jr., Esq.
NEWMAN FERRARA LLP
1250 Broadway, 27th Floor
New York, NY 10001
rsachar@nflfp.com

Attorneys for Plaintiffs

Howard W. Kingsley, Esq.
ROSENBERG & ESTIS, P.C.
733 Third Avenue
New York, NY 10017
hkingsley@rosenbergestis.com

Attorneys for Defendant

9. Unless the Court otherwise directs, no person shall be entitled to object to the approval of the Settlement, any judgment entered thereon, the adequacy of the representation of the Class by Plaintiffs and Lead Counsel, any award of attorneys' fees, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as described above. Any person so objecting shall submit themselves to the personal jurisdiction of this Court for discovery purposes pursuant to the CPLR upon three days' written notice, including, without limitation, submitting to a sworn deposition at a place to be determined by Lead Counsel, interrogatories and other written questions, and requests for production of documents, regarding the objector's standing to object and the basis for such objection. Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding.

10. If the Settlement, including any amendment made in accordance with the Stipulation, is not approved by the Court or shall not become effective for any reason whatsoever, the Settlement (including any modification thereof made with the consent of the

Parties as provided for in the Stipulation), and any actions taken or to be taken in connection therewith (including this Order and any judgment entered herein) shall be terminated and shall become void and of no further force or effect. In that event, neither the Stipulation, nor any provision contained in the Stipulation, nor any action undertaken pursuant thereto, nor the negotiation thereof by any party shall be deemed an admission or received as evidence in this or any other action or proceeding.

ENTERED THIS _____ DAY OF _____ 2023

Lucy Billings, J. S. C.

EXHIBIT**List of Units**

<u>Name</u>	<u>Unit</u>
Jumee Song	1
Nicholas McCormick	1
Jeffrey Brannegan	1
Kay Schneider	2
Mary Barton	2
Lesaar/Schloss	3
Johnston/Piscuskas	3
Castilla/Subramaniam	3
Silver	4
Cunningham	4
Farnsworth	4
Lepley	4
Su	4
Drinkwater	5
Kalson/Finer	5
Webb	7
Quain	7
Ramirez	7
Fadely	8
Palen	8
Cohen	10
Weiss/Jensen	10
Tyndale/Birch	10
Song	10
Perkoski/Fernandez	11
Chen/Yang	11
James/Peng	12
Megan McLane	13

Ex. B-6

<u>Name</u>	<u>Unit</u>
Jones	14
O'Shea	14
Acosta	15
Pharas	15
Rice	16
Hagen/Paterson	16
Roth	17
Piscuska/DeHorsey	18
Morillo/Detreville	18
Sharma/Krone	18
O'Shea	18
Kokenge	19
Kleiman	19
Lockett	19
Scranton/Faber	20
Quinn	20
Gernfell-Dexter	20
Pafitis	21
Shute	21
Phaosawasdi	22
Jarecky	23
Putnam/Rowlads	23
DaSilva	23
Anderson/Velazquez	23
Decillis/Mirunit	23
Spellman/Martin	24
Christus	24
Daley	25
Mcbride	25
Pikus	25

<u>Name</u>	<u>Unit</u>
Ruotolo	26
Allen	26
Murphy	26
Salzedo	27
Emily Steele	28
Terranova	29
Wirt	A

EXHIBIT C**[Proposed] Final Order and Judgment Approving Class Action Settlement**

SUPREME COURT OF THE STATE OF NEW YORK
 COUNTY OF NEW YORK

MORGAN CASTILLA and DAWN FADELY,
 on behalf of themselves and all others similarly
 situated,

Plaintiffs,

- against -

CREATIVE INDUSTRIES CORPORATION
 and RUDD REALTY MANAGEMENT
 CORPORATION,

Defendants.

Index No.: 155681/2017

**[Proposed] Final Order and Judgment
 Approving Class Action Settlement¹****WHEREAS:**

A. On **[INSERT DATE]**, Plaintiffs applied to the Court, pursuant to New York Civil Practice Law and Rules (“CPLR”) Article 9, for an order preliminarily approving the settlement of this litigation (the “Action”) in accordance with the Stipulation and Agreement of Settlement, dated **[INSERT DATE]**”, together with the exhibits thereto (the “Stipulation”), sets forth the terms and conditions for a proposed settlement of this Action (the “Settlement”) and for a judgment dismissing the Class Action Complaint filed by Plaintiffs in this Action (the “Complaint”) with prejudice upon the terms and conditions set forth in the Stipulation.

B. In the Preliminary Approval Order of the Settlement of the Class Action, dated **[INSERT DATE]** (the “Preliminary Approval Order”), this Court, among other things: (i) preliminarily approved the Settlement; (ii) scheduled a hearing for **[INSERT DATE]** (the

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Stipulation (defined herein).

