

**4/14/2021**

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

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**COUNTY CLERK  
QUEENS COUNTY**

ALEXANDRIA GAYLE WILLIAMS and JIMMY JON  
WILLIAMS AS GUARANTOR

Index No. 713984/2020

Plaintiffs,

**TWO ATTORNEY  
STIPULATION OF  
SETTLEMENT**

-against-

4545 EAST COAST LLC

Assigned: Hon. Karina E. Alomar  
J.S.C.

Defendant

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**WHEREAS**, Alexandria Gayle Williams (“Tenant”) and Jimmy Jon Williams (“Guarantor”) commenced this action by filing a summons and complaint dated August 25, 2020 seeking rescission of a one (1) year residential free-market lease agreement (the “Lease”) she entered into with 4545 East Coast LLC (“Landlord”) to reside at 4545 Center Blvd., Apartment 3505, Long Island City, New York NY 11109 (the “Premises”) for a one (1) year term commencing April 1, 2020 and expiring March 31, 2021 (NYSCEF #1); and

**WHEREAS**, Landlord filed a verified answer with counterclaims for breach of contract against both Tenant and Guarantor dated October 9, 2020 (NYSCEF #4); and

**WHEREAS**, on or about December 14, 2020, Landlord commenced a separate summary nonpayment eviction proceeding in the Civil Court of the City of New York, Queens County entitled *4545 East Coast LLC v. Alexandria Williams* (Index No. L&T 303149/2020)(the “Nonpayment Proceeding”);

**WHEREAS**, on January 21, 2021, Landlord filed a motion for summary judgment in this action (NYSCEF #8); and

**WHEREAS**, on or about March 25, 2021, Tenant served Landlord with a notice surrendering legal possession of the Premises; and

**WHEREAS**, on April 12, 2021, the Supreme Court, Queens County (Hon. Karina E. Alomar, J.S.C) held a conference between counsel for all parties on the motion at which time the parties agreed to terms on a global settlement of all claims between the parties;

**NOW THEREFORE**, in consideration of the mutual promises, covenants and undertakings hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is hereby stipulated and agreed, by and between the parties and their respective counsel as follows:

1. All decretal paragraphs set forth above are incorporated by reference as if fully set forth herein.

2. Pursuant to the terms and conditions set forth herein, in settlement of all claims between Landlord, Tenant and Guarantor (the "Parties") from the beginning of time through the date of this Stipulation, Tenant or Guarantor agree to tender a certified check payable to Landlord in the sum of \$30,690.91 ("Settlement Funds") to be delivered to Landlord so as to be received in hand by Landlord's undersigned counsel by no later than April 20, 2021 at 5:00pm—**NO DEFAULT BEING DE MINIMUS AND TIME BEING OF THE ESSENCE.**

3. Additionally, Tenant waives any right, title and interest to her security deposit of \$4,010.00 which shall be maintained by Landlord and applied toward the \$34,700.91 in rent and additional rent owed to Landlord under the terms of the Lease through March 2021.

4. Tenant represents and warrants that: (i) the Premises have been surrendered to Landlord and no personal property remains in the apartment; (ii) she knows of no other third party with any independent possessory rights to the Apartment, and (ii) she has not assigned, pledged or encumbered or sublet the Apartment or done anything to give any other person or entity any rights with respect to the Apartment.

5. On strict condition Tenant or Guarantor timely delivers the Settlement Funds as set forth above, Owner agrees to generally release Tenant and Guarantor from any claims under the Lease from the beginning of time through the date of this Stipulation.

6. Tenant and Guarantor hereby generally and unconditionally waive and release Landlord, their agents, members, partners, assigns, attorneys, managers, officers and directors from any and all claims each has or may have against it from the beginning of time through the date of this Stipulation. Tenant and Guarantor also withdraw their complaint and all allegations set forth therein seeking to rescind the Lease with prejudice.

7. Any material personal property in the Apartment shall be deemed abandoned (the "Abandoned Property") and Owner or its designees may immediately dispose of same in any manner without liability to it.

8. In the event Tenant or Guarantor timely delivered the Settlement Funds to Landlord in accordance with this Stipulation, then Landlord shall within the Nonpayment Proceeding a notice of discontinuance by no later than April 30, 2021.

9. In the event Tenant or Guarantor fail to timely deliver the Settlement Funds to Landlord for any reason, then Landlord shall have the right to restore this action

to the Court's active calendar by notice of motion on eight (8) days notice wherein Defendant shall be entitled to entry of a monetary judgment in the sum of \$50,000.00 against both Tenant and Guarantor jointly and severally. Neither Tenant nor Guarantor shall have any defense to the entry of judgment if the Settlement Funds are not paid to Landlord, in certified funds in accordance with the terms of this Stipulation.

10. Tenant and Guarantor agree that they shall not seek to modify or amend this Stipulation in anyway.

11. The Supreme Court of New York, Queens County (Hon. Karina E. Alomar, J.S.C) shall retain jurisdiction over this action including but not limited to any motion practice seeking to enforce the terms of this Stipulation.

12. The acceptance by either party of partial performance of any of the terms and conditions of this Stipulation shall not constitute a Stipulation, express or otherwise, to modify, change or alter the Stipulation or constitute a waiver by or estoppel against that party to insist upon full and complete performance of the terms of the Stipulation as written.

13. It is specifically understood and agreed by and between the parties that this Stipulation is the result of extensive negotiations between the parties and that both parties shall be deemed to have drawn these documents in order to avoid any negative inference by any court as against the preparer of the document.

14. The parties represent and warrant to each other that they: (a) have reviewed with their undersigned counsel and fully understand, each and every provision of this Stipulation; (b) freely and of their own volition have retained undersigned counsel to represent them in connection with this proceeding and the negotiation and execution

of this Stipulation; (c) therefore are fully aware of the voluntarily, knowingly and intentionally executed and delivered this Stipulation intending to be fully bound without any threat, harassment, other improper inducement or other improper conduct.

15. This Stipulation supersedes and revokes all previous negotiations, arrangements, letters of intent, representations, and information conveyed, whether oral or in writing, between Tenant, Guarantor and Landlord or their respective representatives or any other person purporting to represent Tenant, Guarantor or Landlord. All prior statements, understandings or memoranda shall be merged into the terms of this Stipulation and shall not survive. Except as otherwise provided in this Stipulation, no subsequent alteration, amendment, change or addition to this Stipulation shall be binding upon Tenant and Owner unless in writing and signed by the party against whom enforcement of the alteration, amendment, change or addition is sought.

16. If any term, covenant, or condition of this Stipulation or its application to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each term shall be valid and enforceable to the fullest extent permitted by law.

17. Facsimile, electronic or PDF signatures shall be deemed originals herein. This Stipulation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

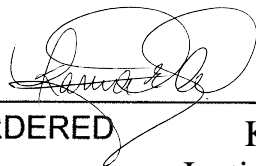
Dated: New York, New York  
April 12, 2021

SDK HEIBERGER, LLP  
Attorneys for Plaintiff and Guarantor

BELKIN BURDEN GOLDMAN LLP  
Attorneys for Defendant

By: \_\_\_\_\_  
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New York, NY 10017

By: Scott Loffredo  
Scott F. Loffredo, Esq.  
270 Madison Avenue, 5<sup>th</sup> Floor  
New York, New York 10016



SO ORDERED \_\_\_\_\_  
Karina E. Alomar  
Justice of the Supreme Court

**FILED**

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