

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK: CIVIL BRANCH

-----X  
THE CITY OF NEW YORK,

Plaintiff,

-against-

HANK FREID; IMPULSIVE GROUP LLC; BRANIC INTERNATIONAL REALTY CORP; TERRILEE 97TH ST. LLC.; HELMS REALTY CORP.; THE LAND AND BUILDING KNOWN AS 2686 BROADWAY BLOCK 1874, LOT 45, County, City and State of New York; THE LAND AND BUILDING KNOWN AS 2688 BROADWAY BLOCK 1874, LOT 44, County, City and State of New York; THE LAND AND BUILDING KNOWN AS 2690 BROADWAY BLOCK 1874, LOT 43, County, City and State of New York; THE LAND AND BUILDING KNOWN AS 256-258 WEST 97<sup>TH</sup> ST., BLOCK 1868, LOT 59, County, City and State of New York; THE LAND AND BUILDING KNOWN AS 230 WEST 101<sup>ST</sup> ST. Block 1872, Lot 54, County, City and State of New York; JOHN AND JANE DOE NUMBERS 1 THROUGH 20, 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,

Index No. 451883/2017

Hon. James E. d'Auguste, J.S.C.  
IAS Part 55

SO ORDERED STIPULATION  
OF SETTLEMENT

Defendants.  
-----X

WHEREAS, this Stipulation of Settlement (the "Settlement Agreement") is made and entered into as of January 25, 2022 by and among:

- (a) The City of New York ("NYC") and all of its departments and subdivisions, including but not limited to the New York City Department of Buildings ("DOB"), New York City Mayor's Office of Special Enforcement ("OSE"), New York City Environmental Control Board ("ECB") and New York City Office of Administrative Trials and Hearings ("OATH") (NYC, DOB, OSE, ECB and OATH collectively hereinafter the "City");
- (b) Terrilee 97<sup>th</sup> St. LLC, a limited liability company formed under the laws of the State of New York, and each of its subsidiaries and affiliates ("Terrilee");
- (c) Hank Freid ("Freid"); and

(d) Impulsive Group LLC, a limited liability company formed under the laws of the State of New York, and each of its subsidiaries and affiliates ("Impulsive").

**WHEREAS**, the City, Terrilee, Freid and Impulsive are hereinafter referred to singularly as a "Party" and collectively as the "Parties."

**WHEREAS**, Terrilee owns the following property in the Borough of Manhattan:

The Land and Building Known as 256-258 West 97<sup>th</sup> Street Block 1868, Lot 59, County, City and State of New York ("256-258 West 97th Street"), where the most recent Certificate of Occupancy ("C/O") No. 59417, dated April 8, 1964, states the occupancy classification to be "Old Law Tenement Class A Mult. Dwelling & S.R.O." (the "Terrilee Building").

**WHEREAS**, certain dwelling units in the Terrilee Building are currently occupied on a permanent basis by rent-stabilized tenants, who are protected by the Rent Stabilization Law of 1969 (New York City Administrative Code § 26-501, et seq.) and the Rent Stabilization Code (9 N.Y.C.R.R. § 2520.1, et seq.);

**WHEREAS**, on April 28, 2017, Terrilee and others commenced a lawsuit captioned Terrilee v. Cuomo et al., Index No. 652306/2017 (N.Y. Sup. Ct.) (d'Auguste, J.) against the City and others alleging that the 2011 Amendments to the Multiple Dwelling Law are, among other things, unconstitutional on their face and as applied, and requesting a declaration that their respective use of their respective buildings for transient use is lawful ("MDL Action");

**WHEREAS**, on June 28, 2017, the City commenced a lawsuit captioned City of New York v. Hank Freid et al., Index No. 451883/2017 (N.Y. Sup. Ct.) (d'Auguste, J.) against Freid, Impulsive, Terrilee and others seeking, among other things, a preliminary and permanent injunction preventing, among other things, Terrilee from advertising, maintaining, operating, and permitting the Terrilee Building to be used as a transient (less than 30 consecutive days) hotel or short-term rentals under the existing Certificate of Occupancy for 256-258 West 97<sup>th</sup> Street (the "Terrilee C/O"), and statutory penalties ("Nuisance Action");