“Settlement Hearing”) to consider whether to approve the Settlement as being fair, reasonable, adequate, and consistent with the New York City Rent Stabilization Law (“RSL”) and New York City Rent Stabilization Code (“RSC”), to enter final judgment thereon and to consider an award of attorneys’ fees and expenses; and (iii) directed that notice of the pendency of the Action, the proposed Settlement and the Settlement Hearing, substantially in the form annexed as Exhibit [X] to the Stipulation (the “Notice”), be mailed to all Class Members who could be identified with reasonable effort.

C. Lead Counsel has submitted an affidavit attesting that the Notice was disseminated in accordance with the Preliminary Approval Order.

D. Lead Counsel has submitted a list of all Class Members who properly and timely requested exclusion from the Class [a copy of which is attached as Exhibit 1 hereto] [or alternatively: No Class Member has timely requested exclusion from the Class].

E. The Court held a Settlement Hearing on _____ and has considered all prior proceedings in the Action, the Stipulation and the exhibits annexed thereto, any submissions made in connection with the proposed Settlement and all proceedings during the Settlement Hearing, and no party has terminated the Stipulation in accordance with paragraph 41 thereof.

NOW, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. To the extent not defined herein, this Order and Final Judgment incorporates by reference the definitions in the Stipulation, and all terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation.

NOTICE

2. The Court hereby determines that the Notice and Summary Notice complied with the requirements of CPLR 904, 907 and 908 and due process and were the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto, including individual notice to all Class Members who could be located through reasonable effort. The Notice and Summary Notice provided due and adequate notice of these proceedings, the Settlement, an award of attorneys' fees and expenses, and the other matters set forth therein, to all persons entitled to such notice.

3. Due and adequate notice of the proceedings having been given to Class Members, and a full opportunity having been offered to Class Members to object to the proposed Settlement, to participate in the Settlement Hearing thereon or to request exclusion from the Class, it is hereby determined that all Class Members who have not requested exclusion (except as otherwise set forth in the Stipulation) are bound by this Order and Final Judgment (whether or not any Class Member has objected to the Settlement) and are barred from contesting the Stipulation, Settlement or this Order and Final Judgment.

4. Those persons identified in Exhibit 1 hereto shall be excluded from the Class and any benefits under the Settlement and shall not be bound by the Stipulation except as otherwise set forth therein. [Alternatively: No Class Member has timely requested exclusion from the Class.]

APPROVAL OF THE SETTLEMENT

5. Pursuant to CPLR 907 and 908, the Court finds that the Settlement as set forth in the Stipulation is in all respects fair, reasonable and adequate to each of the Releasing Parties and each Class Member and consistent with the RSL and RSC, and the Settlement is hereby

approved by the Court. In making this determination, the Court has considered, among other things, the benefits conferred on the Class by the Settlement, the risks faced by the Class in establishing class certification, liability and damages, and the value of settlement now in comparison to the likely probable duration, complexity, and further expense of this litigation in the absence of a settlement. The Court further finds that the Settlement has been the product of arm's-length negotiations and has been entered into in good faith. The Parties thereto are directed to consummate the Settlement in accordance with the terms and conditions of the Stipulation.

6. In determining that the Settlement is in all respects fair, reasonable and adequate to each of the Releasing Parties and each member of the Class, and in approving the Settlement, the Court has considered that no [alternatively: X] objections have been raised by Class Members to the Settlement

7. The Complaint against Defendants in this Action is dismissed on the merits and with prejudice, with each party to bear his, her or its own costs, except for the payment of the fees and costs of the Claims Administrator previously agreed to by the Parties and hereby approved by the Court, and the payment of the attorneys' fees and reimbursement of expenses and the Incentive Award to Plaintiffs as otherwise provided for in Paragraph 10 below.

FEES APPROVED

8. The application by Lead Counsel for the award of attorneys' fees and reimbursement of expenses is granted, and said counsel are awarded legal fees of \$ _____, equaling ___ % of the Settlement Amount, and expenses of \$ _____. In addition, Plaintiffs are awarded a Class Representative Incentive Award in the amount of \$ _____ each. Said fees

and expenses and Class Representative Incentive Award shall be deducted from the Settlement Amount in the manner prescribed in the Stipulation.

9. If the total Past Overcharge Amount for all Eligible Class Members does not exceed the Net Cash Settlement Amount, any balance remaining in the Cash Settlement Account shall be paid back to Defendants.

10. All Class Members who have not requested exclusion and Plaintiffs are barred and enjoined from commencing, prosecuting, instigating or in any way participating in the commencement or prosecution of any action asserting any claims asserted in this Action, either directly, representatively, derivatively, or in any other capacity, against Defendants or any of the parties released in the Stipulation.

