Harlem Community Justice Center
Landlord and Tenant Judgment

Index Number: LT-251197-19/HA

Petitioner(s):
UNITED STATES OF AMERICA GEOFFREY S. BERMAN UNITED STATES ATTORNEY SOUTHERN DISTRICT OF NEW YORK

vs.

Respondent(s):

A Notice of Petition and Holdover Petition duly verified and proof of service having been filed with this court and the issue having been decided before Honorable Ta-Tanisha D. James Civil Court Judge (NYC) on January 07, 2020, a final order is made, after trial in favor of Petitioner: UNITED STATES OF AMERICA GEOFFREY S. BERMAN UNITED STATES ATTORNEY SOUTHERN DISTRICT OF NEW YORK.

On Motion of: Novick Edelstein Pomerantz, PC
733 Yonkers Ave, Yonkers, NY 10704

IT IS ADJUDGED:
That possession of the premises, described in the petition located at 62 EAST 131ST STREET, #1, New York, NY 10037, be awarded to the petitioner(s).

Petitioner creditor(s) and address(es):
(1) UNITED STATES OF AMERICA GEOFFREY S. BERMAN UNITED STATES ATTORNEY SOUTHERN DISTRICT OF NEW YORK

Respondent debtor(s) and address(es):
(1) at 62 EAST 131ST STREET, #1, New York, NY 10037

IT IS FURTHER ORDERED:
That a warrant of eviction shall issue removing from the described premises. The execution of the warrant is stayed per Stipulation/Order. The earliest date upon which execution may occur is 03/31/2020.

Date of Decision: 01/07/2020

Honorable Ta-Tanisha D. James
Civil Court Judge (NYC)

Judgment entered at Harlem Community Justice Center, 170 East 121St Street, 3rd Floor, New York, NY 10035, in the STATE OF NEW YORK in the total amount of **$0.00 on 01/07/2020 at 02:38 PM.**

Judgment sequence 1

Alia Razzaq, Chief Clerk

Warrant issued to Marshal _____ on _____

Section 5020(c) of the Civil Practice Law and Rules requires that a satisfaction be filed with the clerk when the judgment is satisfied. Failure to do so subjects the judgment creditor to penalties.

62 E. 131 ST. New York, NY
unit 3

OCCUPANCY AGREEMENT

(Protective Order to Preserve Real Property Subject to Forfeiture Pusuant to 18 U.S.C 163(d)(1)(A); 21 U.S.C. 853(g) and 28 U.S.C 2461.)

ORDER AND OCCUPANCY AGREEMENT

This Occupancy Agreement ("Agreement") is made between [redacted] and Homeland Security Investigations/ HSI.

On February 16, 2018, the United States of America, by and through Homeland Security Investigations/ HSI., seized under authority of a Protective Order, under the provisions of and authority of Protective Order to Preserve Real Property Subject to Forfeiture Pusuant to 18 U.S.C 163(d)(1)(A); 21 U.S.C. 853(g) and 28 U.S.C 2461.), a parcel of real property ("property") located at62 East 131 St. New York, NY, which includes all fixtures and appurtenances thereto, and which is described as follows:

62 East 131 St. New York, NY 10037

The United States, by and through the Homeland Security Investigations/ HSI, also seized the following personal property which may, at the option of the Homeland Security Investigations/ HSI remain on the property for the duration of this Agreement:

(Description/Attached list) Fridge, Dishwasher, Stove.

The undersigned ("Occupant"), [redacted], resided

[redacted]

In unit 3 of the property when it was seized and desires to continue to reside there pending the disposition of the forfeiture proceeding with respect to the property.

Therefore, it is hereby agreed, upon execution of the Agreement, and in compliance with all the terms and conditions stated herein, that the Occupant may continue to occupy the property until such time as an order for interlocutory sale or a final disposition order is entered by the Court.

TERMS AND CONDITIONS

1. Occupant shall be permitted to occupy unit 3 of the residence building located on the property subject to the terms and conditions of this Agreement as long as the Court permits. It is understood by the Occupant that this Agreement does not create any interest in the land or a tenancy of any kind, but rather this Agreement is a license by Homeland Security Investigations/ HSI, of this property under custody of the Court subject to revocation by the Court at the discretion of the Court or for violations of the terms and conditions of this Agreement.

