

Riskin v Cumberbatch
2020 NY Slip Op 32335(U)
July 10, 2020
Supreme Court, Kings County
Docket Number: 504200/2020
Judge: Bruce M. Balter
Cases posted with a "30000" identifier, i.e., 2013 NY Slip Op <u>30001</u> (U), are republished from various New York State and local government sources, including the New York State Unified Court System's eCourts Service.
This opinion is uncorrected and not selected for official publication.

At IAS Part 13 of the Supreme Court of the
State of New York, Kings County, 320 Jay
Street, Brooklyn, New York 11201, on the
10th day of July, 2020

PRESENT: Hon. BRUCE M. BALTER
JUSTICE OF THE SUPREME COURT

SUPREME COURT STATE OF NEW YORK
COUNTY OF KINGS

MARTIN RISKIN, GRACE TURKISHER a/k/a
GRACE RISKIN, and NEL-DEL REALTY
ASSOCIATES, LLC,

Index No. 504200/2020

ORDER AND JUDGMENT

Plaintiffs,

-against-

NICOLE CUMBERBATCH,

Defendant.

WHEREAS, by order dated February 4, 2020 an inquest was ordered to be held in favor of plaintiffs Martin Riskin, Grace Turkisher a/k/a Grace Riskin, and Nel-Del Realty Associates, LLC and against defendant Nicole Cumberbatch; and,

WHEREAS, due to the COVID-19 crisis a remote conference was scheduled by the Court and presided over by Hon. Bruce M. Balter on May 13, 2020, and attended by Ravi Batra, Esq. of The Law Firm of Ravi Batra, P.C. as counsel for the plaintiffs; and, Robert Rambadadt, Esq. of the Rambadadt Law Office, as counsel for defendant Nicole Cumberbatch, the Court scheduled an inquest for June 17, 2020; and,

WHEREAS Justice Balter amended said May 13, 2020 ruling to delete an "in person" inquest and in its place ordered a "virtual" inquest, consistent with Chief Judge DiFiore and Chief Administrative Judge Marks' mandates resulting from the COVID-19 crisis and the closure of the Courthouses, the parties were notified by the Court on June 12, 2020. Plaintiffs uploaded inquest exhibits on June 12, 2020 and on June 15, 2020, and defendant Nicole Cumberbatch uploaded exhibits on June 13, 2020.

WHEREAS, the parties all had notice of the inquest and were afforded an opportunity to be heard; and,

WHEREAS, on June 17, 2020, a remote inquest was held to completion in this action;
and,

WHEREAS, at the inquest the plaintiffs appeared solely by Ravi Batra, Esq. of The Law Firm of Ravi Batra, P.C., and defendant Nicole Cumberbatch appeared solely by Robert Rambadadt, Esq. of the Rambadadt Law Office; and,

WHEREAS, at the inquest the plaintiffs provided sworn admissible testimony of the united-in-interest plaintiffs by way of the sworn statement of Martin Riskin, pursuant to 22 NYCRR 202.46(b), sworn to June 16, 2020, and as specifically authorized by the February 4, 2020 Order and Judgment; and,

WHEREAS, by way of the sworn statement of Martin Riskin pursuant to 22 NYCRR 202.46(b), sworn to June 16, 2020, Martin Riskin established expertise and nearly 70 years of extensive experience in the fields of real estate management, development, and valuation; and,

WHEREAS, at the inquest, the plaintiffs provided the sworn admissible testimony of the united-in-interest plaintiffs by way of the Verified Amended Pleading (NYSCEF Doc. 2, 52), which pleading was personally verified by each of the plaintiffs and serves as an affidavit pursuant to C.P.L.R. Rule 105(u); and,

WHEREAS, at the inquest the plaintiffs offered the following documents which were received in evidence and considered by the Court:

Inquest Ex. No.	Brief Description
	<u>Pleading Exhibits</u>
1	Bookmarked Amended Pleading served September 14, 2017, with 68-Exhibits;
1A	Table of 68-Exhibits appended to the Amended Pleading;
1B	Paginated Table of 68-Exhibits appended to the Amended Pleading;
	<u>Property Tax and Water Payment Exhibits(2005 & 2020)</u>
2	Property Tax and Water Payments by plaintiff Nel-Del Realty Associates LLC;

- 3 NYC Department of Finance "tax lien" sale documentation dated February 2020, concerning property taxes due with respect to 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York);
- 4 Receipt for February 14, 2020 payment of property taxes on behalf of plaintiff Nel-Del Realty Associates, LLC, by Ravi Batra, Esq., to stop tax lien sale;

Three Exhibited Stipulations between the Parties

- 5 Stipulation between the parties to this action dated December 20, 2017 and related emails;
- 6 Stipulation between the parties to this action dated January 12, 2018 providing for a conditional default and admissions by defendant Nicole Cumberbatch, and an Inquest (¶¶ 1, 4-7);
- 7 Stipulation between the parties to this action dated January 25-26, 2018, whereby defendant Nicole Cumberbatch admitted each and every allegation in the plaintiffs' Verified Amended Pleading and consented to Judgment and Inquest (¶¶ 1, 6, 7, 10);

Exhibited Orders of Hon. Karen B. Rothenberg, Justice of the Supreme Court, Entered June 29, 2018 and March 5, 2019, Leading to the Order and Judgment

- 8 Order of the Supreme Court, Kings County (Rothenberg, J.), entered June 29, 2018, with Notice of Entry, which amongst other things directed entry of a judgment against defendant Nicole Cumberbatch given her January 25-26, 2018 stipulated-to admissions, and an Inquest on damages;
- 9 Order of the Supreme Court, Kings County (Rothenberg, J.), entered March 5, 2019, with Notice of Entry, which amongst other things denied defendant Nicole Cumberbatch's motion to reargue the Order entered June 29, 2018 - after a transcribed argument of almost 4 hrs on January 24, 2019;