11. Neither the Stipulation nor any proceedings taken in accordance with the terms set forth therein shall be construed or deemed to be evidence, or any presumption, admission or concession, either (a) on the part of Plaintiffs, of the lack of merit of this Action, or (b) on the part of Defendant, of any violation of any statute or regulation or principle of common law, or of any fault, liability, fraud, willful overcharge, violation of any law, or wrongdoing of any kind as to any facts or claims alleged or asserted in the Action, or any other action or proceeding, or that any person or entity has suffered any damages as a result of any matter that underlies any of the allegations or claims that were or could have been brought in the Action, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Action, or in any other action or proceeding, whether civil, criminal, or administrative, except for any litigation or judicial proceeding arising out of or relating to the enforcement of this Stipulation or the Settlement. Any such evidence, admission or concession is expressly denied and disclaimed by each Plaintiff and Defendant.

12. Without in any way affecting the finality of this Order and Final Judgment, this Court shall retain continuing jurisdiction over this Action and the Parties to the Stipulation and Class Members in order to: (a) effectuate the implementation of the Settlement; (b) enforce the terms of this Stipulation including, but not limited to, the releases provided herein; (c) hear all claims, defenses and counterclaims relating to the interpretation and enforcement of this Stipulation before and after the Effective Date as the Court deems appropriate; (d) review all challenges to final administrative determinations brought by Opt-Outs; (e) determine all other matters relevant to this Stipulation; (f) to enter any further orders as may be necessary or appropriate to effectuate the Stipulation, the Settlement, and the provisions of this Order and Final Judgment.

ENTERED THIS _____ DAY OF _____ 2023

Lucy Billings, J. S. C.

EXHIBIT

Excluded Class Members

[to be filled in]

EXHIBIT D**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION,
SETTLEMENT HEARING AND RIGHT TO APPEAR, AND APPLICATION
OF PLAINTIFFS' COUNSEL FOR AN AWARD OF FEES AND EXPENSES**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

MORGAN CASTILLA and DAWN FADELY,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

- against -

CREATIVE INDUSTRIES CORPORATION
and RUDD REALTY MANAGEMENT
CORPORATION,

Defendants.

Index No.: 155681/2017

**NOTICE OF PROPOSED
SETTLEMENT OF CLASS ACTION,
SETTLEMENT HEARING AND
RIGHT TO APPEAR, AND
APPLICATION OF PLAINTIFFS'
COUNSEL FOR AN AWARD OF
FEES AND EXPENSES**

TO: ALL TENANTS IN THE BUILDING LOCATED AT 28 BEDFORD STREET, NEW YORK, NEW YORK (THE "BUILDING") WHO RENTED DEREGULATED UNITS PRIOR TO JUNE 30, 2018, AND WHO RESIDED IN THE BUILDING AFTER JUNE 22, 2013.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. IF, AFTER REVIEWING THIS NOTICE, YOU HAVE ANY QUESTION REGARDING THE NOTICE, THE AMOUNT TO WHICH YOU MAY BE ENTITLED, AND/OR THE AMOUNT OF YOUR RENT AFTER FINAL APPROVAL OF THE SETTLEMENT, YOU MAY CONTACT LEAD COUNSEL, NEWMAN FERRARA, AT 212-619-5400, OR VIA EMAIL AT RSACHAR@NFLLP.COM.

THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF LITIGATION AND CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS. YOUR RIGHTS WILL BE AFFECTED BY LEGAL PROCEEDINGS IN THIS LITIGATION. IF YOU TAKE NO ACTION AND THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS, REASONABLENESS OR ADEQUACY OF THE PROPOSED SETTLEMENT, OR FROM PURSUING ANY OF THE SETTLED CLAIMS.

AFTER REVIEWING THIS NOTICE, YOU MAY FILE A CLAIM TO RECOVER DAMAGES FOR PAST RENT OVERCHARGES THAT YOU MAY BE ENTITLED TO RECEIVE UNDER THE SETTLEMENT, BUT YOU MUST FOLLOW THE INSTRUCTIONS IN SECTION III BELOW AND IN THE ATTACHED CLAIM FORM.

D-1

FAILURE TO FOLLOW THOSE INSTRUCTIONS WITHIN THE TIME FRAME REQUIRED SHALL RESULT IN A WAIVER AND FORFEITURE OF YOUR DAMAGES AWARD.