**WHEREAS**, in connection with the filing of the Nuisance Action, the City filed an Order to Show Cause seeking a Temporary Restraining Order and Preliminary Injunction and also filed a Notice of Pendency (*lis pendens*) against the Terrilee Building;

**WHEREAS**, on January 8, 2021, Terrilee filed a petition pursuant to Article 78 of the CPLR captioned In re Terrilee 97<sup>th</sup> St. LLC v. The City of New York Office of Administrative Trials and Hearings, et al., Index No. 150265/2021 (N.Y. Sup. Ct.) (d'Auguste, J.) seeking to annul the September 10, 2020, appeal decision rendered by the Office of Administrative Trials and Hearings ("OATH") upholding four summonses issued to Terrilee for using the Terrilee Building in violation of its C/O, the New York City Zoning Resolution, and the New York City Building Code ("Article 78 Petition");

**WHEREAS**, the City has issued civil summonses or Notices of Violation against Terrilee, which arise from or relate to allegations of illegal advertising and operating transient occupancy of the Terrilee Building, including those listed on Schedule 1 hereto (the "NOVs"), which are currently pending before OATH and/or the ECB ("Administrative Proceedings") (together with the MDL Action, the Nuisance Action, and the Article 78 Petition, the "Actions");

**WHEREAS**, the City asserts that advertising and occupancy of transient use (less than 30 days) in the Terrilee Building violates the Multiple Dwelling Law and the New York City Administrative Code;

**WHEREAS**, Terrilee denies that the advertisement and operation of the Terrilee Building as a transient (less than 30 consecutive days) hotel is unlawful and has challenged the NOVs before OATH and/or the ECB;

**WHEREAS**, on June 30, 2017, the City's application in the Nuisance Action for a Temporary Restraining Order was denied by Justice d'Auguste;

**WHEREAS**, on September 23, 2019, the City's second application in the Nuisance Action for a Temporary Restraining Order was denied by Justice d'Auguste;

**WHEREAS**, on November 19, 2019, the City's second application in the Nuisance Action for a Temporary Restraining Order or in the alternative leave to appeal Justice d'Auguste's order declining to sign the City's order to show cause seeking a Temporary Restraining Order was denied by the Appellate Division, First Department;

**WHEREAS**, the City's motion for a preliminary injunction in the Nuisance Action was the subject of a 13-day evidentiary hearing by Justice d'Auguste in 2019 but remains *sub judice*;

**WHEREAS**, Terrilee has notified the City that it has entered into a contract for sale of the Terrilee Building, which contract for sale calls for the sale by Terrilee of the Terrilee Building to a purchaser who has informed Terrilee that it has no intention of ever operating the existing Terrilee Building as a transient (less than 30 consecutive days) hotel or for short-term rentals (less than 30 consecutive days) under the existing Terrilee C/O; and

**WHEREAS**, in light of these developments and without any admission of wrongdoing or otherwise by Freid, Impulsive or Terrilee or by the City, and solely in order to avoid further costs and expense of litigating the Actions with regard to Terrilee's operation of the Terrilee Building, the Parties have agreed to finally resolve and settle all disputes between and among them relating to Terrilee's advertising, maintaining, operating, and permitting the Terrilee Building to be used as a transient (less than 30 consecutive days) hotel or for short-term rentals (less than 30 consecutive days) on the terms described herein.