**Exhibits Concerning Defendant Nicole Cumberbatch
Impersonating Plaintiff Nel-Del Realty Associates, LLC**

10 Documents related to defendant Nicole Cumberbatch impersonating plaintiff Nel-Del Realty Associates LLC;

11 Documents related to defendant Nicole Cumberbatch causing the City of New York to change the mailing address in its records for plaintiff Nel-Del Realty Associates, LLC to defendant Nicole Cumberbatch's attention at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York);

Exhibited Transcript of January 24, 2019 Oral Argument before Justice Rothenberg Underlying Order Entered March 5, 2020

12 Transcript of oral argument before Hon. Karen B. Rothenberg on January 24, 2019;

Exhibited Images of 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York)

13 Images of and near 764 Nostrand Avenue, Brooklyn, New York a/k/a 844 Sterling Place, Brooklyn, New York) taken on March 4, 2020;

Exhibited Overview of Deposition Testimony in 2015 and 2016 by Defendant Nicole Cumberbatch

14 Overview of sworn deposition testimony by defendant Nicole Cumberbatch in 2015 and 2016; and,

WHEREAS, at the inquest the defendant offered the following documents, and over the objection of plaintiff Nel-Del Realty Associates, LLC to defendants Inquest Exhibit A and Inquest Exhibit D, which were all received in evidence and considered by the Court:

NYSCEF Doc. No.	Inquest Ex. No.	Brief Description
65	A	Emails regarding defendant Nicole Cumberbatch's refusal to settle and her cross-motion to dismiss, which was untimely and barred by ¶ 1 of the stipulation dated January 25-26, 2018;

- 66 B Putative deed, relying upon Referee Tafuri's September 27, 2000 deed - itself void, *ab initio* - as it, *inter alia*, recited the wrong mortgage held by Greenpoint (NYSCEF Doc. 52 [Inquest Exhibit 1] Ex. 37 Reel 2259/Pages 1432-1438, pp. 754-760), not Riskin's second mortgage actually foreclosed (NYSCEF Doc. 52 [Inquest Exhibit 1] Ex. 37 Reel 2250/Pages 334-337, pp. 748-751), and for which Greenpoint-mortgage Tafuri was not appointed a Referee to Sell, purporting to convey title to 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) to defendant Nicole Cumberbatch (Id. at Reel 5107/Pages 1446-1449, pp. 780-783, recorded 3/20/2001), which deed was cancelled as void by the Order and Judgment dated February 4, 2020 (NYSCEF Doc. 1);
- 67 C Putative mortgage on 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York), (NYSCEF Doc. 52 [Inquest Exhibit 1] Ex. 37, Reel 5107/Pages 1450-1462, recorded 3/20/2001, Pp. 784-796), which the Order and Judgment dated February 4, 2020 (NYSCEF Doc. 1) confirmed was made without authority, to cloud title to the property, and was cancelled; and,
- 68 D A putative information only title search concerning 764 Nostrand Avenue, Brooklyn, New York, which title search does not reflect the Order and Judgment dated February 4, 2020 cancelling any putative deeds to 764 Nostrand Avenue Realty Corp. and Nicole Cumberbatch as void; and,

WHEREAS, plaintiff Nel-Del Realty Associates, LLC offered and the Court accepted and considered a trial memorandum dated June 15, 2020; and,

WHEREAS, defendant Nicole Cumberbatch offered, and the Court accepted and considered Robert Rambadadt, Esq.'s correspondence dated June 16, 2020; and,

WHEREAS, plaintiff Nel-Del Realty Associates, LLC offered, and the Court accepted and considered Ravi Batra, Esq.'s reply-correspondence dated June 16, 2020, and as amended, on June 16, 2020; and,

WHEREAS, plaintiff Nel-Del Realty Associates, LLC offered, and the Court accepted and considered correspondence dated June 17, 2020 regarding RPAPL § 1521(1) "to award possession," in conjunction with the sixth claim against defendant Nicole Cumberbatch for RPAPL § 1521(1) indemnification (NYSCEF Doc. 78); and,

WHEREAS, at the inquest, based upon a review and consideration of the entirety of the record, plaintiff Nel-Del Realty Associates LLC has established its entitlement to the damages sought in the Verified Amended Pleading, which included valuation-facts that were admitted by defendant Nicole Cumberbatch and such Cumberbatch-admissions verified by defendant Nicole Cumberbatch's attorney Rambadadt in the January 25-26, 2018 stipulation [Inquest Exhibit 7] ¶¶ 1, 4-7, 10) with respect to the Verified Amended Pleading served September 14, 2017 [Inquest Exhibit 1]);

WHEREAS, while none of the parties, aside from counsel appeared for the inquest, and,

WHEREAS, defendant Nicole Cumberbatch did not provide any evidence to rebut plaintiff Nel-Del Realty Associates, LLC's proof of damages, which damages and valuation-facts defendant Nicole Cumberbatch had already admitted to in 2018 by her two prior stipulations dated January 12, 2018 [Inquest Exhibit 6]) and January 25-26, 2018 [Inquest Exhibit 7]); and,

WHEREAS, the instant action had been designated a third-party action in the matter entitled *Singer, et. al. v. Riskin, et. al.*, Kings County Supreme Court Index No. 15812/2001 and by Order and Judgment dated February 4, 2020 the instant action was severed from *Singer, et. al. v. Riskin, et. al.*, Kings County Supreme Court Index No. 15812/2001, and was assigned the above captioned Index No. 504200/2020; and,