I. PURPOSE OF THIS NOTICE

THIS NOTICE IS GIVEN pursuant to an Order (the "Preliminary Approval Order") of the New York State Supreme Court, New York County (the "Court") entered in the above-captioned class action (the "Action") brought on behalf of persons and entities who rented certain Units (the "Units") at the Building. The purpose of this Notice is to inform you of the proposed settlement of the Action (the "Settlement"), and of a hearing (the "Settlement Hearing") to be held before the Honorable Lucy Billings in Part 41 of the Supreme Court of the State of New York, County of New York, 71 Thomas Street, New York, New York, on _____, 2023 at ___ a.m./p.m. The purpose of the Settlement Hearing is (i) to determine whether the proposed Settlement, as set forth in a Stipulation and Agreement of Settlement entered into by the parties to the Action and dated as of _____, 2023 (the "Stipulation"), is fair, reasonable, adequate, in the best interests of the Class (defined below), is consistent with the New York Rent Stabilization Law ("RSL") and Rent Stabilization Code ("RSC"), and should be approved by the Court; (ii) to determine whether a judgment should be entered in the Action pursuant to the proposed Settlement that will, among other things, dismiss the Complaint (defined below) with prejudice and release the Released Claims (defined below); (iii) to consider the application of Plaintiffs' counsel for an award of attorneys' fees and expenses; and (iv) to consider such other matters as the Court may deem appropriate.

The Court determined that the Action shall be maintained as a class action under New York Civil Practice Law and Rules ("CPLR") 901, *et seq.*, consisting of all persons who were signatories of leases for units in the Building, who resided in an Unit in the Building prior to June 30, 2018 (the date the Building stopped receiving tax benefits pursuant to the J-51 Program), and June 22, 2013 (the statute of limitations cutoff).

This Notice summarizes the rights you may have under the Settlement and what steps you may take in relation to the Settlement.

If the Court approves the Settlement at or after the Settlement Hearing, the parties to the Action will ask the Court to enter an Order and Final Judgment (defined below) dismissing the Complaint with prejudice on the merits. You may review copies of the Stipulation, Preliminary Approval Order and other pertinent documents by visiting:
www.nflp.com/28Bedfordsettlement.com

II. DESCRIPTION OF THE LITIGATION

On June 22, 2013, current and former tenants at 28 Bedford, including Plaintiffs Morgan Castilla and Dawn Fadely ("Plaintiffs") filed a putative class action complaint ("Complaint") challenging the rent stabilization status of the Units at the Building. According to the allegations in the

Complaint, certain tenants did not receive rent-stabilized leases and were charged rents in excess of the legal rent in violation of the Rent Stabilization Code and Rent Stabilization Laws. The Complaint alleges that the Building received tax abatements and/or exemptions pursuant to the New York City J-51 tax abatement program (the "J-51 Program") under the New York Real Property Tax Law ("RPTL"). In 1993, the New York State Legislature enacted the Rent Regulation Reform Act, which permitted rent-stabilized Units for which the legal rent was \$2,000 per month or more and were either vacant or occupied by tenants with a combined annual income of greater than \$250,000 per year to be removed from rent stabilization (the so-called "Luxury Deregulation Rule"). Certain Units in the Building were treated as deregulated pursuant to the Luxury Deregulation Rule. The Complaint alleges that this deregulation was improper because building receiving J-51 benefits were barred from luxury deregulation. The Complaint further alleges that tenants in building receiving J-51 benefits are entitled to a rider (the "J-51 Rider") disclosing that the building is receiving J-51 benefits, and the date those benefits expire, and that, according to the J-51 Program's rules, failure to provide the J-51 Rider entitled tenants to rent-stabilized leases for as long as they (or their successors) occupy their units. As remedies, Plaintiffs sought: (a) monetary damages for the alleged overcharge of tenants in the Units ("Past Rent Claims"); and (b) a declaration that future rents were to be set at levels determined by the RSL and RSC ("Future Rent Claims").

To avoid the costs, distractions and uncertainties of litigation, Plaintiffs and Defendants have agreed to the resolution of the Action pursuant to the terms and conditions set forth in the Stipulation, and summarized below, which shall be presented to the Court for final approval pursuant to CPLR 908 after this notice is delivered to members of the Class.

On the basis of information available to them, including publicly available information, documents produced in the litigation, and documentation made available by Defendants in connection with settlement discussions, Lead Counsel and Plaintiffs have determined that the Settlement described herein is fair, reasonable, adequate, consistent with the RSL and RSC, and in the best interests of Plaintiffs and the Class.