2. The Homeland Security Investigations/ HSI shall have the right to reenter the property, with or without the consent of Occupant, at reasonable times to inspect and/or appraise the property, or for any other purpose consistent with this agreement.

3. Occupant shall maintain the property at Occupant's expense in the same, or better, condition and repair as when seized. The term "maintain" shall include, but not be limited to keeping the property free of hazards and/or structural defects; keeping all heating, air conditioning, plumbing, electrical, gas, oil, or other power facilities in good working condition and repair; keeping the property clean and performing such necessary sanitation and waste removal; maintaining the property and grounds in good condition by providing snow removal, lawn mowing and all other ordinary and necessary routine maintenance.

4. Occupant shall maintain casualty and fire insurance equal to the full replacement cost of the property and all improvements thereon, and shall maintain liability insurance for injuries occurring on or resulting from use of the property, or activities or conditions

thereon. Additionally, Occupant shall arrange for a rider to all above-mentioned policies naming the United States as a loss payee and additional insured for the life of the Agreement. Occupant shall deliver proof of such insurance to the CWSAMS, Inc 10611 Balls Ford Rd. Suite 140 Manassas, VA 20109
no later than the seventh calendar day following the execution of this Agreement.

5. Occupant shall timely pay rent in the amount of $ 2000.00, (Electric) utilities, sewer, trash, maintenance, cable television, tax and/or other obligations, otherwise necessary and due on the property, for the life of this Agreement. Moreover, Occupant shall abide by all laws, codes, regulations, ordinances, covenants, rules, bylaws, binding agreements and/or stipulations or conditions pertaining to the care, maintenance, control and use of the property.

6. Occupant shall not convey, transfer, sell, lease, or encumber in any way, title to the property. Nor shall he/she permit any other person, other than his/her immediate family, and temporary house guests, to occupy the property.

7. Occupant shall not remove, destroy, alienate, transfer, detract from, remodel or alter in any way, the property or any fixture, which is part of the property, ordinary wear excepted, without express written consent of the Homeland Security Investigations/ HSI.

8. Occupant shall not use the property for any illegal purposes or permit the use of the property for such purposes; use the property so that it poses a danger to the health or safety of the public or a danger to law enforcement; or use the property so that it adversely affects the ability of the Homeland Security Investigations/ HSI or its designee to manage the property.

9. Occupant agrees to provide the Homeland Security Investigations/ HSI with thirty (30) days' advance notice, in writing, in the event he/she chooses to vacate the property.

10. The Homeland Security Investigations/ HSI may require Occupant to vacate the property when the interests of the United States so requires. Except for the circumstances described in paragraph 11, or in exigent circumstances, the Homeland Security Investigations/ HSI agrees to provide Occupant

with thirty (30) days' advance notice to vacate the property. However, at the discretion of the Court if Occupant fails to vacate the property within that period, the Homeland Security Investigations/ HSI upon notice to Occupant and all parties to the forfeiture action, may immediately petition the Court for directions to remove Occupant, and all other persons occupying the property, pursuant to Supplemental Rules for Certain Admiralty and Maritime Claims, Rule E(4) (d).

11. If Occupant violates any term or condition of this Agreement, except Paragraph 10, the Homeland Security Investigations/ HSI shall notify Occupant that he/she has ten(10) days to correct the violation(s). If Occupant fails to correct the violation(s) cited by the Homeland Security Investigations/ HSI within that period, the Homeland Security Investigations/ HSI upon notice to Occupant and all parties to the forfeiture action, may immediately petition the Court for directions to remove Occupant, and all other persons occupying the property, pursuant to Supplemental Rules for Certain Admiralty and Maritime Claims, Rule E(4) (d).

12. Occupant, on behalf of himself/herself, his/her heirs, statutory survivors, executors, administrators,

representatives, successors and assignees ("potential claimants"), agrees that he/she does hereby release the United States, its agencies, agents, assigns and employees ("potential federal defendants") in their official and individual capacities, from any and all pending or future claims for injuries, demands, damages, suits and causes of actions arising from Occupant's possession, maintenance, occupancy and/or use of the property.