WHEREAS, by the parties' January 25-26, 2018 stipulation, defendant Nicole Cumberbatch acknowledged that she affirmatively "admits all of the factual allegations made in the Riskins' Verified Amended Pleading served September 14, 2017, for all purposes, as if she had timely and properly answered the Riskins' Verified Amended Pleading by admitting all factual allegations." (NYSCEF Doc. 59 [Inquest Exhibit. 7] ¶ 1), and such "global-admission" was verified by Cumberbatch's attorney (*Id.* ¶ 10); and

WHEREAS, by way of the February 4, 2020 Order and Judgment, the Court effectuated Justice Rothenberg's prior Orders entered June 29, 2018 [Inquest Exhibit 8]) and March 5, 2019 ([Inquest Exhibit 9]) and determined that:

a. since December 22, 2000, defendant Nicole Cumberbatch does not now and has never had any right, title, or interest in 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York);

b. plaintiff Nel-Del Realty Associates LLC is the rightful owner of all right, title, and interest in 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York);

c. plaintiff "Nel-Del Realty Associates, LLC holds the valid claim to title to the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York), in fee simple absolute;"

d. "that any claim of title and/or interest by Nicole Cumberbatch to the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) has been adjudged invalid;"

e. "that any claims of title and/or interest by 764 Nostrand Avenue Realty Corp. to the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) has been conceded by 764 Nostrand Avenue Realty Corp. to have been invalid and any such claim has been adjudged invalid;"

f. "that Nicole Cumberbatch, her agents, employees, personnel, corporations, businesses, heirs, executors, administrators, insurers, successors and assigns be forever barred from asserting any claim to an estate or interest in the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) contrary to that adjudged" in the February 4, 2020 Order and Judgment (NYSCEF Doc. 1);

g. "that 764 Nostrand Avenue Realty Corp., its agents, employees, personnel, officers, directors, members, heirs, executors, administrators, insurers, successors and assigns be forever barred from asserting any claim to an estate or interest in the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) contrary to that adjudged" in the Order and Judgment dated February 4, 2020 (NYSCEF Doc. 1);

h. "that every person or entity claiming under Nicole Cumberbatch any right or interest in the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) be forever barred from asserting such claim to an estate or interest, the invalidity of which is established. . .";

i. "that every person or entity claiming under 764 Nostrand Avenue Realty Corp. any right or interest in the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York), be forever barred from asserting such claim to an estate or interest, the invalidity of which is established. . .";

j. "that any conveyance, deed, mortgage, or other lien or encumbrance inconsistent with the transfer of title to and ownership in fee simple absolute of the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York), first to Martin Riskin on December 22, 2000, and then from Martin Riskin to Ncl-Dcl Realty Associates LLC, on December 22, 2000, is cancelled;"

k. "that the Clerk of the County of Kings and the New York City Register for the County of Kings, Borough of Brooklyn, are authorized, directed and mandated to cancel of record any conveyance, deed, mortgage, lien or other encumbrance of the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York purporting to convey any title to 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York), or encumber or lien 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) to or for 764 Nostrand Avenue Realty Corp. and/or Nicole Cumberbatch, including, but not necessary limited to:

<u>Reel/Page</u>	<u>Recording Date</u>	<u>Document</u>
5107/1440	3/20/2001	Putative Referee's Deed from Peter Tafuri, as Referee, to 764 Nostrand Avenue Realty Corp. (all based upon a fraudulent "cut and paste" assignment of mortgage, wherein Singer's putative assignee, Olin Realty Corp., was not yet even created) [and (Referee Tafuri's September 27, 2000 deed was void <i>ab initio</i> - as it <i>inter alia</i> recited the wrong mortgage held by Greenpoint (NYSCEF Doc. 52 [Inquest Exhibit 1] Ex. 37 "Reel 2259/Pages 1432-1438, pp. 754-760), not Riskin's second mortgage actually foreclosed (NYSCEF Doc. 52 [Inquest Exhibit 1] Ex. 37 Reel 2250/Pages 334-337, pp. 748-751), and for which Greenpoint-mortgage Tafuri was not appointed a Referee to Sell)] [<i>matter in brackets added for clarity</i>],
5107/1446	3/20/2001	Putative Deed from 764 Nostrand Avenue Realty Corp. to Nicole Cumberbatch; and,
5107/1450	3/20/2001	Putative Mortgage, and any Related Note and/or Rider(s), Identifying Nicole Cumberbatch as Mortgagor, and 764 Nostrand Avenue Realty Corp. as Mortgagee;

1. it is "ORDERED that title to the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) is vested in fee simple absolute to Nel-Del Realty Associates LLC;" and,

WHEREAS, the predicate for the Court's February 4, 2020 order, and damages found at the June 17, 2020 inquest, resulting in this money judgment and RPAPL § 1521(1) award of indemnification costs and award of possession judgment results from defendant Nicole Cumberbatch having admitted, and the Court having found that:

a. plaintiff Nel-Del Realty Associates LLC has been the rightful owner of all right, title, and interest in 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) since conveyance of a deed to it on December 22, 2000 by Martin Riskin;

b. plaintiff Martin Riskin was the rightful owner of all right, title, and interest in 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) from not later than January 13, 1993 until he conveyed title to plaintiff Nel-Del Realty Associates LLC on December 22, 2000;

c. defendant Nicole Cumberbatch knowingly engaged in a scheme to fraudulently and deceitfully obtain a putative deed to the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) from Ted Singer and businesses that he owned, including, but not limited to 764 Nostrand Avenue Realty Corp., Jiffy Realty Corp., and Olin Realty Corp, none of whom ever held any valid right, title, or interest in the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York);

d. as part of the scheme to fraudulently and deceitfully obtain a putative deed to the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York), defendant Nicole Cumberbatch admitted that she:

i. knew that on January 19, 1988, Martin Riskin invested monies on a first mortgage on 764 Nostrand Avenue, Brooklyn, New York property, then Owned by Ciro (a/k/a Jerry) Nocerino's corporation, 209-211 Realty Corp. (NYSCEF Doc. 52 [Inquest Ex. 1] ¶¶ 1P(1), 17(d),(37) at Reel 2162/Pages 2291-2394, pp. 744-747);

ii. knew that on July 7, 1988, by Ciro (a/k/a Jerry) Nocerino sold 764 Nostrand Avenue, Brooklyn, New York, to George Henry, who wanted a first mortgage from Greenpoint and needed Martin Riskin to go from holder of the first mortgage to holder of the second mortgage, "behind" Greenpoint's first mortgage, which Martin Riskin did by issuing a satisfaction of the first mortgage and taking a second mortgage. [Inquest Exhibit 1] ¶¶ 1G(B(1),(B(2)))1P(2)-(5), 17(d)-(e), 90-95, Exs. (37) at Reel 2250/Pages 334-337 pp. 748-751; Reel 2259/Pages 1430-1439, pp. 752-760, Reel 2259/Pages 1979- 1980 pp. 761-762, (47) pp. 857-859);

iii. knew that on November 15, 1989, George Henry executed a Modification Agreement with Martin Riskin to increase the amount of the mortgage and to give additional collateral, for a total of three properties: 764 Nostrand Avenue, 129 East 39th Street, and 7 Alice Court, each in Brooklyn, New York, and recited at ¶ 1(a) of the modification that unpaid interest had accrued which was being added to the principal owed to Martin Riskin. [Inquest Exhibit 1] Ex. 37 Reel 2503/Pages 1337-1342, pp 763-768);

iv. knew that in 1990, Martin Riskin had attorney Jerald DeSocio commence a foreclosure action against George Henry, captioned as *Riskin, et. al. v. Henry, et. al.*, assigned Kings County Index No. 30885/1990, where after a June 17, 1991 Final Judgment of Foreclosure and Sale, at a foreclosure sale court appointed Referee Peter Tafuri sold the three properties to Martin Riskin, individually; [Inquest Ex. 1] ¶¶ 1G(B2), 1P(6), 1Q-S, 1U-V, 1Y(f)-(g), 2(8), 14, 80, 96-97, 101-102, 110-111, 160-166, Exs. 38, 58) and post-sale, Riskin sold the 129 East 39th Street property by assigning his bid to Roosevelt Carrington, Claudette Carrington, and Anthony Foster, for which Referee Tafuri issued his deed on January 13, 1993, and as to 764 Nostrand Avenue and 7 Alice Court, Referee Tafuri issued his deeds to Martin Riskin, as sworn to in ¶ THIRD of the judicially confirmed Referee's Report of Sale. [Inquest Ex.1] 1Q, 1Z(f)-(g), Exs. 38, 49, 58);

v. knew that in late 2000, James Mercaldo informed Martin Riskin that Ted Singer, Riskin's property manager for 764 Nostrand Avenue, was trying to steal Martin Riskin's title and sell it. [Inquest Exhibit 1] ¶¶ 1V, 85, 102);

vi. knew that on December 22, 2000, James Mercaldo got a Referee's Replacement Deed issued to Martin Riskin, and Martin Riskin transferred title to Nel-Del Realty Associates, LLC that same day, each recorded sequentially on December 27, 2000. [Inquest Exhibit 1] ¶¶ 1G(B2), 1P(6)-(7), 1Q-Y(f)-(g), 2(8), 14, 42, 80, 96-97, 101-103, 110-111, 144, 158, 163-167, 169-170; Ex. 37, Reel 5038/Pages 654-658, pp. 769-773);

vii. knew that on July 25, 2000, Ted Singer obtained an Order to Show Cause in Supreme Court, Kings County, in *Riskin v. Belinda*. Kings County Index No. 48555/1998, endorsed by Justice Larry Martin, which supporting papers by Singer contained an altered "Exhibit E" (Header pp. A199-201) which was an 8-paragraph document when signed by Martin Riskin and notarized by attorney Jerald DeSocio - but when submitted to the Court by Sol Mermelstein, on behalf of Ted Singer, as an exhibit to the Order to Show Cause, the 8th paragraph was deleted, *ex post facto*. (NYSCEF Doc. 52 [Inquest Exhibit 1] ¶¶ 1G(A), 1G(2),(3), 1L(b)-(c), 2(18), Exs. 14 pp. 331-333 vs. Exs. 27, 28, and 29 with ¶ 8: "8. This agreement shall become effective only upon execution by all three (3) parties hereto", and Ex. 25 DeSocio's EBT testimony confirming the fraudulent ¶ 8 *ex post facto* deletion by Singer and Mermelstein);

viii. knew that 2 days later, on July 27, 2000, Ted Singer, who has no right, title, or interest in the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York, via his then attorney Sol Mermelstein, sent his purported contract for sale, with riders,

to putatively sell fee simple absolute title to 764 Nostrand Avenue to Nicole Cumberbatch and her mother, Gloria Wilson, via one of his business entities, Jiffy Realty Corp. [Inquest Exhibit 1] ¶¶ 1G(B1), 1U, 1AB(1),(12)-(13), 77, 80, 101, 116, 118, 168, 184; Exs. 51, 62,63);

