

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS –
FORMER TENANTS**

This Class Action Settlement Agreement and Release of Claims (the “Class Action Settlement Agreement”) is entered into by and between Defendants SKYC MANAGEMENT LLC a/k/a GREISMAN MANAGEMENT and a/k/a B. GREISMAN REALTY, 161 HOLDING LTD, POST LLC, ABBY ASSOCIATES, 2275 HOLDING LTD, 22 HOLDING CORP., CHAMA HOLDING CORP., 346 HOLDING CORP., STEB REALTY CORP., 674 HOLDING LTD, 666 HOLDING LLC, 116 WEST CORP., DBPB HOLDING CORP., HELBOR REALTY CORP., BRAGREIS REALTY CORP., 1820 HOLDING LTD., HENNESSY REALTY LLC, GLEASON LLC, 2246 HOLDING CORP., 2188 REALTY LTD and HEIGHTS REALTY CO. LLC (collectively, “Defendants”) and Representative Plaintiff STACEY SANCHEZ (hereinafter, “Sanchez” or Representative Plaintiff”) on behalf of herself individually, and on behalf of all members of the Plaintiff Class. Definitions appear in Section I below.

RECITALS

WHEREAS, Plaintiffs Enriqueta Luna (“Luna”), Desmond Hill (“Hill”), Jose L.S. Garcia (“Garcia”) and Stacey Sanchez (“Sanchez”) commenced an action in New York State Supreme Court, New York County (Index No. 151905/2017) (the “Action”), against Defendants, on behalf of themselves and a putative class of similarly situated tenants of buildings described in a schedule to the Complaint;¹

WHEREAS, the Complaint alleged that Defendants violated 9 N.Y.C.R.R. § 2525.4 by demanding, receiving or retaining security deposits in excess of one month’s legal rent; General

¹ For the sake of clarity, “Buildings” as used herein refers to the schedule to the Former Tenant Notice, and not the schedule to the Complaint.

Obligations Law § 7-103(1) by commingling security deposits; and New York Penal Law §§ 180.55, 180.56, 180.57 and General Business Law § 349(h) by requiring applicants of rental apartments to pay sums commonly referred to as “key money,” and/or demanding other payments that constituted rent gouging as a precondition for a lease; and

WHEREAS, when the Action was commenced, all of the Representative Plaintiffs were rent-stabilized tenants of the Defendants; and

WHEREAS, Sanchez is no longer a tenant of Defendants, having vacated her apartment in approximately November 2016; and

WHEREAS, Plaintiffs filed a motion for class certification on July 20, 2017 (Motion Sequence No. 1), which was withdrawn without prejudice, and then Plaintiffs filed a renewed motion for class certification on January 23, 2018 (Motion Sequence No. 2), which is presently pending (“Motion for Class Certification”), and requested that the Court certify a putative class consisting of current and former tenants of the Buildings; and

WHEREAS, Defendants warrant and represent that, after conducting an audit of security deposits of the Buildings’ residential tenants, on or about December 2017 Defendants either remitted *pendente lite* payments and/or provided rent credits totaling \$266,093.00 (the “Returned Funds”) to persons who were rent-stabilized tenants of the Buildings as of that date (defined herein as “Current Tenants”), and whose security deposits exceeded their legally chargeable, monthly rents as reflected in the most recent rent registrations filed by Defendants with the New York State Division of Housing and Community Renewal (“DHCR”); and

WHEREAS, Defendants warrant and represent that, by issuing the Returned Funds, Defendants have compensated Current Tenants for the amounts by which Current Tenants’

security deposits exceeded their legally chargeable, monthly rents for their respective apartments; and

WHEREAS, Defendants further warrant and represent that on or about December 2017 Defendants deposited an amount equal to all security deposits of Current Tenants of the Buildings in interest-bearing accounts with Signature Bank having an address of 6321 New Utrecht Avenue, Brooklyn, New York, and that these funds are not commingled with non-security funds, and they shall remain segregated, and that Defendants have provided written notice to Current Tenants stating the name and address of the banking institution where security funds are being held; and

WHEREAS, Defendants further warrant and represent that they have implemented policies and procedures to ensure that Defendants shall continue to comply with NY General Obligations Law § 7-103 *et seq.* and Rent Stabilization Code § 2525.4 regarding security deposits; and

WHEREAS, based in part upon Defendants' representations and warranties that they have fully compensated Current Tenants for security deposit overpayments and that they have acted to segregate Current Tenants' security funds in interest-bearing accounts, Plaintiffs hereby withdraw, without prejudice: (a) that portion of the Motion for Class Certification that seeks to include Current Tenants as part of the Plaintiff Class; and (b) the claims of named plaintiffs Enriqueta Luna, Desmond Hill, and Jose L.S. Garcia, each of whose claims have been settled by a separate settlement agreement entered into individually, solely on their own behalf; and

WHEREAS, all parties consent to certification of a class consisting solely of tenants whose tenancies terminated after February 27, 2013 and prior to January 18, 2018 (hereinafter referred to as "Former Tenants"); and

WHEREAS, nothing set forth in this Class Action Settlement Agreement shall be deemed to limit, impair, waive, alter and/or otherwise affect any claims, rights, interests, causes of action, and/or demands of Current Tenants; and

WHEREAS, this Class Action Settlement shall not bind any public, governmental and/or administrative agency; and

WHEREAS, the parties have engaged in extensive settlement discussions that have spanned more than a year and informally exchanged documents and information; and

WHEREAS, Class Counsel represents that it has conducted a sufficiently thorough investigation into the claims of the Plaintiff Class against Defendants and that, based on its own investigation and evaluation of all known facts and circumstances, including the risk and costs of protracted litigation, Class Counsel is of the opinion that the terms of this Settlement Agreement are fair, reasonable, adequate and are in the best interests of the Plaintiff Class.

NOW, THEREFORE, the parties hereto agree as follows:

I. DEFINITIONS.

1. "Action" means the action entitled *Luna, et al. v. SKYC Management LLC, et al.*, pending in New York State Supreme Court, New York County, with Index No. 151905/2017.
2. "Class Counsel" means the Rapaport Law Firm, PLLC and Miller Law, PLLC.
3. "Current Tenants" means persons who were residential tenants of the Buildings as of January 19, 2018 and/or any time after such date.
4. "Former Tenants" means persons who were residential tenants of the Buildings at any time between February 27, 2013 and January 18, 2018 and are no longer residential tenants of Defendants.

5. “Former Tenant Notice Package” means the Class Notice and Claim Form attached as Exhibits A and B, respectively, in both English and Spanish, subject to any changes made by the Court.

6. “Court” means the New York State Supreme Court, New York County.

7. “Defendants’ Counsel” means Sidrane, Schwartz-Sidrane, Perinbasekar & Littman, LLP.

8. “Final Approval Hearing” means the hearing held by the Court to consider final approval of this Settlement Agreement and finally certifying a Settlement Class.

9. “Final Approval Order” means an order finally approving this Settlement Agreement and finally certifying a Settlement Class.

10. “Agreement Date” means the date upon which this Settlement Agreement is fully executed by the parties.

11. “Final Effective Date” means the date upon which the Final Approval Order becomes final, binding and non-appealable.

12. “Former Tenant Fund” means the amount of One Hundred Thousand Dollars (\$100,000.00) that will be placed in a reversionary fund as described in Section XII herein.