13. Occupant, on behalf of himself/herself and other potential claim\ants, further agrees to indemnify the United States, and other potential federal defendants, as to any and all pending or future claims, demands, damages, suits and causes of actions regarding any damage or personal injuries incurred on, or as a result of, the property while Occupant resides there.

14. Occupant acknowledges that violation of the contents of this Agreement as it pertains to the removal or destruction of property under the care, custody, or control of the Homeland Security Investigations/ HSI constitutes a violation of federal criminal law, specifically, 18 U.S.C. 2233 entitled "Rescue of Seized Property". That

section provides for a fine not exceeding $2,000, or imprisonment not exceeding two (2) years, or both.

16. This agreement, if executed by a tenant and not an owner of said property, shall supersede any prior rental agreement. Tenant agrees to pay rent to the Homeland Security Investigations/ HSI or to any property management company designated by the agency.

17. This Agreement shall be construed in accordance with federal law, and any conflict over the terms and conditions of this Agreement must be decided by the Court as part of the forfeiture action.

Date: 2-16-18 Occupant: [signature]

Date: 2-16-2018 Agency: Dave M. Walker, HSI

[If applicable:

Entered as an Order of this Court, dated this_____ day of_____, 2018.

_____

UNITED STATES DISTRICT JUDGE

Homeland Security Investigations
Office of the Special Agent in Charge

601 W. 26th Street, Suite 700
New York, NY 10001

Homeland Security

[redacted] Street, Unit #3
New York, NY 10037

In Re: Vacating Unit #3 at 62 East 131st Street, NY 10037

On Friday, February 16, 2018, agents from Homeland Security Investigations (HSI) New York executed a "Protective Order to Preserve Real Property" on 62 East 131st Street, Unit #3 New York, NY 10037 "Subject Property." The property is subject to forfeiture pursuant to 18 U.S.C 1963 (d)(1)(A); 21 U.S.C 853(g) and 28 U.S.C 2461 in criminal case number S38 10 CR. 905 pending in the Southern District of New York (SDNY). The attached Protective Order was signed by the Honorable Laura Taylor Swan United States District Judge of the SDNY, who is presiding over the criminal case.

As a result of this action, the United States Government has been authorized to take possession of the subject property. On February 16, 2018, you entered into an occupancy agreement with the Government. Pursuant to paragraph 10 of said agreement, HSI requires that you must vacate the property since the interests of the United States so requires. You are required to vacate unit #3 no later than 30 days from receipt of this notice. All occupants and their personal property must have vacated unit #3 by this date. Any personal property left on the premises will be considered abandoned property, without value and will be disposed of according to law.

[redacted]

Sincerely,

[redacted]
Special Agent in Charge, New York

AFFIDAVIT OF CONSPICUOUS SERVICE

HOMELAND SECURITY
vs
[redacted]

State of New York}

County of Nassau }

I, Mohammed Kandeel, being duly sworn, depose and say: That deponent is not a party to this proceeding, is a licensed Process Server over 18 years of age and resides at Richmond, New York.

Deponent was unable to serve: [redacted] tenant(s)/occupant(s) therein named by delivering a true copy thereof to said tenant(s)/occupant(s) personally at:

62 EAST 131ST STREET, UNIT #3, NEW YORK, NY 10037 on 8/30/2019 at 9:25AM.

At that time deponent affixed a true copy of the 30 Day Notice for each tenant/occupant upon a conspicuous part, to wit – the entrance door of apartment of aforesaid premises.

Deponent was unable to find tenant(s)/occupant(s) or a person of suitable age and discretion willing to receive the same at this time or during a prior attempt made on 8/29/2019 at 6:51PM. Deponent served true copies of the above mentioned documents on each tenant/occupant at the property sought to be recovered, by depositing true copies of the same enclosed in a wrapper in the Post Office by Certified Mail and Regular First Class Mail within the State of New York on 8/30/2019.

Sworn to before me on August 30, 2019

Beth Belfer
Notary Public, State of New York
No. 01BE5000673
Qualified in Nassau County
Commission Expires August 17 2022

Mohammed Kandeel
License # 2076015
Job # kandeelm-20190830-471952

Howard Belfer Inc. Lic.# 1406285 One Dupont Street, Suite 207, Plainview NY 11803

62 E. 131 St. New York, NY
Unit 4

OCCUPANCY AGREEMENT

(Protective Order to Preserve Real Property Subject to Forfeiture Pusuant to 18 U.S.C 163(d)(1)(A); 21 U.S.C. 853(g) and 28 U.S.C 2461.)

