

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

THE CITY OF NEW YORK,

Plaintiff,

-against-

KEYSTONE MANAGEMENT INC., HIGHPOINT ASSOCIATES XII, LLC, SERENO PARTNERS, LLC, DANIEL OHEBSHALOM A.K.A. DANIEL SHALOM, RICHARD LAGANA, THE LAND AND BUILDING KNOWN AS 410 WEST 46TH STREET, BLOCK 1055, LOT 40, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 412 WEST 46TH STREET, BLOCK 1055, LOT 41, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 452 WEST 36TH STREET, BLOCK 733, LOT 65, COUNTY, CITY AND STATE OF NEW YORK, AND "JOHN DOE" AND "JANE DOE," numbers 1 through 10, fictitiously named parties, true names unknown, the parties intended being the managers or operators of the business being carried on by defendants, and any person claiming any right, title or interest in the real property which is the subject of this action,

Defendants.

Index No.: 451285/2019
IAS Part 55

Assigned to:
Hon. James E. d'Auguste, J.S.C.

STIPULATION OF SETTLEMENT AMONG THE CITY OF NEW YORK AND ALL DEFENDANTS TO BE SO ORDERED

WHEREAS, plaintiff THE CITY OF NEW YORK (hereinafter, the "City") commenced this action (the "Nuisance Abatement Action") on August 13, 2019, seeking to halt the alleged illegal transient use and occupancy (stays of less than thirty consecutive days), as well as conduct and omissions constituting acts of tenant harassment, at the real properties located at 410 WEST 46TH STREET, BLOCK 1055, LOT 40; 412 WEST 46TH STREET, BLOCK 1055, LOT 41; and 452 WEST 36TH STREET, BLOCK 733, LOT 65, all in the County, City, and State of New York (collectively, the "Subject Buildings"), and owned by co-defendants HIGHPOINT ASSOCIATES XII, LLC ("HIGHPOINT") and SERENO PARTNERS LLC ("SERENO"), operated by defendant DANIEL OHEBSHALOM a/k/a DANIEL SHALOM ("OHEBSHALOM"), as principal of

HIGHPOINT and SERENO (“Owner Entities”), and managed by co-defendants KEYSTONE MANAGEMENT INC. (“KEYSTONE”) and RICHARD LAGANA (“LAGANA”) (“Management Entities”) (hereinafter the Subject Buildings, the Owner Entities, and Management Entities are collectively referred to as “Defendants”), on the basis that each such building is a Class “A” multiple dwelling under the Multiple Dwelling Law (“MDL”) which only permits permanent residence by the same person or family for thirty consecutive days or more pursuant to the MDL Section 4(8) and the New York City Housing Maintenance Code (“Housing Maintenance Code” or “HMC”) Section 27-2004(8)(a) and, furthermore, on the additional basis that acts or omissions constituting tenant harassment as defined by HMC Section 27-2004(a)(48) are prohibited by the NYC Administrative Code (“Admin. Code”); and

WHEREAS, Defendants deny all the allegations against them including, but not limited to, allegations that they, their principals, agents, property managers, employees, and/or authorized representatives, advertised, booked, made reservations for, rented, permitted, conducted, maintained, and/or operated, a dwelling unit or units, or an establishment, located in the Subject Buildings for transient residential rentals or occupancies of less than 30 consecutive days, and further deny allegations that they engaged in acts constituting tenant harassment at the Subject Buildings, and without admitting any wrongdoing or liability whatsoever have evinced their desire to resolve the issues existing between them and the City relevant to this action without further protracted and costly litigation; and

WHEREAS, Defendants acknowledge the City’s concerns about their responsibilities and duties as owners, managers and operators to prevent illegal short-term rentals from occurring in the Subject Buildings and within the City of New York, as well as their responsibilities and duties to refrain from engaging in or permitting acts constituting tenant harassment; and

WHEREAS, in order to avoid the risk, delay and expense of litigation, and to facilitate the Defendants' efforts to continue maintaining the Subject Buildings in a safe and code compliant manner, and to ensure the Subject Buildings are used and occupied in compliance with applicable laws and regulations, Defendants and the City (collectively, the "Settling Parties"), by their respective counsel, having mutually agreed upon a basis for the settlement of the matters alleged in the City's Verified Complaint, hereby agree to this Stipulation of Settlement without the need for trial or adjudication of any issue of law or fact; and

THEREFORE, it is hereby STIPULATED, ORDERED, ADJUDGED, and DECREED as follows:

I. JURISDICTION

1. This Court has jurisdiction of the subject matter of this action and of each of the Settling Parties, and shall retain jurisdiction over all provisions of this Stipulation of Settlement, and over any and all disputes of any kind relating in any way to, or arising in any way out of, this Stipulation of Settlement. This Court shall retain jurisdiction over this matter for the purpose of effectuating such relief as necessary to carry out and effectuate the terms hereof.

II. APPEARANCE BY DEFENDANTS

2. Defendants appear by their attorney, Simon Reiff, Esq., of Harwood Reiff LLC, New York, NY, who represents that he is fully authorized to enter into this Stipulation of Settlement on behalf of Defendants.