13. “Key Money” means any money demanded or paid by a prospective tenant, over and above legal rent and security, to Defendants as an inducement or prerequisite to securing a lease for an apartment at a Building.

14. “Buildings” means Defendants’ rent-stabilized apartment buildings listed in the schedule to the Former Tenant Notice.

15. “Plaintiff Class” comprises all Former Tenants.

16. “Qualified Former Tenant” means all Former Tenants that submit a Valid Claim Form.

17. "Settlement Class" means all members of the Plaintiff Class who do not submit a timely and proper statement opting out of the settlement provided for in this Settlement Agreement.

18. "Settlement Administrator" refers to the third party company responsible for administering certain terms of this Settlement Agreement.

19. "Valid Claim Form" means a Claim Form that is completely filled out, signed, and notarized by a Former Tenant and submitted to the Settlement Administrator by the applicable deadline.

20. "Void Date" shall have the meaning given to it in Section XII below.

II. MOTION FOR A PRELIMINARY APPROVAL ORDER.

Within thirty (30) calendar days after execution of this Settlement Agreement, the Plaintiff shall file with the Court a motion or a written application in the manner directed by the Court seeking entry of an order that:

- a) preliminarily certifies the Plaintiff Class for settlement purposes only;
- b) preliminarily approves this Settlement Agreement as fair, adequate, reasonable, and in the best interests of the Plaintiff Class;
- c) approves the Former Tenant Notice and Former Tenant Claim Form;
- d) directs the mailing of the Former Tenant Class Notice Package; and
- e) establishes the time periods for any member of the Plaintiff Class to respond to the Former Tenant Notice Package; and
- f) sets a date for a Final Approval Hearing.

III. ENGAGEMENT OF A SETTLEMENT ADMINISTRATOR.

1. Defendants' Counsel shall engage a Settlement Administrator that is reasonably satisfactory to Plaintiff no later than the date of the filing of the motion provided for in Section II above.

2. In addition to the duties expressly stated in the Settlement Agreement, the Settlement Administrator shall perform such other duties as are consistent with the terms, purposes, and goals of this Settlement Agreement. All disputes relating to the Settlement Administrator's duties shall be referred to the Court, if necessary, which shall have continuing jurisdiction over the terms and conditions of this Settlement Agreement for the purposes of resolving those disputes.

3. If the Settlement Administrator receives a mailing from a member of the Plaintiff Class without legible postmark, the envelope shall be deemed postmarked two (2) days prior to the date it was received by the Settlement Administrator, or one (1) day if the envelope was sent by overnight delivery. The Settlement Administrator shall record the date each such envelope is received.

4. The Settlement Administrator shall retain, and not destroy, all materials it receives from a member of the Plaintiff Class, together with the envelope in which they are received.

5. The fees and expenses of the Settlement Administrator shall be the sole responsibility of Defendants and shall be paid by Defendants.

IV. PREPARATION AND DELIVERY OF THE FORMER TENANT NOTICE PACKAGE.

1. Within ten (10) business days of the entry of an order that materially grants the Plaintiff's motion for preliminary settlement approval (the "Preliminary Approval Order"), the

parties hereto shall jointly provide the Settlement Administrator with the Former Tenant Notice Package as approved by the Court. Within ten (10) business days after entry of the Preliminary Approval Order, the Defendants shall provide the Class Counsel and the Settlement Administrator with the following information to the extent it is in the possession of and/or reasonably available to Defendants' and/or Defendants' agents: the name, last known address and last known telephone number for each Former Tenant. Defendants agree to provide this information in a format reasonably acceptable to the Settlement Administrator. Defendants make no representation that the information in their possession, custody, or control concerning Former Tenants' addresses and/or telephone numbers is accurate or complete.

2. With respect to all Former Tenants for whom Defendants lack information regarding their addresses and/or telephone numbers, Defendants shall provide each such Former Tenant's name to the Settlement Administrator, together with the address of the building and apartment number where the Former Tenant resided when he or she was Defendants' tenant. The Settlement Administrator shall, at Defendants' sole cost and expense, take all reasonable steps to obtain a current address for all such individuals, which shall include, at a minimum: (a) skip tracing; and (b) attempting to contact all such individuals on at least two occasions by telephone, which shall be done by someone who is fluent in both Spanish and English, and who shall, where feasible, leave a voice mail message if the individual does not answer the telephone call, stating that the purpose of the call is to obtain the individual's address in order to provide notice that the person is entitled to receive notice of a class action settlement.

3. The Settlement Administrator may use the United States Postal Service National Change of Address list and/or such other method that the Settlement Administrator deems appropriate to verify the accuracy of the address for each Former Tenant before the initial

mailing date, to confirm that the Former Tenant Notice Package is sent to all Former Tenants at the address most likely to result in prompt receipt of the Former Tenant Notice Package.

4. The Settlement Administrator shall send the Former Tenant Notice Package as approved by the Court, together with a self-addressed stamped envelope, to each Former Tenant by first class mail within fifteen (15) calendar days after completion of the Settlement Administrator's efforts to obtain current addresses, as set forth in this Section.

5. It shall be conclusively presumed that the Former Tenant Notice Package has been received by a Former Tenant if the Former Tenant Notice Package has not been returned to the Settlement Administrator as undeliverable within thirty (30) days of mailing. The Settlement Administrator shall take all reasonable steps to obtain a current address for all Former Tenant Notice Packages returned to the Settlement Administrator as undeliverable within thirty (30) days of the date of mailing, including, at Defendants' sole cost and expense: (a) skip tracing; and (b) attempting to contact all such individuals on at least two occasions by telephone, which shall be done by someone who is fluent in both Spanish and English, and who shall, where feasible, leave a voice mail message if the individual does not answer the telephone call, stating that the purpose of the call is to obtain the individual's address in order to provide notice that the person is entitled to receive notice of a class action settlement. If an updated address is located, the Settlement Administrator shall re-mail the envelope to the updated address within five (5) calendar days of the receipt of the returned envelope. No third mailing shall occur without good cause, as determined by the Settlement Administrator.

6. Former Tenant Notice Packages that are re-mailed shall be accompanied by a dated cover letter from the Settlement Administrator in Spanish and English informing the

recipient of the date of the re-mailing and the adjusted due date for submitting a Valid Claim Form (as provided for in Section V below).

7. The Settlement Administrator and Class Counsel each shall keep and maintain information about Former Tenants as confidential, shall not disclose the information to the Plaintiffs or anyone else, and shall only use the information for purposes of this Class Action Settlement Agreement.

8. In addition to the procedure outlined above, within fifteen (15) business days of the entry of an order that materially grants the Plaintiff's motion for preliminary settlement approval the Settlement Administrator shall publish a full-page notice in Spanish, in substantially the same form as Exhibit C hereto, two times per week for six consecutive weeks in *El Diario* with publication in editions of the newspaper that are distributed, at a minimum, in all boroughs of the City of New York

9. Defendants shall be solely responsible for the cost of translating notices, forms, advertisements and other documents into Spanish, including but not limited to the Former Tenant Notice Package and for any interpreting services required of the Settlement Administrator

V. PROCESS FOR SUBMITTING A CLAIM FORM.

1. To be a Qualified Former Tenant, a Former Tenant must deliver a Valid Claim Form to the Settlement Administrator, postmarked not more than sixty (60) calendar days after the later of (i) the date of mailing pursuant to Paragraph IV(5) or the latest date of publication pursuant to Paragraph IV(8); provided, however, that for Former Tenants to whom a Former Tenant Notice Package is re-sent after having been returned to the Settlement Administrator as undeliverable, the Claim Form shall be timely if it is postmarked thirty (30) calendar days after the date of the re-mailing.