EXCEPT WHERE EXPRESSLY STATED OTHERWISE, THE FOREGOING DESCRIPTION OF THE LITIGATION DOES NOT CONSTITUTE FINDINGS OF THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

III. SUMMARY OF THE SETTLEMENT TERMS

All those who signed leases to rent Units during the period prior to the expiration of the J-51 Program (June 30, 2018), and occupied a unit in the Building on or after June 22, 2013, who has timely and properly filed a Claim Form (and do not opt out as described in Section V. below) is an "Eligible Class Member." Each Eligible Class Member who is not a current tenant of the Building will receive a disbursement of cash from the Cash Settlement Account (defined below) in the amount of such Eligible Class Member's Past Overcharge Amount(s). Each Eligible Class

Member who is a current tenant of the Building will receive a rent credit in the amount of such Eligible Class Member's Past Overcharge Amount(s) (the "Settlement Amounts"). Defendants will contribute \$2,625,000.00 into the Cash Settlement Account. If the total Past Overcharge Amount for all Eligible Class Members exceeds the available funds in the Cash Settlement Account (the "Net Cash Settlement Amount"), then the Past Overcharge Amount will be paid or credited based on the pro rata share that each Eligible Class Member's Past Overcharge Amount bears to the total Net Cash Settlement Amount. If the total Past Overcharge Amount for all Eligible Class Members does not exceed the Net Cash Settlement Amount, any balance remaining in the Cash Settlement Account shall be paid back to Defendants

Subject to all of the terms and conditions set forth in the Stipulation, the calculation of each Eligible Class Member's Past Overcharge Amount shall be calculated as follows:

First, a "Default Formula Rent" was established by Lead Counsel, which is the amount derived from the lowest of the formulas set out at RSC §2522.6(b)(3).

Second, if an Eligible Class Member between July 1, 2013 and the Preliminary Approval Date paid rent in excess of the Default Rent, the Eligible Class Member shall be entitled to a refund of the difference between the amount of Rent actually paid, and the Default Formula Rent, plus simple interest at the rate of nine (9) per centum per year, calculated from the first date of each month occurred (the "Past Overcharge Amount").

Third, the Past Overcharge Amount shall be reduced by any amount due and owing to the landlord ("Non-Payment Deductions") by the Eligible Class Member.

Past Overcharge Amounts and claims for Past Overcharge Amounts shall not be assignable or otherwise transferable by Eligible Class Members to any person or entity, other than Eligible Class Member's executor, administrator or trustee (for a trust that is in existence as of the Preliminary Approval Date or is a special needs trust) who may file or accept payment of that Class Member's claim.

If the Eligible Class Member for a particular lease term consists of two or more co-tenants, the Past Overcharge Amount will be divided equally amongst them. Settlement Distributions shall be made to only those co-tenants who timely submit a Claim Form. Any Non-Payment Deductions also shall be made equally and proportionally from each such co-tenant's Settlement Distribution, even if other co-tenants exist, but fail to submit a Claim Form (unless any other co-tenant opts out, in which case all the co-tenants shall be deemed to have opted out, including those co-tenants who timely submit a Claim Form). Any disputes among co-tenants concerning the allocation of any Settlement Distributions under this Settlement must be addressed and resolved amongst the co-tenants outside the scope of this Settlement, and the existence of any such actual or potential disputes shall not be a basis for objecting to the Settlement.

Any Non-Payment Deductions that will be deducted from any Past Overcharge Amount as discussed above shall be remitted to Landlord at the time Settlement Distributions are made.

Any such payments to Landlord will reduce any amount owed by an Eligible Class Member, but such Eligible Class Member shall remain liable to Landlord for any balance remaining due after such payments if not remitted to Landlord at the time the Settlement Distributions are made. Any rent forgiven as part of legislation as part of any public health emergency legislation shall not be deducted as part of any Non-Payment Deductions. Any rent payment plan entered into by a tenant with Landlord prior to the Order and Final Judgment Date shall be accelerated and treated as a Non-Payment Deduction. If the amount owed under such payment plan exceeds the Past Overcharge Amount, then no Settlement Distribution shall be made and the remaining rental arrears shall be due and payable pursuant to the payment plan. If the total Past Overcharge Amount for all Eligible Class Members does not exceed the Net Cash Settlement Amount, any balance remaining in the Cash Settlement Account shall be paid back to Defendants. If the Landlord claims a Non-Payment Deduction should be made to an Eligible Class Member's claim, such Eligible Class Member shall have fourteen days from the receipt of notice to submit an objection to the claimed Non-Payment Deduction and any supporting documentation or other materials (the "NPD Objections"). Plaintiffs and Defendants will confer on the resolution of all NPD Objections. All NPD Objections that cannot be resolved will be submitted to the Court for determination.

TO RECEIVE ANY DAMAGES TO WHICH YOU MAY BE ENTITLED, YOU MUST FILE A CLAIM FOR SETTLEMENT DISTRIBUTIONS BY COMPLETING THE ATTACHED CLAIM FORM AND MAILING IT POSTMARKED ON OR BEFORE [DATE] TO LEAD COUNSEL AT THE ADDRESS LISTED ON THE FORM.