III. DEFINITIONS

3. For purposes of this Stipulation of Settlement, the following terms shall have the following meanings:

a. “Advertisement” shall mean all labels, promotional materials, statements, visual descriptions, or other representations of any kind disseminated in print, orally or electronically by or on behalf of the Defendants to consumers, including, but not limited to, mailings, postcards, signs, banners, billboards, newspaper print advertisements, telephone solicitations, television advertisements, radio advertisements, and internet advertisements, whether targeting United States or foreign markets.

b. “Advertise” and “advertising” shall mean the publication or placement of an Advertisement.

c. “Applicable Law” shall include, but not be limited to the MDL, the New York City Building Code, the New York City Fire Code, the HMC, the New York City Consumer Protection Law, the Nuisance Abatement Law (“NAL”), the New York City Zoning Resolution, and all other applicable laws and regulations of the State and the City of New York, as the same may be amended, revoked, or changed from time to time, with respect to the operation and maintenance of multiple dwellings.

d. “Effective Date” shall mean the date this Stipulation of Settlement is “So Ordered” by the Court.

e. “Subject Buildings” shall mean the *in rem* defendant building in this action, known as: 410 WEST 46th STREET, BLOCK 1055, LOT 40, New York, New York; 412 WEST 46th STREET, BLOCK 1055, LOT 41, New York, New York; and 452 WEST 36th STREET, BLOCK 733, LOT 65, New York, New York.

f. “Thirty-day Business” shall mean a business operation in which permanent residential dwelling units in New York City are advertised, booked, rented or otherwise made available and maintained for occupancy periods of 30 days or more.

g. “Transient Business” shall mean a business operation in which dwelling units in New York City are advertised, booked, rented or otherwise made available and maintained for occupancy periods of less than 30 consecutive days, but shall be deemed to exclude the business operations in buildings that contain or operate lawful Transient Businesses.

IV. BINDING EFFECT OF THIS STIPULATION OF SETTLEMENT

4. This Settlement shall be binding on the Parties hereto and their respective successors, heirs, and assigns; and, specifically with respect to co-defendant Owner Entities SERENO and HIGHPOINT, all purchasers, heirs, assigns, grantees, lessees, or any successors in interest assuming or taking an interest in any one of the Subject Buildings, or any Thirty-day Business or Transient Business owned in whole or in part, or operated by those Owner Entities. Any agreement entered into by any of Owner Entities for the sale, transfer, assignment, grant, or lease of any of the Subject Buildings or any Thirty-day Business or Transient Business owned, in whole or in part, or operated by Defendants, shall include an acknowledgement stating that the purchaser, transferee, assignee, or grantee, has received a copy of this Stipulation of Settlement and is bound thereby.

V. INJUNCTIVE RELIEF

5. Defendants and their principals, agents, property managers, employees, and/or authorized representatives shall comply fully with Applicable Law.

6. Defendants and their principals, agents, property managers, employees, and/or authorized representatives are permanently and perpetually enjoined from using, occupying, advertising, booking, making reservations for, renting, permitting, conducting, maintaining, and/or otherwise operating, a dwelling unit or units, or establishment located anywhere in the City of New

York for transient residential rentals or occupancies of less than 30 consecutive days unless such rentals are allowed by existing Applicable Law, heretofore or hereafter enacted, and by the certificate of occupancy for the building, an I-card, or a letter of no objection in which the dwelling unit is located.

7. Defendants and their principals, agents, property managers, employees, and/or authorized representatives are permanently and perpetually enjoined, by their conduct or omission, from engaging in acts that would constitute tenant harassment, as expressly defined pursuant to HMC § 27-2004(a)(48), against permanent tenants lawfully residing within the Subject Buildings or anywhere else within the City of New York.

VI. SETTLEMENT PAYMENT

8. Upon execution of this Stipulation of Settlement, Defendants hereby agree to pay the City the total amount of One Million One Hundred and Fifteen Thousand Dollars (\$1,115,000.00) (“Settlement Amount”), consisting of:

- a) Nine Hundred and Ninety Thousand Dollars (\$990,000.00) as consideration for settlement of all the City’s statutory and common law public nuisance claims asserted against them as alleged in the verified complaint in *City v. Keystone Management, et. al.*; and
- b) One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) as consideration for settlement of the City’s two pending civil actions to collect a total of \$153,500.00 in undocketed OATH penalties from Defendants holding title to the Subject buildings [*NYC v. Sereno Partners LLC*, Index No. 453046/2022 (regarding DOB Summons No. 354-178-84X issued on April 24, 2019 at 452 W. 36th St.) and *NYC v. Highpoint Associates XII LLC*, Index No. 452275/2021 (regarding DOB Summonses Nos.

353-743-98N, issued on December 7, 2018, and 354-252-43X, issued on May 24, 2019, both at 410 W. 46th St.]) (the “Collections Actions”) as follows:

- i. One single payment of \$990,000.00 to be tendered within fifteen (15) days of the Effective Date, such payment to be made in the form of a bank check, money order(s), or drawn upon an attorney escrow account in the amount of Nine Hundred Ninety Thousand Dollars (\$990,000.00), made payable to THE CITY OF NEW YORK and sent by traceable form of delivery (i.e., by Federal Express, or by United States Postal Service Express Mail or Certified Mail) to the City c/o the Mayor’s Office of Special Enforcement, 22 Reade Street, 4th Floor, New York, NY 10007, Attn: Martin Nagel; and
- ii. One single payment of \$125,000.00 to be tendered within fifteen (15) days of the Effective Date, such payment to be made in the form of a bank check, money order(s), or drawn upon an attorney escrow account in the amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00), made payable to THE CITY OF NEW YORK and sent by traceable form of delivery (i.e., by Federal Express, or by United States Postal Service Express Mail or Certified Mail) to the City c/o the Mayor’s Office of Special Enforcement, 22 Reade Street, 4th Floor, New York, NY 10007, Attn: Martin Nagel.

9. The Settlement Amount includes payment that will fully and finally resolve only the within nuisance abatement civil enforcement action,¹ as well as the two above-referenced

¹ NYC v. Keystone Mgmt., Inc. et al., Index No. 451285/2019.

Collections Actions² that have been commenced by the City to collect undocketed the OATH penalties as noted above. The Settlement Amount therefore does not include any other fines or penalties, docketed or undocketed, which have been or which may subsequently be assessed and imposed by OATH or DOB for any pending hearings, or any other city governmental agency, against Defendants, including any currently existing liens on the Subject Buildings, except as set forth in Paragraph 8. The Settlement Amount does include the City's claim for reimbursement of the cost to the City of investigation, and bringing and maintaining this action, including but not limited to any claims for attorneys' fees.