2. The Settlement Administrator shall conclusively determine whether a Claim Form is a Valid Claim Form, pursuant to the terms of this Settlement Agreement.

3. No Former Tenant shall be a Qualified Former Tenant unless that Former Tenant submits a Valid Claim Form.

VI. OBJECTING TO THE SETTLEMENT AGREEMENT.

1. Qualified Former Tenants may object to any term of this Settlement Agreement. A Qualified Former Tenant who asserts an objection shall nonetheless be a member of the Settlement Class, bound by the terms of this Settlement Agreement (including the release) and the Final Approval Order, and shall be eligible to receive a payment from the Former Tenant Fund (in accordance with the terms of this Settlement Agreement).

2. To assert an objection, a Former Tenant must (i) be a Qualified Former Tenant and (ii) deliver a written, signed, and notarized statement to the Settlement Administrator, postmarked on or before the applicable due date to submit a Valid Claim Form, that includes (a) the individual's name, (b) the individual's address, (c) the individual's telephone number, (d) a statement providing the basis and details for the Former Tenant's objection, and (e) documentation to support the objection.

3. The Settlement Administrator shall stamp the date received on each original statement of objection.

4. Former Tenants that are not Qualified Former Tenants shall be ineligible to object to the settlement or this Settlement Agreement.

5. Qualified Former Tenants who fail to submit a timely written objection in the manner specified in this Section shall be deemed to have waived, and shall be foreclosed from making, any objection to the Settlement Agreement (whether by appeal or otherwise); provided,

however, that the individual shall remain a Qualified Former Tenant. Any objections submitted after the due date, or without information required by this Section, shall be deemed waived.

6. The Settlement Administrator shall deliver each objection to Class Counsel and Defendants' Counsel within two (2) business days of receipt. Class Counsel shall file all objections from Qualified Former Tenants with the Court.

7. Class Counsel and Defendants' counsel may, at least five (5) business days before the Final Approval Hearing, file responses to any statements of objection.

8. Any Former Tenant that asserts an objection that complies with the terms of this Section shall have the right to appear at the Final Approval Hearing, either in person or through counsel hired and paid for by the objector. An objector who wishes to appear at the Final Approval Hearing must state his or her intention to do so in writing on this or her written statement of objection. An objector may withdraw his or her statement of objection at any time.

VII. OPTING-OUT.

1. A member of the Plaintiff Class, other than the Representative Plaintiff, may opt-out of the settlement provided for in this Settlement Agreement. A member who opts out shall not be a member of the Settlement Class, shall not receive any portion of the Former Tenant Fund, shall not be bound by the terms of the settlement provided for in this Settlement Agreement, shall not be entitled to enforce the injunctive relief provided for in this Settlement Agreement, and shall not be bound by any Final Approval Order.

2. To opt-out of the settlement provided for in this Settlement Agreement, a member of the Plaintiff Class must deliver a written, signed and notarized statement to the Settlement Administrator, postmarked by the applicable deadline to submit an opt-out notice (set forth in paragraph VIII(3) and (4)), that includes (i) the individual's name, (ii) the individual's address,

(iii) the individual's email address and telephone number, and (iv) a statement indicating his or her intention to opt-out, such as "I opt out of the Luna tenant settlement."

3. To opt-out of the settlement as set forth in paragraph VII(2), members of the Plaintiff Class must deliver an opt-out notice to the Settlement Administrator, postmarked not more than sixty (60) calendar days after the later of (i) the date of mailing pursuant to Paragraph IV(3) or (ii) the latest date of publication pursuant to Paragraph IV(6); provided, however, that for Former Tenants to whom a Former Tenant Notice Package is re-sent after having been returned to the Settlement Administrator as undeliverable, the opt-out notice shall be timely if it is postmarked twenty (20) calendar days after the date of the re-mailing.

4. Requests to opt-out that do not include all required information, or that are not submitted timely, shall be deemed null, void, and ineffective. The Settlement Administrator shall conclusively determine whether an opt-out is timely and effective, pursuant to the terms of this Section.

5. Any member of the Plaintiff Class who does not submit a timely and proper opt-out statement shall be deemed (i) to be a member of the Settlement Class, (ii) to have accepted the terms of this Settlement Agreement, including but not limited to the release, and (iii) to be bound by any Final Approval Order. Any Former Tenant who does not submit a timely Valid Claim Form shall not receive any portion of the Former Tenant Fund. If a member of the Plaintiff Class submits both a timely and proper opt-out form and a Valid Claim Form, whichever of the two is postmarked later shall be deemed to be controlling; provided, however, that if the member submits the documents simultaneously, the Valid Claim Form shall be deemed to be controlling.

6. The Representative Plaintiff waives her right to opt-out of the settlement provided for in this Settlement Agreement and any such opt-out statement shall be void and of no force and effect.

VIII. REPORTS OF SETTLEMENT ADMINISTRATOR.

1. Beginning on the second Friday after the Former Tenant Notice Package Packages are mailed to members of the Plaintiff Class, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a weekly written report on the submission of Former Tenant Claim Forms, opt-outs, and statements of objection, including whether any submission is valid and effective and, if not, why not. The report shall include a copy of each Former Tenant Claim Form, opt-out statement, and/or statement of objection, regardless of whether it is effective.

2. No later than five (5) business days after the final deadline to submit a response to the Former Tenant Notice Package, the Settlement Administrator shall submit a sworn declaration jointly to Class Counsel and Defendants' Counsel that: (i) identifies all members of the Settlement Class, (ii) identifies all Qualified Former Tenants, noting those that have submitted a statement of objection, (iii) identifies all members of the Plaintiff Class who submitted a timely and proper opt-out statement, (iv) identifies all members of the Plaintiff Class who submitted an ineffective Former Tenant Claim Form or opt-out statement, and (v) details the Settlement Administrator's efforts to deliver the Former Tenant Notice Package to each Former Tenant.

3. Throughout the period of claims administration, the Settlement Administrator shall provide reports to the parties hereto upon their request regarding (i) status of the mailing of the Current Tenant Notice Package, (ii) response to the Former Tenant Notice Package, (iii)

anticipated or expected distribution of the Former Tenant Fund, and (iv) any other aspect of the claims administration process.

IX. FINAL APPROVAL HEARING.

1. No later than ten (10) business days before the date on which the Court shall hold a Final Approval Hearing, Plaintiff shall file a motion for a Final Approval Order. The motion shall seek, among other things, (i) final certification of the Settlement Class for purposes of settlement only, (ii) approval of this Settlement Agreement as fair, adequate, reasonable, and binding on all members of the Settlement Class, (iii) an award to the Settlement Administrator of its fees and expenses, to be paid solely by Defendants, (iv) an order directing the Settlement Administrator to issue payments to Qualified Former Tenants out of the Former Tenant Fund, (v) an order permanently enjoining all members of the Plaintiff Class (i.e., Former Tenants only) from asserting any claim that has been released by this Settlement Agreement, and (vi) a permanent injunction, which shall be binding on Defendants and/or any purchaser or assignee of the Buildings, as follows: (A) neither Defendants nor anyone acting on behalf of Defendants will charge, collect or keep security deposits that exceed one-month's legally chargeable rent for rent stabilized apartments; (B) neither Defendants nor anyone acting on behalf of Defendants will commingle tenants' security deposits with other funds; and (C) for a period of four years or as required by law, whichever is greater, Defendants shall provide annual notices in Spanish and English to each residential tenant of the Buildings stating, at a minimum, the name and address of banking institution where the tenant's security deposit is being held in an interest-bearing account.