ORDER AND OCCUPANCY AGREEMENT

This Occupancy Agreement ("Agreement") is made between [redacted] and Homeland Security Investigations/ HSI.

On February 16, 2018, the United States of America, by and through Homeland Security Investigations/ HSI., seized under authority of a Protective Order, under the provisions of and authority of Protective Order to Preserve Real Property Subject to Forfeiture Pusuant to 18 U.S.C 163(d)(1)(A); 21 U.S.C. 853(g) and 28 U.S.C 2461.), a parcel of real property ("property") located at62 East 131 St. New York, NY, which includes all fixtures and appurtenances thereto, and which is described as follows:

62 East 131 St. New York, NY 10037

The United States, by and through the Homeland Security Investigations/ HSI, also seized the following personal property which may, at the option of the Homeland Security Investigations/ HSI remain on the property for the duration of this Agreement:

(Description/Attached list)

The undersigned ("Occupant"), [redacted], resided

In unit 4 of the property when it was seized and desires to continue to reside there pending the disposition of the forfeiture proceeding with respect to the property.

Therefore, it is hereby agreed, upon execution of the Agreement, and in compliance with all the terms and conditions stated herein, that the Occupant may continue to occupy the property until such time as an order for interlocutory sale or a final disposition order is entered by the Court.

TERMS AND CONDITIONS

1. Occupant shall be permitted to occupy unit 4 of the residence building located on the property subject to the terms and conditions of this Agreement as long as the Court permits. It is understood by the Occupant that this Agreement does not create any interest in the land or a tenancy of any kind, but rather this Agreement is a license by Homeland Security Investigations/ HSI, of this property under custody of the Court subject to revocation by the Court at the discretion of the Court or for violations of the terms and conditions of this Agreement.

2. The Homeland Security Investigations/ HSI shall have the right to reenter the property, with or without the consent of Occupant, at reasonable times to inspect and/or appraise the property, or for any other purpose consistent with this agreement.

3. Occupant shall maintain the property at Occupant's expense in the same, or better, condition and repair as when seized. The term "maintain" shall include, but not be limited to keeping the property free of hazards and/or structural defects; keeping all heating, air conditioning, plumbing, electrical, gas, oil, or other power facilities in good working condition and repair; keeping the property clean and performing such necessary sanitation and waste removal; maintaining the property and grounds in good condition by providing snow removal, lawn mowing and all other ordinary and necessary routine maintenance. as relates to unit 4 + lease

4. Occupant shall maintain casualty and fire insurance equal to the full replacement cost of the property and all improvements thereon, and shall maintain liability insurance for injuries occurring on or resulting from use of the property, or activities or conditions

thereon. Additionally, Occupant shall arrange for a rider to all above-mentioned policies naming the United States as a loss payee and additional insured for the life of the Agreement. Occupant shall deliver proof of such insurance to the CWSAMS, Inc 10611 Balls Ford Rd. Suite 140 Manassas, VA 20109

no later than the seventh calendar day following the execution of this Agreement. As related to unit 4 lease

5. Occupant shall timely pay rent in the amount of $1700.00, utilities, sewer, trash, maintenance, cable television, tax and/or other obligations, otherwise necessary and due on the property, for the life of this Agreement. Moreover, Occupant shall abide by all laws, codes, regulations, ordinances, covenants, rules, bylaws, binding agreements and/or stipulations or conditions pertaining to the care, maintenance, control and use of the property.

6. Occupant shall not convey, transfer, sell, lease, or encumber in any way, title to the property. Nor shall he/she permit any other person, other than his/her immediate family, and temporary house guests, to occupy the property.

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12. Occupant, on behalf of himself/herself, his/her heirs, statutory survivors, executors, administrators,

representatives, successors and assignees ("potential claimants"), agrees that he/she does hereby release the United States, its agencies, agents, assigns and employees ("potential federal defendants") in their official and individual capacities, from any and all pending or future claims for injuries, demands, damages, suits and causes of actions arising from Occupant's possession, maintenance, occupancy and/or use of the property.