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is hereby STIPULATED and AGREED by the Parties, and SO ORDERED by the Court, as follows:

1. Upon execution of this Settlement Agreement by the Parties, Terrilee, for itself and its successors, assigns, purchasers, heirs, grantees, lessees, or any successors in interest

assuming or taking an interest in the Terrilee Building ("Terrilee or Successors") shall:

- 1.1 cease, and not resume, all advertising, booking, and making reservations for transient occupancy in the Terrilee Building and cease renting, permitting, conducting, maintaining, and/or operating, any dwelling unit or units, or establishment, located in the Terrilee Building for transient residential rentals or occupancies of less than thirty (30) consecutive days under the existing Terrilee C/O, and, prior to the closing date of the contract for sale of the Terrilee Building, will provide written confirmation to the City that it has ceased such operations (the "Written Confirmation Notice");
- 1.2 be enjoined permanently and perpetually from renting, permitting, conducting, maintaining, and/or operating, any dwelling unit or units, or establishment, located in the Terrilee Building for transient residential rentals or occupancies of less than thirty (30) consecutive days under the existing Terrilee C/O;
- 1.3 consent to the entry of this Settlement Agreement, So Ordered by the Court, as a permanent injunction barring Terrilee or Successors and the Terrilee Building under the existing Terrilee C/O from renting, permitting, conducting, maintaining, and/or operating any dwelling unit or units, or establishment, located in the Terrilee Building as a transient hotel (less than 30 consecutive days) or short-term rentals (less than 30 consecutive days) at any time in the future;
- 1.4 for the avoidance of doubt, agree that unless and until Terrilee or Successors obtain the required certificates of occupancy, zoning variances, and other necessary permits in compliance with relevant sections of the Multiple Dwelling Law, the Administrative Code of the City of New York, and the Zoning Resolution of the City of New York, use of the Terrilee Building or any part thereof as a transient hotel (less than 30 consecutive days) is prohibited as set forth in the aforesaid permanent injunction set forth above in ¶¶ 1.1-1.3;
- 1.5 voluntarily dismiss, with prejudice, the MDL Action, it being understood and agreed that such dismissal will effect a final release and dismissal of all claims that were brought or could have been brought by Terrilee against the City and other parties in the MDL Action or otherwise concerning the 2011 Amendments to the Multiple Dwelling Law;

- 1.6 voluntarily dismiss, with prejudice, its claims in the Article 78 Petition, it being understood and agreed that such dismissal will effect a final release and dismissal of all claims that were brought or could have been brought by Terrilee against the City in the Article 78 Petition or otherwise concerning the September 10, 2020 OATH appeal decision;
- 1.7 pay the City the amount of One Million One Hundred Thousand Dollars (\$1,100,000) (the "Settlement Amount"), which is consideration for settlement of all of the City's claims that have been made or could have been made against Freid, Impulsive and its members, owners shareholders managers, employees, and agents, Terrilee and its members, owners shareholder, managers, employees, and agents including the managers or operators of the business being carried on by Terrilee and the Terrilee Building in the Nuisance Action and the Administrative Proceedings, as follows:
- (a) payment of the Settlement Amount will be made in two single payments to be tendered within ten (10) days of the date this Settlement Agreement is So Ordered by the Court; and
- (b) payment of the Settlement Amount must be made in the following two forms:
- (i) bank check, money order(s), or drawn upon an attorney escrow account in the amount of Four Hundred Seventy-Seven Thousand, Four Hundred and Fifty Dollars (\$477,450.00), made payable to the NEW YORK CITY DEPARTMENT OF FINANCE and forwarded by hand or other traceable form of delivery to the CITY, c/o the Mayor's Office of Special Enforcement, 22 Reade Street, 4th Floor, New York, NY 10007, attention: Aron Zimmerman; and
- (ii) bank check(s), money order(s), or drawn upon an attorney escrow account in the amount of Six Hundred and Twenty-Two Thousand Five Hundred and Fifty Dollars (\$622,550.00), made payable to THE CITY OF NEW YORK, and forwarded by hand or other traceable form of delivery to the CITY, c/o the Mayor's Office of Special Enforcement, 22 Reade Street, 4th Floor, New York, NY 10007, attention: Aron Zimmerman.