2. Nothing in this Settlement Agreement shall be interpreted to limit any rights, claims, causes of action, or demands of any person who is not a Former Tenant, as that

term is defined hereinabove, and it is specifically agreed and understood that the claims and rights of any Current Tenant is not waived, limited and/or impaired by this Settlement Agreement.

X. CLASS COUNSEL'S APPLICATION FOR FEES AND EXPENSES.

1. At the Final Approval Hearing, Class Counsel may seek an award of attorneys' fees and costs in the amount of no more than \$100,000.00, as agreed by the parties. The parties agree that this award of costs and fees is fair and reasonable in relation to expenses incurred and time expended on the matter.

2. Class Counsel's application for attorneys' fees and costs is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy and good faith of the settlement of this Action. The denial of Class Counsel's application for attorneys' fees and costs, or the award of an amount less than that sought by Class Counsel, shall have no consequences for the settlement and shall not be a basis to terminate this Agreement.

3. Defendants shall not oppose an application by Class Counsel for attorneys' fees and costs, provided the application complies with the terms of this Section.

4. An award of attorneys' fees and costs shall be delivered by Defendants to Class Counsel no later than ten (10) business days after notice of the Court's approval of such attorneys' fees and costs to Defendants' Counsel.

XI. NAMED PLAINTIFF'S APPLICATION FOR ENHANCEMENT AWARD.

1. In return for her services rendered to the Plaintiff Class, the Representative Plaintiff at the Final Approval Hearing may seek an enhancement award in an amount equal to no more than \$4,000.00, as agreed by the parties.

2. Plaintiff's application for an enhancement award is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy and good faith of the settlement of this Action.

3. Notwithstanding anything provided anywhere else in this Settlement Agreement, the Representative Plaintiff hereby agrees that she shall be bound by the full terms of this Settlement Agreement (including the release), and may not terminate the Settlement Agreement, object to any term of the Settlement Agreement, or opt out of the settlement provided for herein, by reason of the Court's rejection of any application for an enhancement award or the grant by the Court of an enhancement award in an amount less than \$4,000.00.

4. Defendants shall not oppose an application by the Representative Plaintiff for an enhancement award, provided the application complies with the terms of this section.

5. The enhancement award shall be delivered by Defendants to Class Counsel, on behalf of the Representative Plaintiff, no later than ten (10) business days after the Court's approval of such enhancement awards.

XII. FORMER TENANT FUND.

1. Subject to the right to terminate this Settlement Agreement pursuant to Section XV below, Defendants agree to pay the Former Tenant Fund in full and final settlement of all monetary claims for unreturned security deposits made by Former Tenants in this Action. Defendants shall deliver the Former Tenant Fund to the Settlement Administrator within ten (10) business days following the Final Effective Date.

2. Within ten (10) business days following the date Defendants fund the Former Tenant Fund, the Settlement Administrator shall calculate the payment to be made to each Qualified Former Tenant, and provide a report to Class Counsel and Defendants' Counsel of

each proposed payment, which includes the name of the Former Tenant, the Building and apartment of the Former Tenant, the approximate duration of the Former Tenant's tenancy, and the calculation of the payment to the Former Tenant.

3. If the total amount of claims to Qualified Former Tenants does not exceed \$100,000.00, payments shall be calculated as follows: each Qualified Former Tenant shall receive the full amount of their unreturned security deposit, plus nine percent interest (9%), provided, however, that no payment to any Qualified Former Tenant shall be less than \$700.00. By way of example, if a Qualified Former Tenant were entitled to unreturned security in the amount of \$1,000.00, the tenant would receive \$1,090.00.

4. If the total amount of claims to Qualified Former Tenants pursuant to this Section is calculated by the Claims Administrator to exceed \$100,000.00, payments shall be calculated as follows: each Qualified Former Tenant shall receive a portion of the \$100,000.00 based upon the percentage his or her claim accounts for as measured against the total amount of claims made by all Qualified Former Tenants. By way of example, if the total amount of qualified claims is determined to be \$125,000.00, and a Qualified Former Tenant's claim is \$1,000.00, that Qualified Former Tenant's claim would be 0.8% of the total claimed amount, and thus said former tenant would be entitled to \$800.00.

5. Class Counsel and Defendants' Counsel shall have ten (10) business days from receipt of the report to jointly identify any corrections to it. Corrections may only be made to the extent proposed payments are inconsistent with the terms of this Settlement Agreement and the Final Approval Order. The parties shall apply to the Court for resolution of any dispute concerning a correction to the report to the extent the dispute is not resolved within the ten (10) business day deadline provided for in this subsection.

6. Within five (5) business days of receipt of the list of any corrections to the proposed payments report (or within five (5) business days of the date the Court rules on any dispute over corrections, to the extent the parties cannot agree), the Settlement Administrator shall distribute settlement checks to Qualified Former Tenants. No distribution shall be made until the time to make a claim has expired for all potential Qualified Former Tenants. Settlement checks shall remain valid for one hundred eighty (180) calendar days from the date of issuance (the “Void Date”). The Void Date shall be clearly printed on the front of the checks. Settlement checks may be reissued to any Qualified Former Tenant upon request within this 180-day period, but any reissued checks shall have the same Void Date as the original settlement check. Those Qualified Former Tenants who fail to cash their settlement checks prior to the Void Date shall be deemed to have waived irrevocably any right to a portion of the Former Tenant Fund, but the terms of this Settlement Agreement, including the release, and the Final Approval Order shall remain binding upon them.

7. The amount of the Former Tenant Fund that is not paid to Former Tenants, including any portion of any settlement check that is not cashed prior to the Void Date, shall be returned to the Defendants by the Settlement Administrator within ten (10) business days of the Void Date. Provided, however, that if more than \$8,000.00 remains in the Former Tenant Fund as of the Void Date, the sum of \$8,000.00 of the Former Tenant Fund shall be contributed, as a Cy pres award, to Mobilization For Justice, 100 William Street, 6th Floor, New York, NY 10038, which the parties deem to be an appropriate recipient of such funds based on its programs and advocacy on behalf of low-income tenants in New York City. This sum shall be paid directly by the Settlement Administrator to Mobilization for Justice, with a cover letter stating that the

payment is from the unclaimed settlement funds in this lawsuit, and all counsel of record herein shall be provided with copies of said cover letter.

XIII. INTERNAL PROTOCOLS AND REPORTING.

1. To improve landlord-tenant relationships and ensure future compliance with the rent stabilization laws, General Obligations Law § 7-103(1), and the New York Penal Law, Defendants agree to the protocols set forth in this Section, which constitute material and essential terms of this Settlement Agreement.

2. Within ten (10) business days of the Final Effective Date, Defendants shall provide written instructions in Spanish and English to all superintendents and property managers that explains that they are prohibited by law from demanding and accepting Key Money. A copy of such notice shall be provided to Class Counsel.

3. For four (4) years from the Final Effective Date, Defendants shall provide a written and signed notice in Spanish and English to all prospective rent stabilized tenants that Defendants are prohibited by law from requiring a tenant to deposit more than one month's rent as security and Defendants are prohibited by law from asking for Key Money or any other payment as precondition for a prospective tenant to obtain a lease.