10. Furthermore, the Settlement Amount does not include any payment towards nor will it resolve any of the claims that have been asserted or that may hereafter be additionally interposed by the City through its other agencies and offices, specifically but not only including the currently pending 7-A special proceeding³ commenced by the New York City Department of Housing Preservation and Development ("HPD") to address conditions at the Subject Building located at 410 West 46th Street, New York, New York.

11. It is understood and agreed by and between the Parties that the Settlement Amount constitutes a penalty under the NAL, and therefore, in accordance with 11 U.S.C. 523(a)(7), is not subject to discharge in bankruptcy.

12. Pursuant to current IRS requirements, Defendants agree to provide signed W-9 forms to the City for each one of the settling Defendants with or prior to the execution of this Stipulation of Settlement.

² NYC v. Sereno Partners LLC (Index No. 453046/2022) and NYC v. Highpoint Associates XII LLC (Index No. 452275/2021).

³ NYC v. Feldman, Index No. LT-301542-22/NY.

VII. RELEASE

13. In consideration of the Injunctive Relief and Settlement Payment provided for in this Stipulation of Settlement, upon payment in full of the Settlement Amount in accordance with Paragraph 8, the City agrees to release Defendants and their officers, directors, agents, employees, insurers and assigns from any and all civil or administrative claims that may arise directly from violations alleged in the verified complaint in this civil enforcement action⁴ and the two above-noted Collections Actions⁵, which occurred or may have accrued up to the Effective Date. In accord with the terms of Paragraph 8, in consideration of the Injunctive Relief and Settlement Payment provided for in this Stipulation of Settlement, the City does not agree to release Defendants from any other civil actions, special proceedings⁶, or administrative claims, including but not limited to any other fines or penalties, docketed or undocketed, which have been or which may subsequently be assessed and imposed by OATH or DOB for any pending hearings, or by any other city governmental agency, against Defendants, including any currently existing liens on the Subject Buildings.

14. In consideration of the obligations upon the City provided for in this Stipulation of Settlement, Defendants agree to release the City from any and all civil or administrative claims that arise out of or in connection with the violations alleged in the verified complaint for conduct occurring prior to the Effective Date and with respect to any and all matters addressed in this Stipulation of Settlement which occurred or may have accrued up to the Effective Date.

⁴ NYC v. Keystone Mgmt., Inc. et al., Index No. 451282/2019.

⁵ NYC v. Sereno Partners LLC (Index No. 453046/2022) and NYC v. Highpoint Associates XII LLC (Index No. 452275/2021).

⁶ Including but not limited to the pending special proceeding commenced by HPD, NYC v. Feldman, Index No. LT-301542-22/NY.

15. The Parties herein agree that these releases are mutual General Releases and the Parties specifically do not waive or release any claim that may arise for breach of this Stipulation of Settlement.

16. The execution of this Stipulation of Settlement shall in no way impair or limit the City from enforcing any Applicable Law, or any other provisions of the law with respect to any future claim of nuisance or claimed violation of the MDL or the NYC Admin. Code.

VIII. CANCELLATION OF NOTICES OF PENDENCY; STIPULATIONS OF DISCONTINUANCE AND SATISFACTION OF JUDGMENT

17. Simultaneously herewith, the City and/or its attorneys shall execute and deliver to counsel for Defendants the following documents in the forms annexed hereto as Exhibit "A" and "B," respectively:

- a. Stipulations and affirmations cancelling the Notices of Pendency Plaintiff filed against the Subject Building 410 West 46th St. on August 19, 2019, at NYSCEF Doc. No. 118,⁷ cancelling the Notice of Pendency Plaintiff filed against the Subject Building 412 West 46th St. on August 19, 2019, at NYSCEF Doc. No. 119, and cancelling the Notice of Pendency Plaintiff filed against the Subject Building 452 West 36th St. herein on August 19, 2019, at NYSCEF Doc. No. 120, which counsel for Defendants may countersign and file at any time after the Effective Date;
- b. Stipulations discontinuing this action and the Collection Action known as *The City of New York v. Sereno Partners LLC*, Index No. 453046/2022 with prejudice and without costs, which counsel for Defendants shall countersign and return to the City and which the City shall file with the Court within twenty (20) days after clearance of payment by Defendants as set forth in Paragraph 8.
- c. Upon clearance of the funds, the City shall issue and file a Satisfaction of Judgment with respect to *The City of New York v. Highpoint Associates XII LLC*, Index No. 452275/2021

⁷ "NYSCEF Doc. No. ___" refers to the document's number on the electronic filing docket for this action.

IX. MISCELLANEOUS PROVISIONS

18. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Stipulation of Settlement.

19. All notices to be delivered to the City pursuant to the terms of this Stipulation of Settlement shall be sent or delivered to the Mayor's Office of Special Enforcement, 22 Reade Street, 4th Floor, New York, New York 10007, attn.: Martin Nagel, Esq. (email: mnagel@ose.nyc.gov), or to the attention of such other individual as OSE shall later designate. All such notices may be sent by electronic mail, or by regular or certified mail. In the event that OSE is no longer in operation at any time throughout the duration of this Settlement, any notices or reports required herein shall be sent to the New York City Law Department, Attention: Chief of the Administrative Law and Regulatory Litigation Division, 100 Church Street, New York, New York 10007, except that if a successor to OSE is appointed, after the parties to this Settlement are duly notified of said successor, notices shall be sent to and from that successor.

20. All notices to be delivered to Defendants pursuant to the terms of the Stipulation of Settlement shall be delivered to Defendants' counsel: Simon Reiff, Esq. (sreiff@harwoodreiff.com), Harwood Reiff LLC, 355 Lexington Avenue, Suite 401, New York, New York 10017 or to the attention of such other individual as Defendants' counsel shall later designate. All such notices shall be sent by electronic mail, or by regular or certified mail.