ix. knew that on September 27, 2000, Ted Singer, via his then attorney Sol Mermelstein, formed a New York State corporation named 764 Nostrand Avenue Realty Corp., which Singer used to deceive attorney Jerald DeSocio into believing that this entity was a corporation owned by Martin Riskin, and had DeSocio get Referee Tafuri to issue a replacement deed (in place of the lost/misplaced Referee's Deed to Martin Riskin of January 13, 1993), which DeSocio got done by inadvertently, but fortuitously, creating an incorrect deed which recited the wrong Greenpoint first mortgage [Inquest Exhibit 1] Ex. 37 Reel 2259/Pages1432-1438, pp. 754-760) as being foreclosed, and not Martin Riskin's second mortgage [Inquest Exhibit 1] Ex. 37 Reel 2250/Pages334-337, pp. 748-751) - and after Tafuri's signature gave the deed to Ted Singer. (NYSCEF Doc. 52 ¶¶ 1G(B2), 1S, 1U, 13, 77, 101, 106-128, 146, 153, 161-193, Exs. 37 at Reel 5107/Pages1440-1445, pp. 774-779, 56, 63); and, on February 26, 2003, attorney DeSocio sent a letter to Judicial Hearing Officer Luigi Marano listing the 764 Nostrand Avenue property file as a "Riskin" matter. (*Id.* at Ex. 45 at p. 847-848);

x. knew that on December 23, 1998, a global settlement had occurred between Ted Singer and Martin Riskin, with the aid of attorney Jerald DeSocio's "good offices," and an Agreement was signed wherein Ted Singer agreed he owed Martin Riskin \$724,138.00 in connection to various properties, including 764 Nostrand Avenue, Brooklyn, New York, and that upon paying Martin Riskin, Riskin would release two unrelated mortgage-assignments from escrow with DeSocio to Singer. [Inquest Exhibit 1] ¶¶ 1L(c)-(e),(g), 9, 11, 40, 57-59, 61-62, 69; Exs. 30-31);

xi. knew that on October 26, 2000, after several hours the putative "closing" between Jiffy Realty Corp. to defendant Nicole Cumberbatch was "busted" due to a break in the "chain of title," as identified by the title company in its report as no title was ever recorded to Jiffy Realty Corp. or 764 Nostrand Avenue Realty Corp., and that creating a new contract between 764 Nostrand Avenue Realty Corp. as seller in place of Jiffy Realty did not permit a successful closing, that the closing was never completed because of the break in the "chain of title" was never remedied, that there was never any rescheduling of the closing and that she never attended a rescheduled closing.[Inquest Exhibit 1] ¶¶ 1G(B1)-(B2), 1K(c), 1P(9)-(10), 1U,1W, 1Z(1), 1AA (1), 1AB(6), 42, 77, 80, 117, 131; Exs. 51, 56-57, 59-80, 62-63);

xii. knew that on May 1, 2001, Ted Singer commenced a lawsuit against, amongst others, Martin Riskin (*Singer, et. al. v. Riskin, et. al.*, Kings County Index No. 15812/2001) and by his personally verified complaint Singer affirmatively alleged, under oath, that Riskin "failed and refused to assign" to Singer the note and mortgage on 764 Nostrand Avenue, Brooklyn, New York [Inquest Exhibit 1] Ex. 2 ¶¶ 36, 54).

xiii. knew that on May 20, 2003, Ted Singer again sued, *inter alia*, Martin Riskin, and added Nicole Cumberbatch as a defendant, in an action captioned *Singer, et. al. v. Riskin, et. al.*, Kings County Index No. 18886/2003 [Inquest Exhibit 1] Ex. 20), after both Ted Singer and Nicole Cumberbatch have filed insurance claims with Fidelity Title Insurance Company, and Singer and Cumberbatch collectively collected \$315,000.00 on their phony deed and mortgage insurance claim - when the transaction never closed and neither ever had title. (*Id.* Ex. 43);

xiv. knew that on February 6, 2008, Ted Singer commenced another action against Martin Riskin (*Singer, et. al. v. Riskin*, Kings County Index No. 3972/2008), wherein for the first time Singer exhibited an *ex post facto* fabricated, "cut and paste" instrument, purportedly dated February 1, 1989, purporting to be an assignment of a first mortgage, when it is really a second mortgage from George Henry to Martin Riskin purportedly being assigned to Singer's Olin Realty Corp. [Inquest Exhibit 1] Ex. 42), when Olin Realty Corp. had not even been formed yet as it was created later, on March 3, 1989 (*Id.* Ex. 35 p. 716); and, that the lawsuit was dismissed by order of the Supreme Court, Kings County, Hon. Michael Ambrosio, dated June 22, 2009 (*Id.* Ex. 6);

xv. knew that on July 20, 2009, Senior United States District Judge Frederic Block dismissed a federal lawsuit commenced by Ted Singer against Martin Riskin (*Singer v. Riskin*, EDNY Case No. 07-CV-5036(FB)(RER)), where Singer was demonstrated to have used altered documents and committed perjury, warning Singer that the District Court's caveats were "sufficient to dissuade Singer from attempting to use the federal judiciary as a tool of harassment," and resulting in Singer's then attorney, Richard Tannenbaum, from withdrawing as Singer's counsel. [Inquest Exhibit 1] ¶ 1G(C2), Ex. 12); and, previously, then the late Chief Bankruptcy Judge Conrad Duberstein told Singer, in pertinent part: "I don't believe you. You can sue me. Here's the order. . ." (*Id.* ¶¶ 1G, 1G(C2), 1G(C2)(4), Ex. 12 [Header p. A356], p. 240, Ex. 15 [Header p. A356], p. 360);

xvi. knew that the fraudulent February 1, 1989 assignment of a mortgage had been created, *ex post facto*, years after the 2001 lawsuit, *Singer, et. al. v. Riskin, et. al.*, assigned Index Kings County Index No. 15812/2001, by "cutting and pasting" documents [Inquest Ex. 1 (42)] pp. 822-824) and that the putative assignee, Olin Realty Corp., had not yet even been formed at the time of the fabricated assignment, as it was incorporated on March 3, 1989 [Inquest Ex. 1 (35)] p. 716);

