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Thank you all for your support and understanding.

This is in detail on how we lost our lease and have to vacate.

This is a still a draft that I am rechecking to make sure everything is correct. I wrote this letter in haste do to lack of time because of the hectic situation.

I have omitted the lawyers names for now

This goes more in-depth to show how we lost our lease that was supposed to end in June 30 2016, which had a 5 year option to renew.

US = Mitali or US.

Old landlord = The landlord prior to June 2012

New Landlord = From June 2012: Known as 9300realty owned by Steve Croman

It all started in 2010 when we had modified a lease agreement with the Previous landlord due to business becoming slow after the 2008 financial meltdown.

Which we followed and paid by according to that modified lease agreement.

Fast forward to June 2012 and our building was sold by the old landlord to 9300realty (aka 334 east 6th LLC). 9300realty was made aware of our modified

lease agreement from us and the old landlord. 9300realty who became our new and current landlord honored the modified lease agreement from June 2012 to November 2013 for about 18 months. Not sure why after 18 months 9300realty decided that they would not abide by the modified lease agreement.

It may have to do with the fact that at that point they had almost bought out most old tenants in the building and renovated the apartments to higher rents.

On December 2013 we got a notice that our rent would increase to the pre-modified amount. We reminded 9300realty about the agreement we had and they knew about when they had bought the building, but they didn't adjust it accordingly. Since then we have been paying according to the modified agreement monthly which they cashed and they had been billing the old amounts. We kept in contacting them to adjust the amounts to reflect our balance due as \$0.

So basically this is how things followed: these ARE NOT THE REAL figures for rental amounts just make believe amounts to show an example.

In this example we will use 9,000 as the modified amount and 15,000 as the old amount. Basically it went like this. During this whole time our amount due was \$0 if modified lease agreement was applied.

December 2013 Rent paid 9000 they billed 15000 difference 6000

January 2014 Rent paid 9000 they billed 15000 difference 6000

February 2014 Rent paid 9000 they billed 15000 difference 6000

This pattern went on until April 2013 when they added up the differences of the 4 months and added April 2013 rent to file nonpayment proceedings in housing court. Even though our rent due balance was \$0 since it was paid up to date.

Lawyer#1 = Old lawyer  
Lawyer #2= New Lawyer

We hired an attorney based on referral; one I assume now wasn't very good. In April we got served with a notice for nonpayment by the landlord 9300realty, our lawyer#1 went to court and submitted documents to the court. On May 22nd 2014 there was a court date which according to lawyer#1 the plaintiffs attorney didn't show up and the judge dismissed the case, so according to him he withdraw the order to show cause. I will later post lawyers#1's email explaining to lawyer#2 on his take about what happened according to him.

So we took lawyers#1's word that case was dismissed and paid rent accordingly telling the landlord to adjust our owed balance to \$0 since we were up to date on our rent. This went on until we got a notice on October of 2014 that the landlord got a default judgment against us in September of 2014, we called lawyer #1 about the judgment he said don't worry it was dismissed to let him know if we get a Marshalls notice. The Marshalls eviction notice came in after a few weeks. We tried to get in touch with Lawyer#1 but after days of trying to reach him we were told by his office that he was out of country and wouldn't be back for weeks. We at this point had no option but to hire another attorney who had no clue of what was going on with the case.

So lawyer#2 tried to do this and get the case back on calendar removing the default judgment so that we can put the case on the calendar to show that we had a modified lease and we owed \$0 due on rent balance. Whatever lawyer#2 tried didn't work since they didn't have much clue about the case since lawyer#1 was out the country.

Finally when we were about to get locked by the marshall, lawyer#1 came back to the country and lawyer#2 tried to get a affirmation to try to reopen the case to the calendar. This was the Second try to show cause. This is what lawyer#1 sent lawyer#2 after countless tries to contact him. When we finally got a hold of him.

The following is an excerpt of the email I received on March 2, 2015 from M\*\*\*\*\*, Esq., explaining how the default occurred. Of note, Mr. M\*\*\*\*\* was not willing to sign an affirmation regarding the following facts, but a copy of his email is attached hereto as Exhibit "C".

This was sent my Lawyer#1 to lawyer #2 by email.

**" After landlord filed this action, I filed a pre-answer motion to dismiss their case. On May 22, 2014, on the return date, landlord's attorney failed to appear to the calendar call and the hearing. Judge dismissed their action for Plaintiffs failure to appear. Because the case was dismissed, there was no reason to keep our motion open in the calendar. So the motion was disposed with marked withdrawn without prejudice.**

The notation on the case folder looks like, on the same day of May 22, 2014, Plaintiff's attorney appeared on a later time. Part of the previous order was crossed out and added "Case — calendar by plaintiff". After that there was no notice to us to appear in court or no new court date was given.

It look like, later Plaintiff asked (?) the court clerk for a judgment and it was issued on Sept 5, 2014. You guys should know that Sept 5, 2014 was not a court date. It was the date when the paper was signed. I think the judgment is an error.

3/17/2015

Mitali East

**We don't need to file an answer because the case was dismissed on May 22, 2014, the hearing date (as per the Sept 5, 2014 order).**

**Thank you. M\*\*\*\*\*, Esq. "**

**END LAWYER#1 EMAIL**

We tried to get the case reopened based on this but it didn't work. I feel if it was really based on an error on the court it should be reopened, seems like that didn't work.

Hope this clears things up a bit more for everyone