21. This Stipulation of Settlement contains the entire, complete, and fully integrated statement of each and every term and provision agreed to by the Parties shall supersede all other prior agreements between the Parties regarding the matters set forth herein, and is not subject to any condition not provided for in this Stipulation of Settlement. This Stipulation of Settlement shall not be modified, except in writing signed and executed by all the Parties and adopted by the Court. In

entering this Stipulation of Settlement, none of the Parties has made or relied upon any warranty or representation not specifically set forth in this document.

22. The execution of this Stipulation of Settlement by the City shall not be deemed approval by the City of any of Defendants' business practices and Defendants shall make no representation to the contrary.

23. Defendants have had the opportunity to consult with counsel regarding the terms and execution of this Stipulation of Settlement. Counsels for the Parties have reviewed and revised this Stipulation of Settlement, and any rule of construction, by which any ambiguities are to be resolved against the drafting party, shall not be applied in the interpretation of this Stipulation of Settlement.

24. The headings to various paragraphs in this Settlement have been inserted solely for the purpose of convenience. Those headings are not part of the provisions of this Settlement and shall not be deemed in any manner to modify, explain, expand, or restrict any of said provisions.

25. If a court of competent jurisdiction declares any provision of this Stipulation of Settlement invalid or determines that any of the provisions in this Stipulation of Settlement are unconstitutional, then any such provisions so affected will become void, but the remainder of this Stipulation of Settlement shall remain in place.

26. Nothing herein shall be construed to limit the authority of the City to exercise its enforcement powers under law except as provided herein and with regard to claims raised in the verified complaint prior to the Effective Date.

27. Execution of this Stipulation of Settlement shall not act as a bar to any private right of action by or against Defendants, on the one hand, and any person or entity, other than the City or its agencies, on the other hand.

28. The Parties agree that this Stipulation of Settlement shall be submitted to the Court by the City to be "So Ordered" by a Justice of the Supreme Court of the State of New York.

29. The Parties may execute this Stipulation of Settlement in counterparts, and the execution of counterparts shall have the same effect as if the parties had signed the same instrument. All faxed or electronically scanned signatures on this stipulation shall have the same full force and effect as original signatures.

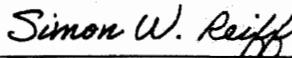
Dated: New York, New York
October 19, 2023

HON. SYLVIA O. HINDS-RADIX,
CORPORATION COUNSEL,
CITY OF NEW YORK

By: 
Martin Nagel, Esq.
Special Assistant Corporation Counsel
Attorneys for Plaintiff
THE CITY OF NEW YORK
Mayor's Office of Special Enforcement
22 Reade Street, 4th Floor
New York, New York 10007
Phone: (646) 939-7687
Email: mnagel@ose.nyc.gov

Dated: New York, New York
October __, 2023

HARWOOD REIFF LLC

By: 
Simon Reiff, Esq.
Attorney for Defendants
355 Lexington Avenue, Suite 401
New York, NY 10017
Phone: (212) 661-0750
Email: sreiff@harwoodreiff.com

Dated: New York, New York
October __, 2023

DEFENDANT: DANIEL OHEBSHALOM,

By:

[Handwritten Signature]

DANIEL OHEBSHALOM

Email:

STATE OF CALIFORNIA)

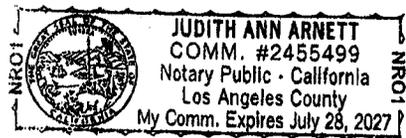
COUNTY OF LOS ANGELES)

ss.:

On this 18 day of OCTOBER, 2023, Daniel Ohebshalom, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, appeared before the undersigned and acknowledged to me that he/she executed the within instrument by his/her signature on the instrument.

Sworn to before me this 18 day of OCTOBER, 2023

[Handwritten Signature]



SO ORDERED:



Hon. James E. d'Auguste, J.S.C.

October 23, 2023

Index No. 451285/2019

EXHIBIT A

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

THE CITY OF NEW YORK,

Plaintiff,

-against-

KEYSTONE MANAGEMENT INC., HIGHPOINT ASSOCIATES XII, LLC, SERENO PARTNERS, LLC, DANIEL OHEBSHALOM A.K.A. DANIEL SHALOM, RICHARD LAGANA, THE LAND AND BUILDING KNOWN AS 410 WEST 46TH STREET, BLOCK 1055, LOT 40, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 412 WEST 46TH STREET, BLOCK 1055, LOT 41, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 452 WEST 36TH STREET, BLOCK 733, LOT 65, COUNTY, CITY AND STATE OF NEW YORK, AND "JOHN DOE" AND "JANE DOE," numbers 1 through 10, fictitiously named parties, true names unknown, the parties intended being the managers or operators of the business being carried on by defendants, and any person claiming any right, title or interest in the real property which is the subject of this action,

Defendants.

Index No.: 451285/2019
IAS Part 55

Assigned to:
Hon. James E. d'Auguste, J.S.C.

**STIPULATION TO CANCEL
NOTICE OF PENDENCY
FOR THE PROPERTY
LOCATED IN THE COUNTY,
CITY, AND STATE OF NEW
YORK AT:**

**410 WEST 46TH STREET,
BLOCK 1055, LOT 40**

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys of record for Plaintiff THE CITY OF NEW YORK ("City") and for Defendants KEYSTONE MANAGEMENT INC., HIGHPOINT ASSOCIATES XII, LLC, SERENO PARTNERS, LLC, DANIEL OHEBSHALOM a.k.a. DANIEL SHALOM, RICHARD LAGANA, THE LAND AND BUILDING KNOWN AS 410 WEST 46TH STREET, BLOCK 1055, LOT 40, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 412 WEST 46TH STREET, BLOCK 1055, LOT 41, COUNTY, CITY AND STATE OF NEW YORK, and THE LAND AND BUILDING KNOWN AS 452 WEST 36TH STREET, BLOCK

733, LOT 65, COUNTY, CITY AND STATE OF NEW YORK (“Defendants”) that the notice of pendency filed in this action on August 19, 2019 as NYSCEF Doc. No. 118 in the office of the Clerk of the County of New York against the above-cited property at 410 West 46th Street, New York, NY [Block: 1055; Lot: 40] be cancelled by that clerk pursuant to CPLR 6514(d), upon the filing with said Clerk of the annexed affirmation of the attorney for Plaintiff and this stipulation.