xvii. knew that such *ex post facto* created deed was created with a putative deed that had blank jurat page, but an "allonge"-acknowledgment pages were added Inquest Exhibit 1] ¶¶ 1G(B2), 1P(9), (10), 1U, 1AA(1), 42, 77, 101-102, 106, 120-131, 171-193; Ex. 37 at Reel 5107/Pages 1446-1449, pp. 780-783) and that months later the putative deed was issued by 764 Nostrand Avenue Realty Corp., an entity with no right, title, or interest in the premises;

e. as part of her scheme to fraudulently and deceitfully acquire and continue to maintain the color of title to the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York), defendant Nicole Cumberbatch:

i. caused and permitted a putative deed to the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) from 764 Nostrand Avenue Realty Corp., to be recorded with the New York City Register, while knowing that such deeds jurat was issued by an entity with no right, title, or interest in the premises;

ii. caused and permitted a putative deed to the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) from 764 Nostrand Avenue Realty Corp., to be recorded with the New York City Register, while knowing that no right, title, or interest in the premises was conveyed by the putative deed to Nicole Cumberbatch;

iii. caused and permitted a putative deed to the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) from 764 Nostrand Avenue Realty Corp., to be recorded with the New York City Register, knowing that such invalid deed was an improper cloud on plaintiff Nel-Del Realty Associates LLC's rightful title, and this judgment results from such conduct;

iv. caused and permitted a putative mortgage on the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) from 764 Nostrand Avenue Realty Corp., to be recorded with the New York City Register, while knowing that she had no right or title to collateralize the premises, and this judgment results from such conduct;

v. caused and permitted a putative mortgage on the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) from 764 Nostrand Avenue Realty Corp., to be recorded with the New York City Register, while knowing that such putative mortgage was an improper cloud on plaintiff Nel-Del Realty Associates LLC's rightful title, and this judgment results from such conduct;

vi. caused and permitted false documentation to be submitted to government authorities, including agencies of the City of New York, to provide the false impression that she was a representative of and was acting for and on behalf of plaintiff Nel-Del Realty Associates, LLC, and this judgment results from such conduct;

vii. caused and permitted false documentation and representations to be submitted to government authorities, including agencies of the City of New York, to cause the City of New York to change the address of record for plaintiff Nel-Del Realty Associates, LLC from its

correct address to the attention of defendant Nicole Cumberbatch, at 764 Nostrand Avenue, Brooklyn, New York, and this judgment results from such conduct;

f. in order to protect its interests in the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York), Nel-Del Realty LLC has caused property taxes and water charges associated with the property to be paid, and this judgment results from such payment-failures by defendant Nicole Cumberbatch requiring payment by plaintiff Nel-Del Realty Associates, LLC;

g. defendant Nicole Cumberbatch obtained the property of plaintiff Nel-Del Realty Associates, LLC at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) by (a) false pretense; (b) false representations; and, (c) actual fraud, and this judgment results from such conduct; and,

h. defendant Nicole Cumberbatch obtained the property of plaintiff Nel-Del Realty Associates, LLC, to which plaintiff Nel-Del Realty Associates, LLC has consistently had a valid right, through larceny and this judgment results from such conduct; and,

i. defendant Nicole Cumberbatch willfully and maliciously injured plaintiff Nel-Del Realty Associates, LLC and the property of plaintiff Nel-Del Realty Associates, LLC, and this judgment results from such conduct; and,

j. defendant Nicole Cumberbatch, individually, and by way of a restaurant business she owns, controls, and operates as a sole-proprietorship, doing business as (i) Gloria's; (ii) Gloria's Caribbean Cuisine; (iii) Gloria's In & Out III; (iv) Gloria's # 3; (v) other derivations of the name "Gloria's"; and, (vi) Nicole Cumberbatch, a/k/a Nicole W. Cumberbatch, a/k/a Nicole W. Cumberbatch-Cox, a/k/a Nicole W. Cumberbatch Cox:

i. since December 22, 2000, has been continuously, knowingly, and wrongfully trespassing upon and within the real property and improvements owned by Nel-Del Realty Associates LLC at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York), and this judgment results from such conduct;

ii. remains in unlawful possession of 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York), and this judgment results from such conduct;

iii. has never paid any of the plaintiffs any consideration or monies for using and occupying 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York), and this judgment results from such conduct;

iv. has never had permission or authority to enter, remain, use, or occupy 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York), and this judgment results from such conduct;

v. have not paid, or caused to be paid, any of the property taxes and water charges associated with the real property and improvements, since taking possession of 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York), and this judgment results from such conduct;

k. Nicole Cumberbatch's actions had a high degree of moral culpability which manifested a conscious disregard of the rights of the plaintiffs, including plaintiff Nel-Del Realty Associates, LLC; and,

WHEREAS, the Court finds that plaintiff Nel-Del Realty Associates, LLC, in order to further protect its interests in the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York), and to prevent a tax lien foreclosure by the City of New York, Nel-Del Realty, LLC caused property taxes associated with the property to be paid as recently as February 14, 2020, and this judgment results from such conduct; and now,

It is ORDERED AND ADJUDGED that:

1. Pursuant to RPAPL 1521(1), full and exclusive possession of the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) is hereby awarded, forthwith, to plaintiff Nel-Del Realty Associates LLC, without limitation and for all purposes;

2. Given defendant Cumberbatch's attorney Robert Rambadadt's representation during the inquest that defendant Cumberbatch cannot pay the damages admitted to by her, defendant Nicole Cumberbatch (a/k/a Nicole W. Cumberbatch, a/k/a Nicole W. Cumberbatch-Cox, a/k/a Nicole W. Cumberbatch Cox) is Ordered and Directed to not remove, damage, waste, destroy the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) and all chattels, fixtures, business and personal items, items owned by Nicole Cumberbatch or by her business entities, located at or within at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) and at any other place, and other real property and improvements owned by Nicole Cumberbatch, including, but in no way limited to 1553 Eastern Parkway, Brooklyn, New York 11233, as testified to by Nicole Cumberbatch and included in the pleading she admitted to [Inquest Exhibit 1(67) pp. 1020-1024];, to be seized and auctioned by the New York City Sheriff and/or New York City Marshal in furtherance of the satisfaction of this judgment, as well as the February 4, 2020 Order and Judgment, for money damages in the amount of \$1,750.00.;