- 1.8 within 60 days of the date this Settlement Agreement is So Ordered by the Court cure and certify correction of all the violating conditions specified in the violations issued by DOB, that pertain to the unlawful transient occupancy conditions and activities in the Terrilee Building, as set forth within Exhibit A attached hereto and made part of this So Ordered Stipulation of Settlement.
2. Upon execution of this Settlement Agreement by the Parties, the City shall:
  - 2.1 discontinue and withdraw its motion for a preliminary injunction against Terrilee and the Terrilee Building in the Nuisance Action;
  - 2.2 dismiss with prejudice all pending claims against all parties relating to Terrilee or the Terrilee Building in the Nuisance Action, it being understood and agreed that such dismissal will effect a final release and dismissal of all claims that were brought or could have been brought by the City against Freid, Impulsive, Terrilee and other parties in the Nuisance Action or otherwise concerning the Terrilee Building;
  - 2.3 release and forever discharge Freid, Impulsive and all of their heirs, executors, members, managers, employees, successors and assigns (the "Releasees") from any and all actions, causes of action, suits, debts, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, sums of money and demands whatsoever, in law or equity, known or unknown, matured or unmatured which the City has or had or may have had against the Releasees arising out of or relating to any and all matters alleged in the Nuisance Action, including but not limited to the operation, management and ownership of the buildings that are the subject of the City's claims in the Nuisance Action;
  - 2.4 execute and deliver to Terrilee's counsel the documents attached hereto as Exhibit B (the "Vacatur Documents") and all other documents that may be necessary to vacate the Notices of Pendency the City placed against the Terrilee Building. Terrilee's undersigned counsel will hold the Vacatur Documents in escrow pending the full payment by Terrilee of the Settlement Amount to the City. Immediately upon the full payment by Terrilee of the Settlement Amount, Terrilee's counsel shall be permitted to file the Vacatur Documents with the Court and the City will cooperate with Terrilee's counsel to vacate the Notices of Pendency filed against the Terrilee Building.
3. Freid, Impulsive, Terrilee and the Terrilee Building appear by their attorneys Skadden, Arps, Slate, Meagher & Flom LLP, and Rosenberg, Calica & Birney LLP, who

represent that they are fully authorized to enter into this Settlement Agreement on behalf of Freid, Impulsive, Terrilee and the Terrilee Building.

4. The City represents to Freid, Impulsive, and Terrilee that it is authorized to enter into this Settlement Agreement and that it has the authority to bind all relevant City agencies to the terms and provisions of this Settlement Agreement.

5. Notwithstanding anything in this Settlement Agreement to the contrary, nothing contained herein shall be construed as an admission of liability of any of the matters alleged in the Actions or otherwise, and neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as or deemed in any judicial, non-judicial, arbitration or other proceeding, to be evidence of, or a presumption, concession, or admission by any Party hereto of the truth of any fact alleged or the validity of any claim that has been, could have been or in the future might be asserted against any of them, or of any liability, fault, wrongdoing or otherwise by any of them. Freid, Impulsive and Terrilee expressly deny any wrongdoing or liability and the Parties are settling the Actions solely in the interest of compromise and the avoidance of continued expense.

6. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by email of a portable document format (.pdf) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses



(or at such other address for a party as shall be specified in a notice given in accordance with this Section):

If to Freid, Impulsive, or  
Terrilee:                      Terrilee 97<sup>th</sup> St. LLC  
   132 West 47<sup>th</sup> Street  
   New York, New York 10036  
   Email: hank@impulsivegroup.com  
   Attention: Hank Freid

with a copy to (which shall  
not constitute notice):      Rosenberg, Calica & Birney LLP  
   100 Garden City Plaza # 408  
   Garden City, New York 11530  
   Email: Ron@rcblaw.com  
   Attention: Ronald J. Rosenberg

If to the City:                      Mayor’s Office of Special Enforcement  
   22 Reade Street, 4th floor  
   New York, NY 10007  
   Email: azimmerman@ose.nyc.gov  
   Attention: Aron M. Zimmerman