If a single Unit had multiple co-tenants at any given time, any subsequent dispute as to the entitlement to any Settlement Distributions under this Stipulation shall be solely between and among such co-tenants without recourse to Landlord and without any liability to any of the parties to this Stipulation. For identity verification purposes, all Claim Forms shall require Class Members to provide the month and year when their lease(s) commenced and terminated and the addresses of such Class Member's leased Unit(s). Class Members who do not timely file a Claim Form pursuant to these procedures shall be deemed to have waived and released their Past Rent Claims and Past Overcharge Amounts but shall nonetheless remain subject to the applicable releases discussed below unless he, she or it becomes an Opt-Out. Determinations as to whether a Claim Form has been timely and properly filed shall be made by Plaintiffs in consultation with Defendants.

Any claims for treble damages, any other punitive damages, fines, or interest (other than 9% simple interest referenced above) are waived under the Settlement.

If you wish to opt out (defined below) of this damages portion of the settlement, you may do so by the procedures outlined below at Section VI, "Your Right to Opt Out." If you do so, you will not be entitled to any monetary payment under this Settlement, but you may retain the right to seek past damages in an independent action or proceeding. Please read Section VI carefully before opting out, as it sets forth additional risks those who opt out ("Opt-Outs") may potentially face.

The legal regulated rent for any and all Opt-Outs shall be the Settled Rent as set forth in the Stipulation and may be increased thereafter as set forth therein.

IV. OVERVIEW OF DISBURSEMENTS FROM THE CASH SETTLEMENT ACCOUNT

As described more fully herein, within ten (10) days after the Effective Date, Defendants shall cause to be transferred into the Cash Settlement Account the Settlement Amount. The Settlement Amount shall first be reduced by any Attorneys' Fees and Expenses Award, and any Class Representative Incentive Award(s). The remaining Net Cash Settlement Amount will then be divided among the Eligible Class Members. If the total Past Overcharge Amount payable to all Eligible Class Members exceeds the Net Cash Settlement Amount, then the Past Overcharge Amount will be paid based on the pro rata share that each Eligible Class Member's Past Overcharge Amount bears to the total Net Cash Settlement Amount, minus any Non-Payment Deductions. If the total Past Overcharge Amounts payable to all Eligible Class Members does not exceed the Net Cash Settlement Amount, the balance remaining in the Cash Settlement Account shall be paid to Defendants. Lead Counsel will distribute the funds representing the Net Cash Settlement Amount within 15 days after the Effective Date. Lead Counsel will return the amounts representing any balance remaining funds in the Net Cash Settlement amount within 50 days after the Effective Date, via overnight courier or mail, to Rosenberg & Estis, P.C., attn: Howard W. Kingsley, Esq. Within 120 days after the Effective Date, Lead Counsel will issue stop payment instructions for any uncashed funds, and promptly return any remaining amount to Defendants by overnight courier or mail, to Rosenberg & Estis, P.C., attn: Howard W. Kingsley, Esq.

V. RELEASES

The Stipulation provides that if the Settlement is approved by the Court, a judgment will be entered dismissing the Complaint with prejudice, and containing a broad release of Defendants that shall be binding on you, both individually and on behalf of all other members of the Class. All Class Members (other than Opt-Outs), whether or not they submit a Claim Form, will release all Defendants and certain related parties from all claims that were or could have been made in the Action, including without limitation, damages, penalties, punitive damages, treble damages, liabilities or other remedies relating to (a) residential rents at the Building, (b) the rent-regulated status of any Unit at the Building, and (c) any other claims arising under the RSL or RSC based on any act, event or alleged failure to act prior to the Order and Final Judgment Date, including but not limited to any claim that a tenant was entitled to any particular form of lease, notice, or that the Building had to be registered with any governmental agency (the "Released Claims").

The full language of the releases is set forth in the Stipulation.

VI. YOUR RIGHT TO OPT OUT

You may choose to be excluded from the provisions of the settlement relating to the Past Rent Claims. If you choose to be excluded in this way (“opt out”) you will not receive any cash payment as a result of this Settlement, and you may seek damages by bringing an independent action or proceeding on your own behalf.