4. For four (4) years from the Final Effective Date, Defendants shall provide each new tenant with a notice in Spanish and English of the bank account in which their security deposit is held and a statement verifying that the security deposit is in a segregated account and not commingled with other security deposits, in compliance with the law.

5. For four (4) years from the Final Effective Date, Defendants shall provide a quarterly report to Class Counsel detailing compliance with this Section. The report shall be in the form of a written letter to Class Counsel and shall, at the very least, include (i) a

representation of compliance with the protocols outlined in this Section, (ii) attachment of sample notices and written instructions evidencing such compliance, and (iii) the signature of an authorized representative of Defendants with knowledge of such compliance.

6. The failure of Defendants to comply with any requirement of this Section is a material breach of this Settlement Agreement and shall entitle the Settlement Class to injunctive relief. Class Counsel shall provide Defendants' counsel eight days-notice of any breach via email identifying any alleged breach. In a proceeding by Plaintiffs to enforce this Section of the Settlement Agreement, Defendants shall be responsible for all of Plaintiffs' costs and reasonable attorneys' fees.

XIV. RELEASES.

1. Upon the Final Effective Date, all Former Tenants that are part of the Settlement Class shall automatically be deemed to fully release and discharge Defendants and Defendants' present and former parent companies subsidiaries, affiliates, shareholders, officers, directors, employees, independent contractors, attorneys, insurers, trustees, agents, successors and assigns (collectively "Releasees"), from any and all affirmative claims, debts, liabilities, demands, obligations, penalties, interest, guarantees, costs, expenses, attorneys' fees and costs, damages (including compensatory, punitive or liquidated damages) claims, actions or causes of action, of any kind of nature, and whether brought as individual, collective or class claims, and whether known or unknown, which (i) arose at any time from the beginning of the world up to and through the Agreement Date and (ii) concern or relate to payment of more than one month's rent as a security deposit, commingling of security deposits and failure to return security deposits in violation of the New York Rent Stabilization Code and Regulations; however, nothing in this paragraph shall constitute a release by Former Tenant of any defensive claims or claims for

setoff which concern or relate to payment of more than one month's rent as a security deposit and/or commingling of security deposits in violation of the New York Rent Stabilization Code.

2. Nothing in this Section shall constitute a release by a Former Tenant of any claims, whether affirmative or defensive, arising out of (i) Key Money or other illegal payments demanded as a precondition of signing a lease or (ii) this Settlement Agreement.

3. This Settlement Agreement is not admissible in Court as evidence of the validity of the leases and cannot be used by Defendants to defend against or argue that any of the leases of the Settlement Class were invalid.

4. This Settlement Agreement is admissible in Court to enforce its terms.

XV. TERMINATION OF SETTLEMENT AGREEMENT.

1. This Settlement Agreement may be terminated by either party if the Court rejects any material term of this Settlement Agreement or makes any material change to the terms hereof; provided, however, that (i) the due dates provided for in this Settlement Agreement are not material terms and (ii) the Court's ruling on (a) any application by Class Counsel for an award of fees and costs or (b) any application by Plaintiff for an enhance award, shall not be a basis for termination of this Settlement Agreement, regardless of the substance or nature of that ruling. Termination pursuant to this subsection may be given at any time prior to the Final Effective Date by written notice to the other parties hereto and the Court.

2. In the event that this Settlement Agreement is terminated pursuant to this Section, or the Final Effective Date does not occur for any reason, (i) Defendants shall have no obligation to make any payment of the Former Tenant Fund or otherwise make any payment to any party, a member of the Plaintiff Class, a member of the Settlement Class, Class Counsel, or otherwise and (ii) the parties hereto shall continue with the Action as of the date of this Settlement

Agreement with all rights and defenses intact as if this Settlement Agreement had never been executed or effective. Among other things, if this Settlement Agreement is terminated pursuant hereto or the Final Effective Date does not occur for any reason, (a) Plaintiff shall have the right to seek a decision on their currently pending motion for class certification and (b) the parties generally shall have the right to litigate the merits of the claims asserted in the Action, including but not limited to class certification, liability, damages and injunctive relief.

3. The parties hereto shall advise the Court of any termination, and shall apply to the Court to have a single approved notice mailed to members of the Plaintiff Class advising them of the termination. If approved by the Court, the Settlement Administrator shall provide the Court-approved notice to members of the Plaintiff Class that a Final Approval Order was not issued and that, as a result, no payments shall be made to Former Tenants under the Settlement Agreement. This Notice shall be mailed by the Settlement Administrator via First Class United States Mail.

4. If the Final Effective Date does not occur for any reason, the Defendants shall nevertheless bear the entire fees and expenses of the Settlement Administrator.

XVI. AUTHORITY.

The signatories represent that they are fully authorized to enter into this Settlement Agreement and bind the parties hereto to its terms and conditions.

XVII. MUTUAL FULL COOPERATION.

1. The parties hereto agree to fully cooperate with each other to accomplish the terms of the Settlement Agreement, including but not limited to, execution of such documents as may be reasonably necessary to implement the terms of this Settlement Agreement. The parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the

Court, or otherwise, to effectuate this Settlement Agreement. As soon as practicable after the execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendants' Counsel, take all necessary steps to secure the Court's final approval of this Settlement Agreement.

2. Defendants understand that in the course of applying for settlement approval, Plaintiff may be required to submit sufficient evidence to support the fairness of the proposed settlement terms. Defendants affirmatively agree to assist and support Plaintiffs in providing such evidence and, if required by Plaintiff, shall provide declaration(s) or other admissible evidence reflecting class size, and rent and security deposit information for Former Tenants, and Defendants' payments and practices with respect to Current Tenants.

3. The parties hereto agree that neither they nor their counsel shall solicit or otherwise encourage, directly or indirectly, Plaintiff Class members to opt-out of the settlement, object to this Settlement Agreement, or appeal any Final Approval Order or final judgment.

XVIII. NOTICES.

All notices or other communications that any party desires or is required to give under this Settlement Agreement shall be given in writing and shall be sent by email, hand-delivery or reputable express courier to the other party at the addresses noted below or such other addresses as a party may designate for itself in writing from time to time. Notice shall be deemed given when sent.

To Plaintiffs:

Marc A. Rapaport, Esq.
Rapaport Law Firm, PLLC
One Penn Plaza, Suite 2430
New York, New York 10119
Tel. (212) 382-1600

mrpaport@rapaportlaw.com

With copy to:
Meredith R. Miller, Esq.
Miller Law, PLLC
167 Madison Avenue, Suite 503
New York, New York 10016
Tel. (347) 878-2587
meredith@millerlaw.nyc

To Defendants:

Arun Perinsbaekar, Esq.
Sidrane Schwartz-Sidrane, Perinbasekar & Littman, LLP
119 N. Park Ave #201
Rockville Center, NY 11570
Tel. (516) 569-9539
arun@sidranelaw.com

XIX. CONSTRUCTION AND INTERPRETATION; GOVERNING LAW.

1. The parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's length negotiations between the parties and that this Settlement Agreement shall not be construed in favor of or against either of the parties by reason of their participation in the drafting of this Settlement Agreement.

2. Paragraph titles are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its provisions.

3. This Agreement shall be subject to and governed by the laws of the State of New York. The parties acknowledge that they are subject to the continuing jurisdiction of the Court to enforce the terms of the Settlement Agreement and the settlement contained herein.