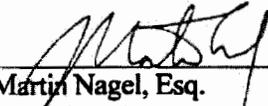
Facsimile or electronic signatures shall be deemed originals for the purpose of this stipulation.

Dated: New York, New York
October 19, 2023

Dated: New York, New York
October __, 2023

HON. SYLVIA O. HINDS-RADIX,
CORPORATION COUNSEL,
CITY OF NEW YORK

HARWOOD REIFF LLC

By: 
Martin Nagel, Esq.
Special Assistant Corporation Counsel
Attorneys for Plaintiff
THE CITY OF NEW YORK
Mayor’s Office of Special Enforcement
22 Reade Street, 4th Floor
New York, New York 10007
Phone: (646) 939-7687
Email: mnagel@ose.nyc.gov

By: 
Simon Reiff, Esq.
Attorney for Defendants
355 Lexington Avenue, Suite 401
New York, NY 10017
Phone: (212) 661-0750
Email: sreiff@harwoodreiff.com

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

THE CITY OF NEW YORK,

Plaintiff,

-against-

KEYSTONE MANAGEMENT INC., HIGHPOINT ASSOCIATES XII, LLC, SERENO PARTNERS, LLC, DANIEL OHEBSHALOM A.K.A. DANIEL SHALOM, RICHARD LAGANA, THE LAND AND BUILDING KNOWN AS 410 WEST 46TH STREET, BLOCK 1055, LOT 40, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 412 WEST 46TH STREET, BLOCK 1055, LOT 41, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 452 WEST 36TH STREET, BLOCK 733, LOT 65, COUNTY, CITY AND STATE OF NEW YORK, AND "JOHN DOE" AND "JANE DOE," numbers 1 through 10, fictitiously named parties, true names unknown, the parties intended being the managers or operators of the business being carried on by defendants, and any person claiming any right, title or interest in the real property which is the subject of this action,

Defendants.

Index No.: 451285/2019
IAS Part 55

Assigned to:
Hon. James E. d'Auguste, J.S.C.

**AFFIRMATION IN SUPPORT
OF CANCELLATION OF
NOTICE OF PENDENCY
FOR THE PROPERTY
LOCATED IN THE COUNTY,
CITY, AND STATE OF NEW
YORK AT:**

**410 WEST 46TH STREET,
BLOCK 1055, LOT 40**

MARTIN NAGEL, pursuant to CPR 2106, hereby affirms:

1. I am a member of the New York City Law Department assigned to the Mayor's Office of Special Enforcement, attorneys for the Plaintiff in the above-entitled action.
2. I submit this Affirmation pursuant to CPLR 6514(d), to be filed with the annexed Stipulation consenting to the cancellation of the notice of pendency filed in this action against the Subject Building, 410 West 46th Street, New York, New York [Block: 1055; Lot: 40] herein on

August 19, 2019 as NYSCEF Doc. No. 118 in the office of the Clerk of the County of New York against the above-cited property.

3. Defendants KEYSTONE MANAGEMENT INC., HIGHPOINT ASSOCIATES XII, LLC, SERENO PARTNERS, LLC, DANIEL OHEBSHALOM a.k.a. DANIEL SHALOM, RICHARD LAGANA, THE LAND AND BUILDING KNOWN AS 410 WEST 46TH STREET, BLOCK 1055, LOT 40, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 412 WEST 46TH STREET, BLOCK 1055, LOT 41, COUNTY, CITY AND STATE OF NEW YORK, and THE LAND AND BUILDING KNOWN AS 452 WEST 36TH STREET, BLOCK 733, LOT 65, COUNTY, CITY AND STATE OF NEW YORK (“Defendants”) have been served with process, have appeared, and have answered the Complaint herein.

Dated: New York, New York
October 19, 2023



Martin Nagel

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

THE CITY OF NEW YORK,

Plaintiff,

-against-

KEYSTONE MANAGEMENT INC., HIGHPOINT ASSOCIATES XII, LLC, SERENO PARTNERS, LLC, DANIEL OHEBSHALOM A.K.A. DANIEL SHALOM, RICHARD LAGANA, THE LAND AND BUILDING KNOWN AS 410 WEST 46TH STREET, BLOCK 1055, LOT 40, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 412 WEST 46TH STREET, BLOCK 1055, LOT 41, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 452 WEST 36TH STREET, BLOCK 733, LOT 65, COUNTY, CITY AND STATE OF NEW YORK, AND "JOHN DOE" AND "JANE DOE," numbers 1 through 10, fictitiously named parties, true names unknown, the parties intended being the managers or operators of the business being carried on by defendants, and any person claiming any right, title or interest in the real property which is the subject of this action,

Defendants.

Index No.: 451285/2019
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Assigned to:
Hon. James E. d'Auguste, J.S.C.

**STIPULATION TO CANCEL
NOTICE OF PENDENCY
FOR THE PROPERTY
LOCATED IN THE COUNTY,
CITY, AND STATE OF NEW
YORK AT:**

**412 WEST 46TH STREET,
BLOCK 1055, LOT 41**

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys of record for Plaintiff THE CITY OF NEW YORK ("City") and for Defendants KEYSTONE MANAGEMENT INC., HIGHPOINT ASSOCIATES XII, LLC, SERENO PARTNERS, LLC, DANIEL OHEBSHALOM a.k.a. DANIEL SHALOM, RICHARD LAGANA, THE LAND AND BUILDING KNOWN AS 410 WEST 46TH STREET, BLOCK 1055, LOT 40, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 412 WEST 46TH STREET, BLOCK 1055, LOT 41, COUNTY, CITY AND STATE OF NEW YORK, and THE LAND AND BUILDING KNOWN AS 452 WEST 36TH STREET, BLOCK

733, LOT 65, COUNTY, CITY AND STATE OF NEW YORK (“Defendants”) that the notice of pendency filed in this action on August 19, 2019 as NYSCEF Doc. No. 119 in the office of the Clerk of the County of New York against the above-cited property at 412 West 46th Street, New York, NY [Block: 1055; Lot: 41] be cancelled by that clerk pursuant to CPLR 6514(d), upon the filing with said Clerk of the annexed affirmation of the attorney for Plaintiff and this stipulation.