Each Class Member will be bound by all provisions of the Stipulation and the Settlement, whether favorable or unfavorable, unless such person mails, by first class mail, a written request for exclusion from the Class, postmarked no later than [DATE] (the “Bar Date”), addressed to Lead counsel, which shall provide daily reports of such requests to each of the parties’ attorneys. **No Class Member may exclude himself, herself, or itself from the Class after the Bar Date.**

In order to be valid, each request for exclusion must: (a) set forth the name and address of the Class Member requesting exclusion; (b) provide that such Class Member “requests exclusion from the Class in *Castilla et al. v Creative Industries Corporation, et al.* (Index No. 155681/2017)”; (c) be signed by such Class Member; and (d) include the addresses of all of such Class Member’s leased Unit(s). **Requests for exclusion will not be accepted if they do not include the required information or if they are not made within the time stated above unless they are otherwise accepted by the Court.**

Opt-Outs will not receive any Settlement Distributions. In any subsequent proceeding, Opt-Outs may make any claim or argument as to Past Rent Claims belonging to such Opt-Outs and Defendants may raise any defenses available to them whether at law, equity or pursuant to the Order and Final Judgment.

VII. REASONS FOR THE SETTLEMENT

Defendants assert various defenses to this Action, including that its conduct did not violate the rent regulations. Nevertheless, Defendants are entering into the Settlement solely because the proposed Settlement will eliminate the uncertainties, burden, and expense of further litigation.

Plaintiffs and Lead Counsel believe that the Settlement is fair, reasonable, adequate and in the best interests of Plaintiffs and the Class. Plaintiffs and Lead Counsel also took into consideration the strengths and weaknesses of the Class’s claims and defenses and determined that the terms of the proposed Settlement are fair, reasonable, and adequate, and in the best interest of the Class.

VIII. CONDITIONS OF SETTLEMENT

This Settlement is conditioned upon the fulfillment of a series of conditions which relate to, among other things, final court approval, dismissal of the Complaint with prejudice, and the occurrence of the Effective Date without any material change to the terms of the Stipulation (unless agreed to in writing by the parties). If any of the conditions do not come to pass, the

Settlement shall be null and void, and no party shall be prejudiced by having signed the Stipulation.

IX. FINAL ORDER AND JUDGMENT

If the Settlement (including any modification thereto made with the consent of the parties) shall be approved by the Court following the Settlement Hearing as fair, reasonable, and adequate and in the best interests of the Class, an Order and Final Judgment shall be entered in substantially the same form attached as Exhibit C to the Stipulation. The approval of the Settlement by the Court shall be considered final for purposes of the Stipulation upon the first day following the last of the following occurrences (the "Effective Date"): (a) the last date to file an Appeal or seek permission to Appeal has expired with no Appeal having been taken or sought; or (b) if any Appeal is taken or sought, the date a remittitur or order is entered by a court: (i) affirming the Order and Final Judgment or denying or dismissing any Appeal from the Order and Final Judgment, and any Appeal is finally dismissed or the Order and Final Judgment is finally affirmed with no possibility of subsequent Appeal therefrom; (ii) reversing or modifying the Order and Final Judgment in any non-material respect and (1) the time for any further Appeal has expired without such Appeal having been taken or sought or (2) any further Appeal is finally denied or dismissed or the Order and Final Judgment is finally affirmed with no possibility of subsequent Appeal therefrom; and (iii) reversing or modifying the Order and Final Judgment in a material respect provided Plaintiffs and Defendants agree in writing to remain bound to the Settlement as reversed or modified and (1) the time for any further Appeal has expired without such Appeal having been taken or sought or (2) any further Appeal is finally dismissed or the Order and Final Judgment is finally affirmed with no possibility of subsequent Appeal therefrom. For purposes of this definition, a reversal or modification shall be deemed "material" if it materially affects any term of this Stipulation.

X. PLAINTIFFS' ATTORNEYS' FEES AND EXPENSES, AND OTHER PAYMENTS

Lead Counsel may apply to the Court, unopposed by Defendant, for a fee award of up to 30% of the Settlement Amount, plus out of pocket expenses (the "Attorney's Fees and Expenses Award"), to be paid from the Settlement Amount, as well as for a Class Representative Incentive Award in the amount of up to \$2,500.00 for each Lead Plaintiff.

XI. STAY OF PROCEEDINGS

Pending final determination of whether the Settlement should be approved, you are barred and enjoined from commencing, prosecuting, instigating or in any way participating in the commencement or prosecution of any action asserting any claims asserted in this Action, either directly, representatively, derivatively, or in any other capacity, against Defendants or any of the parties released as set forth in Section IV.

XII. SUCCESSORS AND ASSIGNS

The Stipulation and all its terms will be binding on you and any agent, heir, affiliate, successor, executor, affiliate, and assign of yours, as well as any agent, executor, heir, affiliate, successor and assign of any Defendant.

XIII. CHOICE OF LAW

The parties have agreed that the Stipulation and the Settlement contemplated by it shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to New York's conflict of law rules as set forth in the Stipulation.