13. Occupant, on behalf of himself/herself and other potential claim\ants, further agrees to indemnify the United States, and other potential federal defendants, as to any and all pending or future claims, demands, damages, suits and causes of actions regarding any damage or personal injuries incurred on, or as a result of, the property while Occupant resides there.

14. Occupant acknowledges that violation of the contents of this Agreement as it pertains to the removal or destruction of property under the care, custody, or control of the Homeland Security Investigations/ HSI constitutes a violation of federal criminal law, specifically, 18 U.S.C. 2233 entitled "Rescue of Seized Property". That

section provides for a fine not exceeding $2,000, or imprisonment not exceeding two (2) years, or both.

16. This agreement, if executed by a tenant and not an owner of said property, shall supersede any prior rental agreement. Tenant agrees to pay rent to the Homeland Security Investigations/ HSI or to any property management company designated by the agency.

17. This Agreement shall be construed in accordance with federal law, and any conflict over the terms and conditions of this Agreement must be decided by the Court as part of the forfeiture action.

Date: 02-16-2018 Occupant: _____

Date: 2-16-2018 Agency: Paul M. Walker

[If applicable:

Entered as an Order of this Court, dated this_____ day of_____, 2018.

_____

UNITED STATES DISTRICT JUDGE

Homeland Security Investigations
Office of the Special Agent in Charge

601 W. 26th Street, Suite 700
New York, NY 10001

[redacted]
62 East 131st Street, Unit #4
New York, NY 10037

In Re: Vacating Unit #4 at 62 East 131st Street, NY 10037

On Friday February 16, 2018, agents from Homeland Security Investigations (HSI) New York executed a "Protective Order to Preserve Real Property" on 62 East 131st Street, Unit #4 New York, NY 10037 "Subject Property." The property is subject to forfeiture pursuant to 18 U.S.C 1963 (d)(1)(A); 21 U.S.C 853(g) and 28 U.S.C 2461 in criminal case number S38 10 CR. 905 pending in the Southern District of New York (SDNY). The attached Protective Order was signed by the Honorable Laura Taylor Swan United States District Judge of the SDNY, who is presiding over the criminal case.

As a result of this action, the United States Government has been authorized to take possession of the subject property. On February 16, 2018, you entered into an occupancy agreement with the Government. Pursuant to paragraph 10 of said agreement, HSI requires that you must vacate the property since the interests of the United States so requires. You are required to vacate unit #4 no later than 30 days from receipt of this notice. All occupants and their personal property must have vacated unit #4 by this date. Any personal property left on the premises will be considered abandoned property, without value and will be disposed of according to law.

[redacted]

Sincerely,

[redacted]
Special Agent in Charge, New York

AFFIDAVIT OF CONSPICUOUS SERVICE

HOMELAND SECURITY
vs.
[redacted]

State of New York}

County of Nassau }

I, Mohammed Kandeel, being duly sworn, depose and say: That deponent is not a party to this proceeding, is a licensed Process Server over 18 years of age and resides at Richmond, New York.

Deponent was unable to serve: [redacted] enant(s)/occupant(s) therein named by delivering a true copy thereof to said tenant(s)/occupant(s) personally at:

62 EAST 131ST STREET, UNIT #4, NEW YORK, NY 10037 on 8/30/2019 at 9:28AM.

At that time deponent affixed a true copy of the 30 Day Notice for each tenant/occupant upon a conspicuous part, to wit – the entrance door of apartment of aforesaid premises.

Deponent was unable to find tenant(s)/occupant(s) or a person of suitable age and discretion willing to receive the same at this time or during a prior attempt made on 8/29/2019 at 6:54PM. Deponent served true copies of the above mentioned documents on each tenant/occupant at the property sought to be recovered, by depositing true copies of the same enclosed in a wrapper in the Post Office by Certified Mail and Regular First Class Mail within the State of New York on 8/30/2019.

Sworn to before me on August 30, 2019

Beth Belfer
Notary Public, State of New York
No. 01BE5000673
Qualified in Nassau County
Commission Expires August 17 2022

Mohammed Kandeel
License # 2076015
Job # kandeelm-20190830-471951

Howard Belfer Inc. Lic.# 1406285 One Dupont Street, Suite 207, Plainview NY 11803