Facsimile or electronic signatures shall be deemed originals for the purpose of this stipulation.

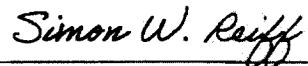
Dated: New York, New York
October 19, 2023

Dated: New York, New York
October __, 2023

HON. SYLVIA O. HINDS-RADIX,
CORPORATION COUNSEL,
CITY OF NEW YORK

HARWOOD REIFF LLC

By: 
Martin Nagel, Esq.
Special Assistant Corporation Counsel
Attorneys for Plaintiff
THE CITY OF NEW YORK
Mayor’s Office of Special Enforcement
22 Reade Street, 4th Floor
New York, New York 10007
Phone: (646) 939-7687
Email: mnagel@ose.nyc.gov

By: 
Simon Reiff, Esq.
Attorney for Defendants
355 Lexington Avenue, Suite 401
New York, NY 10017
Phone: (212) 661-0750
Email: sreiff@harwoodreiff.com

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

THE CITY OF NEW YORK,

Plaintiff,

-against-

KEYSTONE MANAGEMENT INC., HIGHPOINT ASSOCIATES XII, LLC, SERENO PARTNERS, LLC, DANIEL OHEBSHALOM A.K.A. DANIEL SHALOM, RICHARD LAGANA, THE LAND AND BUILDING KNOWN AS 410 WEST 46TH STREET, BLOCK 1055, LOT 40, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 412 WEST 46TH STREET, BLOCK 1055, LOT 41, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 452 WEST 36TH STREET, BLOCK 733, LOT 65, COUNTY, CITY AND STATE OF NEW YORK, AND "JOHN DOE" AND "JANE DOE," numbers 1 through 10, fictitiously named parties, true names unknown, the parties intended being the managers or operators of the business being carried on by defendants, and any person claiming any right, title or interest in the real property which is the subject of this action,

Defendants.

Index No.: 451285/2019
IAS Part 55

Assigned to:
Hon. James E. d'Auguste, J.S.C.

**AFFIRMATION IN SUPPORT
OF CANCELLATION OF
NOTICE OF PENDENCY
FOR THE PROPERTY
LOCATED IN THE COUNTY,
CITY, AND STATE OF NEW
YORK AT:**

**412 WEST 46TH STREET,
BLOCK 1055, LOT 41**

MARTIN NAGEL, pursuant to CPR 2106, hereby affirms:

1. I am a member of the New York City Law Department assigned to the Mayor's Office of Special Enforcement, attorneys for the Plaintiff in the above-entitled action.
2. I submit this Affirmation pursuant to CPLR 6514(d), to be filed with the annexed Stipulation consenting to the cancellation of the notice of pendency filed in this action against the Subject Building, 412 West 46th Street, New York, New York [Block: 1055; Lot: 41] herein on

August 19, 2019 as NYSCEF Doc. No. 119 in the office of the Clerk of the County of New York against the above-cited property.

3. Defendants KEYSTONE MANAGEMENT INC., HIGHPOINT ASSOCIATES XII, LLC, SERENO PARTNERS, LLC, DANIEL OHEBSHALOM a.k.a. DANIEL SHALOM, RICHARD LAGANA, THE LAND AND BUILDING KNOWN AS 410 WEST 46TH STREET, BLOCK 1055, LOT 40, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 412 WEST 46TH STREET, BLOCK 1055, LOT 41, COUNTY, CITY AND STATE OF NEW YORK, and THE LAND AND BUILDING KNOWN AS 452 WEST 36TH STREET, BLOCK 733, LOT 65, COUNTY, CITY AND STATE OF NEW YORK (“Defendants”) have been served with process, have appeared, and have answered the Complaint herein.

Dated: New York, New York
October 19, 2023



Martin Nagel

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

THE CITY OF NEW YORK,

Plaintiff,

-against-

KEYSTONE MANAGEMENT INC., HIGHPOINT ASSOCIATES XII, LLC, SERENO PARTNERS, LLC, DANIEL OHEBSHALOM A.K.A. DANIEL SHALOM, RICHARD LAGANA, THE LAND AND BUILDING KNOWN AS 410 WEST 46TH STREET, BLOCK 1055, LOT 40, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 412 WEST 46TH STREET, BLOCK 1055, LOT 41, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 452 WEST 36TH STREET, BLOCK 733, LOT 65, COUNTY, CITY AND STATE OF NEW YORK, AND "JOHN DOE" AND "JANE DOE," numbers 1 through 10, fictitiously named parties, true names unknown, the parties intended being the managers or operators of the business being carried on by defendants, and any person claiming any right, title or interest in the real property which is the subject of this action,

Defendants.

Index No.: 451285/2019
IAS Part 55

Assigned to:
Hon. James E. d'Auguste, J.S.C.

