SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK
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ENRIQUETA LUNA, DESMOND HILL,
JOSE L.S. GARCIA and STACEY SANCHEZ
individually, and on behalf of all others
similarly situated,

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.

Index No. 151905/2017

Defendants.
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ORDER GRANTING PRELIMINARY APPROVAL OF A CLASS ACTION SETTLEMENT

WHEREAS, Plaintiff Stacey Sanchez ("Plaintiff"), a former tenant of Defendants, has entered into a settlement agreement proposing a class-wide resolution of this action for Former Tenants of Defendants (the "Settlement Agreement"); and

WHEREAS, this Court has reviewed the Settlement Agreement; and

WHEREAS, the Settlement Agreement, in sum, has four key conditions to effectiveness: (i) preliminary approval of the Settlement Agreement by this Court, (ii) conditional certification of a settlement class by this Court, (iii) the opportunity for members of the class to opt-out or object to the Settlement Agreement, and (iv) final approval by this Court of the Settlement Agreement, following review of any objections by members of the class; and

NOW, THEREFORE, upon review of the Settlement Agreement and the procedural and substantive proceedings in this action to date, the Court hereby orders as follows:

PRELIMINARY APPROVAL OF THIS SETTLEMENT

1. The terms of the Settlement Agreement are hereby preliminarily approved. The Settlement Agreement is reasonable and is the result of extensive, arm's length negotiations, the Settlement Agreement has no obvious deficiencies, and notice to the class is appropriate.

CONDITIONAL CERTIFICATION OF THE PROPOSED SETTLEMENT CLASS

2. The Court provisionally certifies the following class (the "Plaintiff Class") under Article 9 of the CPLR for settlement purposes only (defined terms that are not defined in this Order are used as defined in the Settlement Agreement): All Former Tenants, defined as persons who were residential tenants of the Buildings at any time between February 27, 2013 and January 18, 2018. The class does not include Current Tenants and the Settlement Agreement does not affect the rights of Current Tenants.

3. The object of the settlement is to avoid a determination of contested issues. The parties dispute the merits of the case and whether this case could proceed as a class action. The Court determines for the purposes of settlement only that the Plaintiff meets all of the requirements for class certification under CPLR 901 and 902. This determination is without prejudice to the right of the Defendants to oppose any motion for class certification, and to

contest the Plaintiff's claims, should the terms of the Settlement Agreement not be finally approved in an order of this Court that is final, binding, and non-appealable, regardless of the reason.

APPOINTMENT OF PLAINTIFF'S COUNSEL AS CLASS COUNSEL

4. The Court appoints Rapaport Law Firm, PLLC and Miller Law, PLLC as Class Counsel. They have performed substantial work to date in litigating this action on behalf of the Plaintiff and the putative class and are well-versed in the legal and factual matters at issue in this action.

CLASS NOTICE

5. The Court approves the proposed Class Notice and Claim Form, attached as exhibits to the Settlement Agreement (collectively, the "Former Tenant Notice Package"), and directs distribution thereof.

6. CPLR 908 requires that "[n]otice of the proposed... compromise [of a class action] shall be given to all members of the class in such manner as the court directs."

7. The content of the Former Tenant Notice Package fully complies with due process and CPLR 908. The Former Tenant Notice Package adequately puts the class members on notice of the proposed settlement, describes the terms of the Settlement Agreement, and explains the rights and obligations of the members of the class under those terms. The Court directs the Former Tenant Notice Package be distributed to the members of the class in accordance with this Order and the terms of the Settlement Agreement.

CLASS ACTION SETTLEMENT PROCEDURE

8. The Court hereby adopts the following settlement procedures:

a. Within ten business days of entry of this Order, the Parties shall jointly provide the Settlement Administrator with the Former Tenant Notice Package as approved by this Court in both Spanish and English. In the same period, 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.

b. The Settlement Administrator shall, within in fifteen calendar days of receiving the Former Tenant Notice Package, (i) verify the accuracy of the addresses of each member of the Plaintiff Class and (ii) the mail the Former Tenant Notice Package in English and Spanish, together with a self-addressed stamped envelope, to each member of the Plaintiff Class by first class mail. For any Former Tenant Notice Package that is returned as undeliverable within thirty calendar days of mailing, the Settlement Administrator shall, within five calendar days of receipt of the returned envelope, attempt to obtain an updated address, including through skip tracing and re-mail the Former Tenant Notice Package accordingly.

c. In addition, within fifteen business days of this Order, the Settlement Administrator shall publish a full-page notice in Spanish, in substantially the same format as set forth as an Exhibit to the Settlement Agreement, two times per wee for six consecutive weeks in *El Diario* newspaper in editions that are distributed, at a minimum, in all boroughs of the City of New York.

d. Members of the Plaintiff Class shall have sixty calendar days from the date of the mailing of the Former Tenant Notice Package to submit a Claim Form, opt out of the terms of the Settlement Agreement, or object to the terms of the Settlement Agreement. Members who were re-mailed a Former Tenant Notice Package after their initial mailing was returned to the Settlement Administrator as undeliverable will have thirty calendar days from the date of re-mailing to either submit a Claim Form, opt out of the terms of the Settlement Agreement, or object to the terms of the Settlement Agreement. The date of submission of a Claim Form, opt-out notice, or objection shall be determined by the postmark on the envelope or, if there is no legible postmark, by the date of receipt by the Settlement Administrator.

e. The Final Approval Hearing shall be held on Feb 24 2020, at 10:00 a.m./p.m. The Plaintiff shall file a motion or letter request for a Final Approval Order no later than ten business days before the date of the Final Approval Hearing.

f. Except as otherwise provided in this Order, the parties shall abide by the terms of the Settlement Agreement.

SO ORDERED

HON. SHERRY KLEIN HEITLER

SO ORDERED

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