3. Defendant Nicole Cumberbatch (a/k/a Nicole W. Cumberbatch, a/k/a Nicole W. Cumberbatch-Cox, a/k/a Nicole W. Cumberbatch Cox), and any of her businesses operating at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York), including Cumberbatch's restaurant doing business as (i) Gloria's; (ii) Gloria's Caribbean Cuisine; (iii) Gloria's In & Out III; (iv) Gloria's # 3; (v) any derivation with the name "Gloria's"; and, (vi) Nicole Cumberbatch, a/k/a Nicole W. Cumberbatch, a/k/a Nicole W. Cumberbatch-Cox, a/k/a Nicole W. Cumberbatch Cox is and are Ordered and Directed to immediately vacate the premises at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York), but not later than 15 days after service of Notice of Entry of the Order and Judgment on Robert Rambadadt, Esq. via NYSCEF; and,

a. Immediately after timely and complete vacatur of the premises, defendant Cumberbatch or via her attorney Robert Rambadadt, Esq., is directed to immediately send all keys to all locks at the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York, without maintaining duplicates of same, via overnight delivery service with tracking, to The Law Firm of Ravi Batra, P.C., The Batra Building, 142 Lexington Avenue, New York, NY 10016, and to additionally send an affidavit, or affirmation, respectively, to Ravi Batra, Esq., confirming the departure without forcible ejection, and mailing all of the keys, with identification of the tracking number, to be immediately and contemporaneously filed via NYSCEF by on behalf of defendant Cumberbatch;

4. The Sheriff of the City of New York, or any New York City Marshal, or their authorized agents, are authorized, directed, and ordered to put Nel-Del Realty Associates, LLC in exclusive possession of the real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) and accordingly,

a. if defendant Nicole Cumberbatch (a/k/a Nicole W. Cumberbatch, a/k/a Nicole W. Cumberbatch-Cox, a/k/a Nicole W. Cumberbatch Cox) and all those present or in possession have not vacated within 30 days of service of the Notice of Entry of this Order and Judgment filed via NYSCEF, along with an attorney affirmation to that effect issued by The Law Firm of Ravi Batra, P.C., as attorneys for plaintiff Nel-Del Realty Associates, LLC, filed via NYSCEF, the Sheriff of the City of New York, or any New York City Marshal, or their authorized agents are directed to forcibly remove:

i. defendant Nicole Cumberbatch (a/k/a Nicole W. Cumberbatch, a/k/a Nicole W. Cumberbatch-Cox, a/k/a Nicole W. Cumberbatch Cox);

ii. the personnel of any business entity owned by Nicole Cumberbatch, a/k/a Nicole W. Cumberbatch, a/k/a Nicole W. Cumberbatch-Cox, a/k/a Nicole W. Cumberbatch Cox operating at 764 Nostrand Avenue (including her restaurant doing business as (i) Gloria's; (ii) Gloria's Caribbean Cuisine; (iii) Gloria's In & Out III; (iv) Gloria's # 3; (v) any other derivation of the name "Gloria's"; and, (v) Nicole Cumberbatch, a/k/a Nicole W. Cumberbatch, a/k/a Nicole W. Cumberbatch-Cox, a/k/a Nicole W. Cumberbatch Cox), including, but not limited to, Wayne Cox;

iii. any other persons, or businesses, present and/or occupying any part or portion of the real property and improvements located at 764 Nostrand Avenue, Brooklyn, New York;

5. The Sheriff of the City of New York, or any New York City Marshal, or their authorized agents are directed to seize:

a. the fixtures, personal, and business property located at 764 Nostrand Avenue, Brooklyn, New York, owned by Nicole Cumberbatch (a/k/a Nicole W. Cumberbatch, a/k/a Nicole W. Cumberbatch-Cox, a/k/a Nicole W. Cumberbatch Cox) and/or her sole-proprietorship restaurant doing business at 764 Nostrand Avenue, Brooklyn New York, doing business as (i) Gloria's; (ii) Gloria's Caribbean Cuisine; (iii) Gloria's In & Out III; (iv) Gloria's # 3; (v) any derivation of the name "Gloria's"; and, (vi) Nicole Cumberbatch, a/k/a Nicole W. Cumberbatch, a/k/a Nicole W. Cumberbatch-Cox, a/k/a Nicole W. Cumberbatch Cox;

b. personal property of Nicole Cumberbatch (a/k/a Nicole W. Cumberbatch, a/k/a Nicole W. Cumberbatch-Cox, a/k/a Nicole W. Cumberbatch Cox), of whatever kind, including, but in no way limited to, motor vehicles, bank accounts, safe deposit box contents, stocks, bonds, securities, investments, policies of insurance, jewelry, of whatever kind, wherever located, including that located at 1553 Eastern Parkway, Brooklyn, New York 11223 [Block 1468, Lot 30] and 609 Bradford Street, Brooklyn, New York 11207 [Block 3827, Lot 1];

c. real property owned, in whole or in part, by Nicole Cumberbatch (a/k/a Nicole W. Cumberbatch, a/k/a Nicole W. Cumberbatch-Cox, a/k/a Nicole W. Cumberbatch Cox) including, but in no way limited to 1553 Eastern Parkway, Brooklyn, New York 11223 [Block 1468, Lot 30];¹

6. Defendant Nicole Cumberbatch (a/k/a Nicole W. Cumberbatch, a/k/a Nicole W. Cumberbatch-Cox, a/k/a Nicole W. Cumberbatch Cox) is Ordered and Directed to not sell, transfer, or encumber title to any real or personal property that may be used to satisfy this judgment;

7. The Sheriff of the City of New York, or any New York City Marshal, or their authorized agents are authorized, directed, and ordered to put plaintiff Nel-Del Realty Associates LLC in exclusive possession of the real property and improvements located at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York).