**STIPULATION TO CANCEL
NOTICE OF PENDENCY
FOR THE PROPERTY
LOCATED IN THE COUNTY,
CITY, AND STATE OF NEW
YORK AT:**

**452 WEST 36TH STREET,
BLOCK 733, LOT 65**

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys of record for Plaintiff THE CITY OF NEW YORK ("City") and for Defendants KEYSTONE MANAGEMENT INC., HIGHPOINT ASSOCIATES XII, LLC, SERENO PARTNERS, LLC, DANIEL OHEBSHALOM a.k.a. DANIEL SHALOM, RICHARD LAGANA, THE LAND AND BUILDING KNOWN AS 410 WEST 46TH STREET, BLOCK 1055, LOT 40, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 412 WEST 46TH STREET, BLOCK 1055, LOT 41, COUNTY, CITY AND STATE OF NEW YORK, and THE LAND AND BUILDING KNOWN AS 452 WEST 36TH STREET, BLOCK

733, LOT 65, COUNTY, CITY AND STATE OF NEW YORK (“Defendants”) that the notice of pendency filed in this action on August 19, 2019 as NYSCEF Doc. No. 120 in the office of the Clerk of the County of New York against the above-cited property at 452 West 36th Street, New York, NY [Block: 733; Lot: 65] be cancelled by that clerk pursuant to CPLR 6514(d), upon the filing with said Clerk of the annexed affirmation of the attorney for Plaintiff and this stipulation.

Facsimile or electronic signatures shall be deemed originals for the purpose of this stipulation.

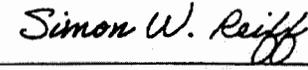
Dated: New York, New York
October 19, 2023

Dated: New York, New York
October __, 2023

HON. SYLVIA O. HINDS-RADIX,
CORPORATION COUNSEL,
CITY OF NEW YORK

HARWOOD REIFF LLC

By: 
Martin Nagel, Esq.
Special Assistant Corporation Counsel
Attorneys for Plaintiff
THE CITY OF NEW YORK
Mayor’s Office of Special Enforcement
22 Reade Street, 4th Floor
New York, New York 10007
Phone: (646) 939-7687
Email: mnagel@ose.nyc.gov

By: 
Simon Reiff, Esq.
Attorney for Defendants
355 Lexington Avenue, Suite 401
New York, NY 10017
Phone: (212) 661-0750
Email: sreiff@harwoodreiff.com

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

THE CITY OF NEW YORK,

Plaintiff,

-against-

KEYSTONE MANAGEMENT INC., HIGHPOINT ASSOCIATES XII, LLC, SERENO PARTNERS, LLC, DANIEL OHEBSHALOM A.K.A. DANIEL SHALOM, RICHARD LAGANA, THE LAND AND BUILDING KNOWN AS 410 WEST 46TH STREET, BLOCK 1055, LOT 40, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 412 WEST 46TH STREET, BLOCK 1055, LOT 41, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 452 WEST 36TH STREET, BLOCK 733, LOT 65, COUNTY, CITY AND STATE OF NEW YORK, AND "JOHN DOE" AND "JANE DOE," numbers 1 through 10, fictitiously named parties, true names unknown, the parties intended being the managers or operators of the business being carried on by defendants, and any person claiming any right, title or interest in the real property which is the subject of this action,

Defendants.

Index No.: 451285/2019
IAS Part 55

Assigned to:
Hon. James E. d'Auguste, J.S.C.

AFFIRMATION IN SUPPORT OF CANCELLATION OF NOTICE OF PENDENCY FOR THE PROPERTY LOCATED IN THE COUNTY, CITY, AND STATE OF NEW YORK AT:

**452 WEST 36TH STREET,
BLOCK 733, LOT 65**

MARTIN NAGEL, pursuant to CPR 2106, hereby affirms:

1. I am a member of the New York City Law Department assigned to the Mayor's Office of Special Enforcement, attorneys for the Plaintiff in the above-entitled action.
2. I submit this Affirmation pursuant to CPLR 6514(d), to be filed with the annexed Stipulation consenting to the cancellation of the notice of pendency filed in this action against the Subject Building, 452 West 36th Street, New York, New York [Block: 733; Lot: 65] herein on

August 19, 2019 as NYSCEF Doc. No. 120 in the office of the Clerk of the County of New York against the above-cited property.

3. Defendants KEYSTONE MANAGEMENT INC., HIGHPOINT ASSOCIATES XII, LLC, SERENO PARTNERS, LLC, DANIEL OHEBSHALOM a.k.a. DANIEL SHALOM, RICHARD LAGANA, THE LAND AND BUILDING KNOWN AS 410 WEST 46TH STREET, BLOCK 1055, LOT 40, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 412 WEST 46TH STREET, BLOCK 1055, LOT 41, COUNTY, CITY AND STATE OF NEW YORK, and THE LAND AND BUILDING KNOWN AS 452 WEST 36TH STREET, BLOCK 733, LOT 65, COUNTY, CITY AND STATE OF NEW YORK (“Defendants”) have been served with process, have appeared, and have answered the Complaint herein.

Dated: New York, New York
October 13, 2023



Martin Nagel

EXHIBIT B

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

THE CITY OF NEW YORK,

Plaintiff,

-against-

KEYSTONE MANAGEMENT INC., HIGHPOINT ASSOCIATES XII, LLC, SERENO PARTNERS, LLC, DANIEL OHEBSHALOM A.K.A. DANIEL SHALOM, RICHARD LAGANA, THE LAND AND BUILDING KNOWN AS 410 WEST 46TH STREET, BLOCK 1055, LOT 40, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 412 WEST 46TH STREET, BLOCK 1055, LOT 41, COUNTY, CITY AND STATE OF NEW YORK, THE LAND AND BUILDING KNOWN AS 452 WEST 36TH STREET, BLOCK 733, LOT 65, COUNTY, CITY AND STATE OF NEW YORK, AND "JOHN DOE" AND "JANE DOE," numbers 1 through 10, fictitiously named parties, true names unknown, the parties intended being the managers or operators of the business being carried on by defendants, and any person claiming any right, title or interest in the real property which is the subject of this action,

Defendants.

Index No.: 451285/2019
IAS Part 55

Assigned to:
Hon. James E. d'Auguste, J.S.C.