7.        This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to choice of law or conflicts of law principles.

8.        The execution of this Settlement Agreement shall in no way impair or limit the City from enforcing the Nuisance Abatement Law, the Multiple Dwelling Law, the Housing Maintenance Code, the Building Code, the Fire Code, or other provisions of the Administrative Code of the City of New York with respect to any violations thereof in the Terrilee Building that occur on or after the execution of this Settlement Agreement by the Parties. For the avoidance of doubt, this Settlement Agreement does permanently, finally, and forever resolve and release all existing claims asserted in the Actions and all existing notices of violations asserted in the Administrative Proceedings that the Parties have brought or could have brought against each

other relating to the advertising and occupancy for transient use (less than 30 consecutive days) of the Terrilee Building.

9. The execution of this Settlement Agreement by the City shall not be deemed approval by the City of any of Terrilee's business practices and Terrilee or its representatives shall make no representation to the contrary.

10. This Settlement Agreement shall be final and binding among the Parties and upon their respective heirs, executors, administrators, successors, assigns, parent, or subsidiary organization.

11. This Settlement Agreement constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, inducements, or conditions, oral or written, express or implied.

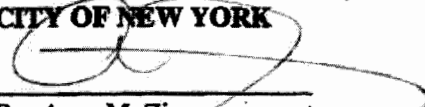
12. The Parties may execute this Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if the Parties had signed the same instrument.

13. The Parties agree that this Settlement Agreement shall be submitted to the Court, by the City, to be "So Ordered" by New York County Supreme Court Justice James E. d'Auguste.

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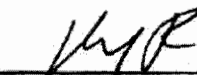
Dated: January 26, 2022

**GEORGIA M. PESTANA  
CORPORATION COUNSEL,  
CITY OF NEW YORK**

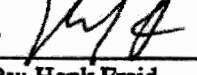
  
By: Aron M. Zimmerman  
Special Assistant Corporation Counsel  
Mayor's Office of Special Enforcement  
22 Reade Street, 4<sup>th</sup> Floor  
New York, NY 10007

Dated: January , 2022

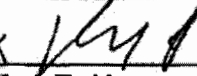
**TERRILEE 97<sup>TH</sup> ST. LLC.**

X   
By: Hank Freid  
Title: President  
132 W. 47<sup>th</sup> Street  
New York, NY 10036


**IMPULSIVE GROUP LLC.**

X   
By: Hank Freid  
Title: President  
132 W. 47<sup>th</sup> Street  
New York, NY 10036

**HANK FREID**

X   
Hank Freid  
132 W. 47<sup>th</sup> Street  
New York, NY 10036

**ROSENBERG CALICA & BIRNEY LLP**

  
By: Ronald J. Rosenberg  
100 Garden City Plaza # 408  
Garden City, New York 11530

**SO ORDERED:**

  
JAMES E. AUGUSTE, J.S.C.

(Index No. 451883/2017)

**SCHEDULE 1****270 Notices of Violation and 63 Advertising Summonses issued to Terrilee 97<sup>th</sup> St. LLC and pending before the Office of Administrative Trials and Hearings:****Notice of Violation Nos.:**

35151551M, 35151552Y, 35151553X, 35151554H, 35151556L, 35151557N,  
35151558P, 35151559R,

35137864M, 35137865Y, 35137866X, 35137867H, 35137868J, 35137905J, 35137906L,  
35137907N,

35220439Z, 35220440X, 35220441H, 35220442J, 35220443L, 35220444N, 35220445P,  
35220526R, 35220529M, 35220530J, 35220531L, 35220536K, 35220539X, 35220540N,  
35220541P, 35220542R, 35220543Z, 35220544K, 35220545M, 35220546Y,  
35220547X, 35220548H, 35220549J, 35220550R, 35220551Z, 35220552K, 35220553M,  
35220554Y, 35220555X, 35220556H,

35450280J, 35450281L, 35450282N, 35450283P, 35450284R, 35450285Z, 35444040J,  
35444041L, 35444042N, 35444043P, 35444044R, 35444045Z, 35444046K,  
35444047M, 35444048Y, 35444049X, 35450456Y, 35450457X, 35450458H,  
35450459J, 35450460R, 35450461Z, 35450462K, 35450463M, 35450464Y, 35450465X,