XX. MODIFICATION.

This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by counsel for the parties hereto and approved by the Court.

XXI. INTEGRATION.

This Settlement Agreement contains the entire agreement between the parties hereto relating to any and all matters addressed in this Settlement Agreement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party hereto or such party's legal counsel, with respect to such matters are extinguished.

XXIII. EFFECTIVENESS; BINDING ON ASSIGNS.

1. This Settlement Agreement shall be effective when it is signed by all signatories below, including Class Counsel and Defendants' Counsel.
2. The Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

XXIV. COUNTERPARTS.

This Settlement Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement which shall be binding upon and effective as to all parties hereto. Copies of the executed agreement shall be effective for all purposes as though the signatures contained therein were original signatures.

IT IS SO AGREED.

REPRESENTATIVE PLAINTIFF FOR

FORMER TENANTS:

DATED 9/21, 2019

By: [Signature]
STACEY SANCHEZ
REPRESENTATIVE PLAINTIFF

DEFENDANTS:

DATED 9/9, 2019

By: [Signature]

SKYC MANAGEMENT LLC a/k/a
GREISMAN MANAGEMENT and a/k/a B.
GREISMAN REALTY, 161 HOLDING LTD,
POST LLC, ABBY ASSOCIATES, 2275
HOLDING LTD, 22 HOLDING CORP.,
CHAMA HOLDING CORP., 346 HOLDING
CORP., STEB REALTY CORP., 674
HOLDING LTD, 666 HOLDING LLC, 116
WEST CORP., DBPB HOLDING CORP.,
HELBOR REALTY CORP., BRAGREIS
REALTY CORP. GLEASON LLC, 2246
HOLDING CORP., 2188 REALTY LTD and
HEIGHTS REALTY CO. LLC,

Approved as to Form:

CLASS COUNSEL:

DATED 9/21, 2019

Rapaport Law Firm, PLLC

By: [Signature]
Marc A. Rapaport, Esq.
Attorneys for Class Representatives and
Plaintiff Class

DATED 9/23/2019, 2019

Miller Law, PLLC

By: [Signature]
Meredith R. Miller, Esq.
Attorneys for Class Representatives and
Plaintiff Class

Approved as to Form:

DEFENDANTS' COUNSEL:

DATED 10/2, 2019

Sidrane & Schwartz-Sidrane, LLP

By: 

Arun Perinbasekar, Esq.
Attorneys for Defendants

[Exhibit A]

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

-----X

ENRIQUETA LUNA, DESMOND HILL,
JOSE L.S. GARCIA and STACEY SANCHEZ
individually, and on behalf of all others
similarly situated,

Index No: 151905/2017

Plaintiffs,

SKYC MANAGEMENT LLC a/k/a GREISMAN
MANAGEMENT and a/k/a B. GREISMAN
REALTY, 161 HOLDING LTD, POST LLC, ABBY
ASSOCIATES, 2275 HOLDING LTD, 22 HOLDING
CORP., CHAMA HOLDING CORP., 346 HOLDING
CORP., STEB REALTY CORP., 674 HOLDING
LTD, 666 HOLDING LLC, 116 WEST CORP.,
DBPB HOLDING CORP., HELBOR REALTY
CORP., BRAGREIS REALTY CORP., S&S GROUP
HOLDINGS, LLC, BRONX RIVER ASSOC. LLC,
WALTON AVENUE REALTY ASSOC LLC,
TOWNSEND AVENUE REALTY LLC, 1820
HOLDING LTD., HENNESSY REALTY LLC,
GLEASON LLC, 2246 HOLDING CORP., 2188
REALTY LTD, 2195 GRAND CONCOURSE
REALTY LLC; 2472 WEBSTER REALTY LLC,
2281-85 REALTY LLC, 2395-97 REALTY LLC,
UNIVERSITY REALTY HOLDINGS LLC, 2522
REALTY LLC, and HEIGHTS REALTY CO. LLC.

Defendants.

-----X

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

TO: Any individual who was, at any time from February 27, 2013 through January 18, 2018,
but is no longer, a rent-stabilized residential tenant in one of the buildings listed in the
attached Schedule.

DATED: _____, 2019

PLEASE READ THIS NOTICE CAREFULLY

This notice relates to a proposed settlement of a class action litigation. It has been authorized by a New York State court. It contains information about your right to participate in the settlement, make a claim for payment, or elect not to be included in the class.

INTRODUCTION

Stacey Sanchez, a former tenant at Defendants building at 3604 Olinville Ave, Bronx, New York, with other plaintiffs who are current tenants of Defendants, filed this case in the New York State Supreme Court, New York County. The lawsuit is known *Luna, et al. v. SKYC Management LLC, et al.* Ms. Sanchez is called the plaintiff and the real estate companies that, collectively, own and operate the buildings listed in the attached Schedule, are called the defendants. Plaintiff alleges that, among other things, defendants failed to return former tenant's security deposits when they vacated their apartments.

The plaintiff and defendants have agreed to settle the action, subject to the approval of the Court and certain conditions set forth in the settlement agreement between the parties that gives rise to this settlement. The defendants have defended and vigorously contested the claims in this action. The defendants deny all material allegations in this action, have asserted numerous defenses and further maintain that it has consistently acted in accordance with governing law at all times. The defendants, while denying wrongdoing of any kind whatsoever, and without admitting liability, nevertheless have elected to settle the action to avoid the expense, inconvenience and distraction of litigation. The Court has not decided who is right and who is wrong or even whether this case could, in the absence of this settlement, proceed as a class action.

Your legal rights may be affected by this settlement. Those rights are summarized below.

YOUR LEGAL RIGHTS IN THIS SETTLEMENT

YOU MAY PARTICIPATE IN THE SETTLEMENT	As described more fully in Section ____ below, to participate in the settlement, you must send a properly completed Claim Form to the settlement administrator, post-marked by _____, 2019. If you fail to submit a proper and timely Claim Form, you will receive no monetary distribution in settlement. (The settlement administrator is a third-party company that has been retained by counsel to assist with the administration of this settlement).
YOU MAY OBJECT TO THE SETTLEMENT	You may object to the settlement if you believe any part of it is unfair or unreasonable. To object, you must (i) participate in the settlement and (ii) submit a written statement to the settlement administrator, following the direction outlined in Section _____. Regardless of whether the Court accepts or rejects your objection, objectors will still be bound by the terms of the settlement and will receive a settlement payment if they have submitted a valid claim

	form.
YOU MAY EXCLUDE YOURSELF FROM THE SETTLEMENT	<p>If you wish to exclude yourself from the lawsuit (called “opting out”) you must follow the directions outlined in Section __ below.</p> <p>You will not receive any payment in this settlement if you exclude yourself.</p>

ADDITIONAL DETAILS ABOUT THIS NOTICE AND THE SETTLEMENT

1. Why did I receive this Notice?

You received this notice because Defendants’ records show that, at any time from February 27, 2013 January 18, 2018 you were, but are no longer, a rent-stabilized residential tenant in one of Defendants’ buildings listed in the attached Schedule.

2. What is a Class Action?

A class action is a lawsuit where one or more persons sue not only for themselves, but also for other people who have similar claims. These other people are known as Class Members. In a class action, one court resolves the issues for all Class Members, except for those who exclude themselves (opt out) from the settlement. Justice Sherry Klein Heitler, New York State Supreme Court, New York County, is the Judge presiding over this class action.