XIV. SETTLEMENT HEARING AND RIGHT TO APPEAR

You have the right to appear in person or through an attorney in Court at the Settlement Hearing and object to the proposed Settlement, or to otherwise be heard at the Settlement Hearing. You may present any evidence or argument that may be proper and relevant. However, to do so, you must, by no later than [DATE], file with the Clerk of Court and serve notice of your intent to appear by hand or by first class mail, postage prepaid, upon counsel for the parties, as specified below:

Roger Sachar Jr., Esq.
NEWMAN FERRARA LLP
1250 Broadway, 27th Floor
New York, NY 10001
rsachar@nflp.com

Attorneys for Plaintiffs

Howard W. Kingsley, Esq.
ROSENBERG & ESTIS P.C.
733 Third Avenue
New York, New York 10017
hkingsley@rosenbergestis.com

Attorneys for Defendants

Such notice shall contain: (a) a written notice of intention to appear containing a notarized statement attesting to the fact that such person is a member of the Class, and setting forth the Unit(s) in the Building in which the member resides or resided and the dates of said residence; (b) a detailed statement of such person's specific position with respect to the matters to be considered at the Settlement Hearing and the grounds therefore; and (c) copies of any papers such person intends the Court to consider.

Any member of the Class who fails to object in the above-prescribed manner shall be deemed to have waived his, her or its objection and shall be barred from raising such objection in this or any other action or proceeding.

Any Class Member who files and serves such a notice will be subject to discovery procedures by the parties' counsel to enable counsel to explore the objector's standing to object and the basis for the objection, as well as other relevant matters. Such discovery procedures may include without limitation taking your testimony under oath, demanding your answers to interrogatories or other written questions, and compelling production of documents and other relevant materials

by you. All such discovery will be conducted and completed before the Settlement Hearing. By filing and serving such a notice, you will be deemed to have consented to conducting all such discovery on an expedited basis on three (3) days' written notice served upon you or your counsel, should you hire counsel.

Members of the Settlement Class who have no objection to the proposed Settlement do not need to appear at the Settlement Hearing or take any other action. If the Settlement is not approved, the case will continue and the Stipulation and the proposed Settlement shall become null and void and of no further force or effect.

XV. DISMISSAL OF THE ACTION

If the Court approves the proposed Settlement, the Court will enter a judgment:

- 1) Approving the proposed Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and directing consummation of the proposed Settlement, in accordance with the terms and conditions of the Stipulation;
- 2) Dismissing the Action with prejudice on the merits, without costs except as provided in the Stipulation;
- 3) Permanently barring and enjoining any and all Class Members (other than opt-outs) from instituting, commencing, prosecuting, participating in or continuing any action or other proceeding in any court or tribunal of this or any other jurisdiction, either directly, representatively, derivatively or in any other capacity, asserting any claims that arise out of, or in any way relate to, the Released Claims;
- 4) Awarding Lead Counsel such fees and expenses as the Court deems appropriate, as well as awarding the Class Representative Incentive Award; and
- 5) Reserving jurisdiction over all matters related to the consummation of the proposed Settlement.

The Court has the right to approve the proposed Settlement with modifications and without further notice to members of the Class. The Court may also adjourn the Settlement Hearing or any previous adjournment thereof without further notice other than to counsel for the parties.

XVI. SCOPE OF THIS NOTICE

The foregoing description of the Action, the Settlement Hearing, the terms of the proposed Settlement and other matters described herein does not purport to be comprehensive. The references in this Notice to the pleadings in the Action, the Stipulation and other papers and proceedings are only summaries and do not purport to be comprehensive. For the full details of the Action, the claims that have been asserted by the parties and the terms and conditions of the

Settlement, including a complete copy of the Stipulation and related orders and proposed forms of orders, members of the Class are referred to the Court files for the Action. You or your attorney may examine the public Court files during regular business hours of each business day at the offices of the Clerk, Supreme Court of the State of New York, County of New York, 60 Centre Street, New York, New York 10007. The index number for the Action is 155681/2017.

XVII. FURTHER INFORMATION

Any questions you have about the matters in this Notice should NOT be directed to the Court, but should instead be directed by telephone or in writing to Lead Counsel:

Roger A. Sachar Jr.
NEWMAN FERRARA LLP
1250 Broadway, 27th Floor
New York, NY 10001
Tel: (212) 619-5400
rsachar@nflp.com

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EXHIBIT E

Default Formula Rents & Past Overcharge Amounts

<u>Name</u>	<u>Unit</u>	<u>Default Formula Rent</u>	<u>Past Overcharge Amount¹</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

¹ [REDACTED]

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<u>Name</u>	<u>Unit</u>	<u>Default Formula Rent</u>	<u>Past Overcharge Amount¹</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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