**STIPULATION OF
DISCONTINUANCE AS
AGAINST ALL
DEFENDANTS
& RESOLVING ALL
CLAIMS ASSERTED
HEREIN**

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys of record for Plaintiff THE CITY OF NEW YORK ("City") and for Defendants KEYSTONE MANAGEMENT INC., HIGHPOINT ASSOCIATES XII, LLC, SERENO PARTNERS, LLC, DANIEL OHEBSHALOM a.k.a. DANIEL SHALOM, RICHARD LAGANA, THE LAND AND BUILDING KNOWN AS 410 WEST 46TH STREET, BLOCK 1055, LOT 40, County, City and State of New York, THE LAND AND BUILDING KNOWN AS 412 WEST 46TH STREET, BLOCK 1055, LOT 41, County, City and State of New York, and THE LAND

AND BUILDING KNOWN AS 452 WEST 36TH STREET, BLOCK 733, LOT 65, County, City and State of New York (“Defendants”) pursuant to CPLR 3217(a)(2), that whereas no party hereto is an infant, incompetent person for whom a committee has been appointed or conservatee and no person not a party has an interest in the subject matter of the action, the above-captioned action, and all claims, causes of action, counterclaims and cross-claim asserted therein, be, and the same hereby are, discontinued with prejudice and without costs to any party as against the other.

Facsimile or electronic signatures shall be deemed originals for the purpose of this stipulation.

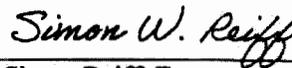
Dated: New York, New York
October 19, 2023

Dated: New York, New York
October , 2023

HON. SYLVIA O. HINDS-RADIX,
CORPORATION COUNSEL,
CITY OF NEW YORK

HARWOOD REIFF LLC

By: 
Martin Nagel, Esq.
Special Assistant Corporation Counsel
Attorneys for Plaintiff
THE CITY OF NEW YORK
Mayor’s Office of Special Enforcement
22 Reade Street, 4th Floor
New York, New York 10007
Phone: (646) 939-7687
Email: mnagel@osc.nyc.gov

By: 
Simon Reiff, Esq.
Attorney for Defendants
355 Lexington Avenue, Suite 401
New York, NY 10017
Phone: (212) 661-0750
Email: sreiff@harwoodreiff.com

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

THE CITY OF NEW YORK,

Plaintiff,

-against-

SERENO PARTNERS, LLC,

Defendant.

Index No.: 453046/2022
IAS Part

Assigned to:
Hon. Judy H. Kim, J.S.C.

**STIPULATION OF
DISCONTINUANCE
RESOLVING ALL CLAIMS
ASSERTED HEREIN**

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys of record for Plaintiff THE CITY OF NEW YORK (“City”) and for Defendant SERENO PARTNERS, LLC, pursuant to CPLR 3217(a)(2), that whereas no party hereto is an infant, incompetent person for whom a committee has been appointed or conservatee and no person not a party has an interest in the subject matter of the action, the above-captioned action, and all claims, causes of action, counterclaims and cross-claim asserted therein, be, and the same hereby are, discontinued with prejudice and without costs to any party as against the other.

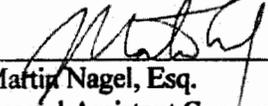
Facsimile or electronic signatures shall be deemed originals for the purpose of this stipulation.

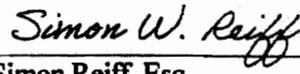
Dated: New York, New York
October 19, 2023

Dated: New York, New York
October , 2023

HON. SYLVIA O. HINDS-RADIX,
CORPORATION COUNSEL,
CITY OF NEW YORK

HARWOOD REIFF LLC

By: 
Martin Nagel, Esq.
Special Assistant Corporation Counsel
Attorneys for Plaintiff
THE CITY OF NEW YORK
Mayor's Office of Special Enforcement
22 Reade Street, 4th Floor
New York, New York 10007
Phone: (646) 939-7687
Email: mnagel@ose.nyc.gov

By: 
Simon Reiff, Esq.
Attorney for Defendant
355 Lexington Avenue, Suite 401
New York, NY 10017
Phone: (212) 661-0750
Email: sreiff@harwoodreiff.com

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

THE CITY OF NEW YORK,

Plaintiff,

-against-

HIGHPOINT ASSOCIATES XII LLC,

Defendant.

Index No.: 452275/2021
IAS Part 62

Assigned to:
Hon. J. Mabelle Sweeting, J.S.C.

**STIPULATION OF
DISCONTINUANCE
RESOLVING ALL CLAIMS
ASSERTED HEREIN**

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys of record for Plaintiff THE CITY OF NEW YORK (“City”) and for Defendant HIGHPOINT ASSOCIATES XII LLC, pursuant to CPLR 3217(a)(2), that whereas no party hereto is an infant, incompetent person for whom a committee has been appointed or conservatee and no person not a party has an interest in the subject matter of the action, the above-captioned action, and all claims, causes of action, counterclaims and cross-claim asserted therein, be, and the same hereby are, discontinued with prejudice and without costs to any party as against the other.

Facsimile or electronic signatures shall be deemed originals for the purpose of this stipulation.

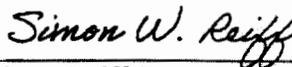
Dated: New York, New York
October 19, 2023

HON. SYLVIA O. HINDS-RADIX,
CORPORATION COUNSEL,
CITY OF NEW YORK

By: 
Martin Nagel, Esq.
Special Assistant Corporation Counsel
Attorneys for Plaintiff
THE CITY OF NEW YORK
Mayor's Office of Special Enforcement
22 Reade Street, 4th Floor
New York, New York 10007
Phone: (646) 939-7687
Email: mnagel@ose.nyc.gov

Dated: New York, New York
October __, 2023

HARWOOD REIFF LLC

By: 
Simon Reiff, Esq.
Attorney for Defendant
355 Lexington Avenue, Suite 401
New York, NY 10017
Phone: (212) 661-0750
Email: sreiff@harwoodreiff.com