3. Why is there a Settlement?

Two separate counsel for the class have extensively analyzed and evaluated the merits of the claims made against the defendants in this action. Class counsel and the defendants also exchanged documents of both plaintiff and defendants.

Based upon this analysis and exchange of information, and the substantial risks of continued litigation, including the possibility that the litigation, if not settled now, might not result in any recovery whatsoever, or might result in a recovery that is less favorable and that would not occur for several years, both class counsel are satisfied that the terms and conditions of the settlement are fair, reasonable and adequate and that the settlement is in the best interest of the plaintiff and the other Class Members, such as yourself.

4. How Much Will I Receive if I Participate in the Settlement?

If you fill out a valid claim form, as determined by the settlement administrator, the defendants may pay up to the amount of unreturned your security deposit, plus 9%. The defendants have established a settlement fund equal to One Hundred Thousand Dollars (\$100,000) out of which to make these payments to Class Members that participate in the settlement.

5. Payment to the Class Representative.

The terms of the settlement propose that Ms. Sanchez may receive a service payment, not to exceed \$4,000.00, for taking a leading role in this litigation and for the time and effort she devoted to the litigation on behalf of Class Members. The Court must approve this payment in advance. If approved, the payment will not be paid out of the settlement fund, but would be a payment made to Ms. Sanchez in addition to any of the proceeds she receives from the settlement fund.

6. How Do I Participate in the Settlement?

You must complete the enclosed Claim Form and submit it to the settlement administrator, following the instructions provided on the form, to participate in the settlement and receive a distribution from the settlement fund. The Claim Form must be personally filled out by the individual who seeks to participate in the settlement or someone with a legal right to act on his or her behalf and must be signed before a notary public.

The Claim Form must be mailed to the settlement administrator, post-marked on or before _____ (the "Deadline"). The address for the settlement administrator is given in Section ____ below.

You will not be eligible to receive any payment in this settlement if you do not submit a signed and timely Claim Form to the settlement administrator.

You should keep in mind that if you do not exclude yourself from the settlement but also do not submit a proper and timely Claim Form, you will not receive a distribution from the settlement fund, but you will still be bound by the terms of the settlement, including the release of Defendants. The release is described in Section ____ below.

Payments from the settlement fund will be made by the settlement administrator if and when the settlement is finally approved by the Court and any appeals are fully resolved.

7. The Release.

This action will be dismissed with prejudice if the Court grants final approval to the settlement. Class Members who do not exclude themselves from the settlement will be deemed to release and discharge any affirmative claims that concern or relate to payment of more than one month's legally chargeable rent as a security deposit for rent stabilized tenants, commingling of security deposits and failure to return security deposits in violation of the New York Rent Stabilization Code and Regulations. However, the settlement does not release and discharge any Class Member's defensive claims or claims for setoff which concern or relate to failure to return a security deposit, payment of more than one month's rent as a security deposit and/or commingling of security deposits in violation of the New York Rent Stabilization Code. If you do not exclude yourself from this settlement, the release and all of the Court's orders regarding this settlement will apply to you and legally bind you.

8. How Do I Object to the Settlement?

You may object to the settlement if you don't like any part of it. If you object, you must give your reasons why you think the Court should not approve the settlement. If the Court rejects your objection, you will still be bound by the terms of the settlement, including the release, and will receive a payment from the settlement fund. (If you want to preserve your claims against the defendants, you must exclude yourself from the settlement).

To object, you must send the settlement administrator, postmarked by the Deadline, both (i) a Claim Form, properly and fully filled out, signed, and notarized, and (ii) a separate written, signed and notarized statement that you will object to the settlement. Your statement of objection must include (a) all reasons for the objection, (b) documentation supporting your objection, and (c) your name, address, email address, and telephone number. Your objection may not be heard if it is late or incomplete.

As a supplement to your written objection, you may present your objection in person at the Court's final hearing on the settlement. You must state your intention to speak at the hearing in your written objection to do so. You may not be permitted to speak at the final hearing if you do not submit both a complete and timely Claim Form and complete a timely written objection that includes a statement that you intend to speak at the hearing.

Your written objection should be as detailed as possible. The Court may preclude you from presenting any reasons for your objection that you did not describe in your written objection.

You may not object to the settlement if you exclude yourself from the settlement. You also may not object if you fail to submit a proper and timely Claim Form.

9. When and Where Will the Court Hold the Final Hearing?

The Court will hold a final hearing on _____, at _____ a.m./p.m. in courtroom _____, 60 Centre Street, New York, New York 10007. You do not have to come to the hearing, but you are welcome to do so at your own expense.

The Court at the final hearing will consider whether the terms of the settlement are fair, reasonable, and adequate. The Court also will hear objections, listen to people who have asked to speak at the hearing, decide how much to pay class counsel and the settlement administrator, and decide whether to award a service payment to the plaintiff.

It is not necessary for you to come to the final hearing, even if you have submitted any objection, although you may do so at your own expense or pay your own lawyer to attend. As long as you submit a proper and timely written objection, the Court will consider it.

Even if you attend the final hearing, it is possible that you will not be permitted to speak unless you submit a proper and timely objection that includes a statement that you intend to appear at the hearing.

The Court will decide whether to approve the settlement at some point after the hearing is over. We do not know how long that decision will take.

10. How Do I Exclude Myself from the Settlement?

You must exclude yourself from the settlement if you wish to keep the right to sue the defendants on your own for the claims released by this settlement.

To exclude yourself, you must mail a written, signed and notarized statement to the settlement administrator, postmarked by the Deadline, that includes (i) your name, (ii) your address, (iii) your email address and telephone number, (iv) a statement that you exclude yourself from the settlement, such as “I opt out of the Luna wage and hour settlement.”

Do not submit a Claim Form if you intend to exclude yourself.

You will not be allowed to object to the settlement if you exclude yourself.

If you have a pending lawsuit against Defendants, speak to your lawyer in that case immediately to see if this settlement will affect your other case. Remember, the exclusion Deadline is _____.

11. Can I Get Money from this Settlement if I Exclude Myself?

No. You will not receive any money from this settlement if you exclude yourself.

12. What if I Do Nothing?

If you do nothing, you will be bound by the settlement, including the release, but will not receive any money in the settlement.

13. Do I Have a Lawyer in this Case?

The law firms of Rapaport Law Firm, PLLC, One Penn Plaza, 250 West 34th Street, Suite 2430, New York, New York 10119, (212) 382-1600 and Miller Law, PLLC, 167 Madison Avenue, Suite 503, New York, New York 10016, (347) 878-2587, are legal counsel to you and the other Class Members in this case. These lawyers are called class counsel. You will not be charged separately for these lawyers. Pursuant to the settlement, their fees will be paid by Defendants, and must be approved by the Court in advance. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How Will the Lawyers be Paid?

The class counsel will ask the Court to approve a payment of attorneys’ fees and out-of-pocket litigation expenses, up to \$100,000. This amount would pay class counsel for all of the work they have performed in this action, including filing briefs, engaging in settlement negotiations, attending court conferences, case research, investigating facts, and drafting and

overseeing this settlement. Class counsel have worked on this lawsuit for over two years but have not yet received any payment for that work.

Any payment to class counsel approved by the Court would not be made out of the settlement fund for Class Members and would not affect the availability of funds for distribution to Class Members who submit proper and timely Claim Forms.