¹As reflected in the Bargain and Sale deed from New Zion Church of God in Christ, Inc. to Nicole W. Cumberbatch, dated March 4, 1991, recorded with the New York City Register on March 22, 1991, at Reel 2679/Pages 1632-1633; and the subsequent Quitclaim deed from Nicole W. Cumberbatch a/k/a Nicole W. Cumberbatch Cox to Nicole W. Cumberbatch Cox, dated May 20, 2008, recorded with the New York City Register on June 9, 2008, assigned CRFN 2008000230039, Document Id: 2008052900836001.

8. That plaintiff Nel-Del Realty Associates, LLC, c/o Ravi Batra, Esq., The Law Firm of Ravi Batra, Esq., The Batra Building, 142 Lexington Avenue, New York, NY 10016, (212) 545-1993, ravi@ravibatralaw.com, has established its entitlement to and shall recover of defendant Nicole Cumberbatch, of 609 Brudford Street, Brooklyn, NY 11207 (also as owner of 1553 Eastern Parkway, Brooklyn, New York 11233), money damages in the amount of

i. **\$7,500,000.00** on the first cross-claim for Fraud and Deceit by defendant Nicole Cumberbatch (NYSCEF Doc. 52 [Inquest Ex. 1] pp. 49, 71; NYSCEF Doc. 2 pp. 49, 71);

ii. **\$10,000,000.00** on the fourth cross-claim for Trespass by defendant Nicole Cumberbatch, representing \$500,000.00 per year since December 22, 2000, when Nel-Del Realty Associates LLC received title (NYSCEF Doc. 52 [Inquest Ex. 1] pp. 62, 72;

iii. **\$40,132.30** on the sixth cross-claim for indemnification for damages resulting from defendant Nicole Cumberbatch's withholding of the property from plaintiff Nel-Del Realty Associates LLC, as authorized by RPAPL § 1521(1), comprised of property taxes and water charges that plaintiffs established were out-of-pocket payments on behalf of Nel-Del Realty Associates LLC, as Cumberbatch had paid nothing to New York City for real estate taxes for 20 years and exposed the property to Nel-Del Realty Associates to loss of its property in February 2020 to tax lien foreclosure (NYSCEF Doc. 52 [Inquest Ex. 1] pp. 69, 72;);

iv. the Court has declined to award punitive damages,

for a total of **\$17,540,132.00** (seventeen million five hundred forty thousand one hundred thirty two dollars), and plaintiff Nel-Del Realty Associates, LLC shall recover that of defendant Nicole Cumberbatch and have execution for that amount; **along with** pre-judgment interest in the statutory amount of *9% per annum* to be computed from December 22, 2000 for the cross-claims sounding **in** Fraud and Deceit and Trespass, and \$0 on the cross-claim sounding in indemnification pursuant to RPAPL § 1521(1) as plaintiffs have waived pre-judgment interest only as to that claim, for a total principle amount for computation of pre-judgment interest being **\$17,500,000.00** (**\$7,500,000.00 + 10,000,000.00 + \$40,132.30 - \$17,540,132.30**), a *per annum* pre-judgment and post judgment interest in the amount of **\$1,578,611.88** for a total interest in the amount of **\$31,572,237.60**, for a total judgment in the amount of **\$49,112,369.90**. Post-judgment interest in the statutory amount of *9% per annum* on the entire judgment computed from entry of the judgment and to run until the entire judgment is paid and satisfied in full;

9. The plaintiff has waived costs and disbursements pursuant to C.P.L.R. §§ 8201, 8301, and 8302, as are typically taxed and added to the judgment by the County Clerk by way of a Bill of Costs.

10. That the Court expressly reserves the right and jurisdiction over the parties, upon notice to the attorneys for the parties who have appeared in this action, to add to this judgment such further provisions and directions as it may deem proper or necessary to carry out the provisions of this judgment and to completely establish the validity of plaintiff Nel-Del Realty Associates, LLC's title to the premises, real property and improvements at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York) and the exclusive possession in plaintiff Nel-Del Realty Associates, LLC's of and at the premises at 764 Nostrand Avenue, Brooklyn, New York (a/k/a 844 Sterling Place, Brooklyn, New York); and, it is further,

ORDERED that the Clerk of the Court is directed to enter this Order as a Judgment in favor of Nel-Del Realty Associates, LLC, c/o Ravi Batra, Esq., The Law Firm of Ravi Batra, Esq., The Batra Building, 142 Lexington Avenue, New York, NY 10016, (212) 545-1993, ravi@ravibatralaw.com and against Nicole Cumberbatch, a/k/a Nicole W. Cumberbatch, a/k/a Nicole W. Cumberbatch-Cox, a/k/a Nicole W. Cumberbatch Cox of 609 Bradford Street, Brooklyn, NY 11207 (also as owner of 1553 Eastern Parkway, Brooklyn, New York 11233), forthwith.

ENTER FORTHWITH:

Bruce M. Balter

Hon. BRUCE M. BALTER
JUSTICE OF THE SUPREME COURT

HON. BRUCE M. BALTER

2020 JUL 13 AM 9:21

KINGS COUNTY CLERK
FILED

~~HON. BRUCE M. BALTER
JUSTICE OF THE SUPREME COURT~~

CLERK OF THE COURT

2020 JUL 14 AM 6:58

KINGS COUNTY CLERK
FILED