35462118J, 35462119L, 35462121K, 35462122M, 35462123Y,

35462596Y, 35462597X, 35462598H, 35465914Y, 35465915X, 35465916H, 35465917J,  
35465918L, 35465919N, 35465920K, 35465921M, 35465922Y, 35465923X,  
35465924H, 35466031P, 35466032R, 35466033Z, 35466034K, 35466035M,  
35466036Y, 35466037X, 35466038H, 35466039J, 35466040R, 35466041Z, 35466042K,  
35466043M, 35466044Y, 35466045X, 35466046H, 35466047J, 35466048L,  
35466049N, 35466098J, 35466099L, 35472600R, 35472601Z, 35472602K, 35472603M,  
35472604Y, 35472607J, 35472608L, 35472609N, 35472611M, 35472612Y,  
35472613X, 35472615J, 35472616L, 35472617N, 35472618P, 35472619R, 35472620Y,  
35472621X, 35472622H, 35472623J, 35472624L, 35472625N, 35462371N, 35462372P,  
35462373R, 35462374Z, 35462575P, 35462576R, 35462578K, 35462581L, 35462582N,  
35462584R, 35462588Y, 35462591P, 35462592R, 35462593Z, 35462594K,  
35462595M,

35585950H, 35585951J, 35585952L, 35585953N, 35585954P, 35585955R, 35585956Z,  
35585957K, 35585958M, 35585959Y, 35585960L, 35585961N, 35585962P,  
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35585969H, 35585970P, 35585971R, 35585972Z, 35585973K, 35585974M,  
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35585982M, 35585983Y, 35585984X, 35585985H, 35585986J, 35585987L,  
35585988N, 35585989P, 35585990M, 35585991Y, 35585992X, 35585993H, 35585994J,  
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35586027Z, 35586028K, 35586029M, 35586030J, 35586031L, 35586032N, 35586033P,

35586034R, 35586035Z, 35586036K, 35586037M, 35586038Y, 35586039X,  
35586040N, 35586041P, 35586042R, 35586043Z, 35586044K, 35586045M,  
35586046Y, 35586047X, 35586048H, 35586049J, 35586050R, 35586051Z, 35586052K,  
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35586065J, 35586066L, 35586067N, 35586068P, 35586069R, 35586070Y, 35586071X,  
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35586079K, 35586080H, 35586081J, 35586082L, 35586083N, 35586084P, 35586085R,  
35586086Z, 35586087K, 35586088M, 35586089Y, 35586090L, 35586091N,  
35586092P, 35586093R, 35586094Z.

Advertising Summons Nos.:

0195530565, 0195530574, 0195530583, 0195530592, 0195530601, 0195530610,  
0195535230, 0195535240, 0195535259, 0195530510, 0195530529, 0195530538,  
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0195530840, 0195530803, 0195535780, 0195530913, 0195535771, 0195535762, 0195530996,  
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0195524771,

0195523159, 0195523168, 0195523011, 0195523020, 0195523130, 0195523140, 0195523094,  
0195523103, 0195523112, 0195523121, 0195523030, 0195523049, 0195523058, 0195523067,  
0195523076, 0195523085.

**EXHIBIT A**

**Notices of Violation issued to Terrilee 97<sup>th</sup> St. LLC that Terrilee must cure and certify correction of within 60 days of the date this Settlement Agreement is So Ordered by the Court pertaining to the unlawful transient occupancy conditions and activities in the Terrilee Building:**

Notice of Violation Nos.:

35151551M, 35151552Y, 35151557N, 35151558P, 35151559R,

35137864M, 35137865Y, 35137866X, 35137907N,

35220439Z, 35220440X, 35220441H, 35220442J,

35450280J, 35450281L, 35450282N, 35450283P, 35450284R, 35450285Z

35462118J, 35462119L, 35462121K, 35462122M, 35462123Y.