15. What is the Address and Telephone of the Settlement Administrator?

The address for the settlement administrator is:

[ADDRESS TO COME]
Re: Luna Class Settlement

The telephone number for the settlement administrator is:

[TO COME]

16. How Can I Learn More about the Details of this Settlement?

This notice summarizes the settlement. More details are contained in the settlement agreement signed by the plaintiff and the defendants. You can obtain a copy of the settlement agreement by writing or calling Marc A. Rapaport of Rapaport Law Firm, PLLC. Mr Rapaport is one of the class counsel. Mr. Rapaport's telephone number is (212) 382-1600 and his address is:

Marc A. Rapaport
Rapaport Law Firm, PLLC
One Penn Plaza
250 West 34th Street, Suite 2430
New York, New York 10119
Website: www.rapaportlaw.com

SCHEDULE OF BUILDINGS

71 Post Avenue, Manhattan, New York
157 W 228th Street, Manhattan, New York
163 East 178th Street, Bronx, New York
321 Edgecombe Avenue, Manhattan, New York
381 Edgecombe Avenue, Manhattan, New York
385 Edgecombe Avenue, Manhattan, New York
393 Edgecombe Avenue, Manhattan, New York
346 East 9th Street, Manhattan, New York
544-50 Academy Street, Manhattan, New York
601 W. 192nd Street, Manhattan, New York
657 W. 161st Street, Manhattan, New York
667 W. 161st Street, Manhattan, New York
671 W. 162nd Street, Manhattan, New York
674 W. 161st Street, Manhattan, New York
666 East 224th Street, Bronx, New York
901 East 217th Street, Bronx, New York
955 Walton Avenue, Bronx, New York
1152 Sheridan Avenue, Bronx, New York
1153-55 Grand Concourse Bronx, New York
1174 Sheridan Avenue, Bronx, New York
1204 Shakespeare Avenue, Bronx, New York
1214 Shakespeare Avenue, Bronx, New York
1551 Sheridan Avenue, Bronx New York
1820 Morris Avenue, Bronx, New York
2003-05-09 Gleason Avenue, Bronx, New York
2005 Grand Avenue, Bronx, New York
2188 Creston Avenue, Bronx, New York
2246 Grand Concourse, Bronx, New York
2815 Grand Concourse, Bronx, New York
3604 Olinville Avenue, Bronx, New York

[Exhibit B]

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

-----X
ENRIQUETA LUNA, DESMOND HILL,
JOSE L.S. GARCIA and STACEY SANCHEZ
individually, and on behalf of all others
similarly situated,

Index No: 151905/2017

Plaintiffs,

SKYC MANAGEMENT LLC a/k/a GREISMAN
MANAGEMENT and a/k/a B. GREISMAN
REALTY, 161 HOLDING LTD, POST LLC, ABBY
ASSOCIATES, 2275 HOLDING LTD, 22 HOLDING
CORP., CHAMA HOLDING CORP., 346 HOLDING
CORP., STEB REALTY CORP., 674 HOLDING
LTD, 666 HOLDING LLC, 116 WEST CORP.,
DBPB HOLDING CORP., HELBOR REALTY
CORP., BRAGREIS REALTY CORP., S&S GROUP
HOLDINGS, LLC, BRONX RIVER ASSOC. LLC,
WALTON AVENUE REALTY ASSOC LLC,
TOWNSEND AVENUE REALTY LLC, 1820
HOLDING LTD., HENNESSY REALTY LLC,
GLEASON LLC, 2246 HOLDING CORP., 2188
REALTY LTD, 2195 GRAND CONCOURSE
REALTY LLC; 2472 WEBSTER REALTY LLC,
2281-85 REALTY LLC, 2395-97 REALTY LLC,
UNIVERSITY REALTY HOLDINGS LLC, 2522
REALTY LLC, and HEIGHTS REALTY CO. LLC.

Defendants.

-----X
CLAIM FORM

Instructions

In order to receive a distribution from the settlement fund described in the Notice of Proposed Class Action Settlement ("Notice"), you must sign date and return this Claim Form to the settlement administrator by first class mail, postmarked on or before [the Deadline].

A self-addressed, stamped envelope has been included for your use.

The address of the settlement administrator is:
[ADDRESS TO COME]

Re: Luna Class Settlement

The telephone number for the settlement administrator is:
[TO COME]

It is your responsibility to keep a current address on file with the settlement administrator. Please make sure to notify the settlement administrator of any change of address.

This form must be signed, notarized and returned to the settlement administrator by [the Deadline].

Name: _____
Address: _____
City, State, Zip Code: _____
Email: _____
Telephone: _____

I would like to participate in the settlement of this action. I affirm that (i) I was a tenant of Defendants at _____ [address of building and apartment unit number] at some time between February 27, 2013 and January 18, 2018, (ii) I am no longer a tenant of Defendants, (iii) I paid Defendants \$ _____ as a security deposit for the Apartment (the "Deposit") (if you do not remember the amount of your security deposit payment, state "Not Known", in which case you will receive the minimum amount payable to be calculated the claims administrator) and (iv) when I vacated the Apartment, Defendants returned \$ _____ of that Deposit (enter the amount of the Deposit that was returned to you and, if none, state "zero").

I understand that by signing below I will be deemed to release and discharge Defendants and affiliated entities and individuals from certain affirmative claims relating to security deposits under the rent stabilization laws in New York, pursuant to and in accordance with a final order of a New York State court approving the settlement agreement, dated as of _____, 2019, between Stacey Sanchez, on behalf of herself and the class, and Defendants.

I declare under penalty of perjury that the above information is correct.

Date

Signature

Sworn to me this ____ day of _____ 20__

Notary Public

[Exhibit C]

If you were a tenant at one of the buildings in Manhattan or the Bronx listed below between at any time between February 27, 2013 and January 18, 2018, and the landlord did not return your security deposit, you may be entitled to some or all of the unreturned deposit as part of a class action settlement. For more information, call [Settlement Administrator] at [Telephone number] or visit www._____.com.

71 Post Avenue, Manhattan, New York
157 W 228th Street, Manhattan, New York
163 East 178th Street, Bronx, New York
321 Edgecombe Avenue, Manhattan, New York
381 Edgecombe Avenue, Manhattan, New York
385 Edgecombe Avenue, Manhattan, New York
393 Edgecombe Avenue, Manhattan, New York
346 East 9th Street, Manhattan, New York
544-50 Academy Street, Manhattan, New York
601 W. 192nd Street, Manhattan, New York
657 W. 161st Street, Manhattan, New York
667 W. 161st Street, Manhattan, New York
671 W. 162nd Street, Manhattan, New York
674 W. 161st Street, Manhattan, New York
666 East 224th Street, Bronx, New York
901 East 217th Street, Bronx, New York
955 Walton Avenue, Bronx, New York
1152 Sheridan Avenue, Bronx, New York
1153-55 Grand Concourse Bronx, New York
1174 Sheridan Avenue, Bronx, New York
1204 Shakespeare Avenue, Bronx, New York
1214 Shakespeare Avenue, Bronx, New York
1551 Sheridan Avenue, Bronx New York
1820 Morris Avenue, Bronx, New York
2003-05-09 Gleason Avenue, Bronx, New York
2005 Grand Avenue, Bronx, New York
2188 Creston Avenue, Bronx, New York
2246 Grand Concourse, Bronx, New York
2815 Grand Concourse, Bronx, New York
3604 Olinville Avenue, Bronx, New York