

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK: HOUSING PART

-----X  
109E9 LLC

Petitioner-Landlord,

-against-

JAMES T. HICKS,  
109 East 9<sup>th</sup> Street  
Apartment #4B  
New York, New York 10003  
Respondent-Tenant,

“JOHN DOE” and/or “JANE DOE”  
Respondents-Undertenants

-----X

Index No.

**HOLDOVER  
PETITION**

The Petition of 109E9 LLC (“Petitioner”) respectfully shows that:

1. Petitioner is authorized to maintain this proceeding and is the landlord of the subject premises (as defined and described below).
2. Respondent JAMES T. HICKS (“Tenant”) is the tenant in possession of the premises known as: all rooms in Apartment #4B in the building known as and located at 109 East 9<sup>th</sup> Street, New York, New York 10003 (hereinafter “subject premises”).
3. Respondents, “JOHN DOE” and “JANE DOE” (collectively, “Undertenants”) are occupants of the subject premises who were placed into possession thereof by Tenant. (Tenant and Undertenants shall collectively be referred to as “Respondents”).
4. The subject premises from which removal is sought was rented for residential use and is situated within the territorial jurisdiction of the Civil Court of the City of New York, County of New York.
5. The term for which the subject premises was rented expired on March 31, 2025, pursuant to the terms of a Notice of Intention to Discontinue a Hotel Tenancy and To Commence An

Action or Proceeding Based on Non-Primary Residence, dated December 24, 2024 (“Notice”). (A copy of the Notice with proof of service is annexed hereto and made a part hereof as if fully and completely set forth herein.)

6. On December 31, 2024, between 90-150 days before the expiration of the Lease term, Tenant was served in the manner provided by law with the Notice in writing stating that Petitioner elected to discontinue and terminate Tenant’s hotel tenancy and proceed to recover possession of the subject premises upon non-primary-residence grounds and that unless Respondents removed from the subject premises on or before March 31, 2025, the day on which Tenant’s tenancy expired, the Petitioner would commence summary proceedings under statute to remove said Respondents upon said grounds.

7. Respondents continue in possession of the subject premises without the permission of the Petitioner after the expiration of the Lease term.

8. The subject premises is subject to the Rent Stabilization Law of 1969 as amended, and the Petitioner is in compliance with said law; pursuant to said law, the Petitioner has duly registered this apartment with the New York State Division of Housing and Community Renewal (DHCR) and the past-due rent, if any be sought herein, does not exceed the legal rental for the subject premises as registered. As a result of the foregoing, the subject premises is exempt from Article 6-A of the Real Property Law (known as the Good Cause Eviction Law).

9. The subject premises is a multiple dwelling and pursuant to the Housing Maintenance Code Section 27-2097 there is a currently effective registration statement on file with the Office of Code Enforcement which designates the managing agent named below, a natural person over 21 years of age, to be in control and responsible for the maintenance and operation of the dwelling:

Multiple Dwelling Registration No.:	117881
Registered Managing Agent's Name:	Michael Geylik
Business Address:	109E9 LLC 109 East 9 <sup>th</sup> Street, 1sts Floor New York, New York 10003

10. Except for the subject premises being sought in this proceeding, 518 9<sup>th</sup> Street NE, Apartment #302, Washington D.C. 20002-5372, and 117 Presidio Ct., Verona, Pennsylvania 15147-2915, Petitioner lacks written information or notice of any address where Tenant resides, is employed, have places of business, or a principal office in New York State.

**WHEREFORE**, Petitioners respectfully request: a final judgment awarding possession of the premises to Petitioners; issuance of a warrant of eviction for the purpose of removing Respondents from possession thereof (provided respondent[s] do not qualify for temporary protection from eviction under New York State Law, New York State Governor Executive Orders and/or Centers for Disease Control and Prevention Guidelines); a judgment for the fair value of use and occupancy; plus interest and costs and disbursements incurred herein; plus legal fees in an amount to be determined by Court.

Dated: New York, New York  
April 4, 2025

109E9 LLC  
Petitioner-Landlord

KUCKER MARINO  
WINIARSKY & BITTENS, LLP  
M. David Fonseca, Esq.  
Attorneys for Petitioner  
747 Third Avenue  
New York, New York 10017  
(212) 869-5030

Cc:

James T. Hicks  
518 9th Street NE  
Apartment #302  
Washington D.C. 20002-5372

James T. Hicks  
117 Presidio Ct  
Verona, Pennsylvania 15147-2915

**NOTICE OF INTENTION TO DISCONTINUE A HOTEL TENANCY AND TO COMMENCE AN ACTION OR PROCEEDING BASED ON NON-PRIMARY RESIDENCE**

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TO: JAMES T. HICKS, Tenant  
109 East 9<sup>th</sup> Street  
Apartment #4B  
New York, New York 10003

PLEASE TAKE NOTICE, that 109E9 LLC (“Landlord”), the landlord of 109 East 9<sup>th</sup> Street, Apartment #4B, New York, New York 10003 (hereinafter “subject premises”) elects to discontinue and terminate your hotel tenancy as same is defined in Sections 2520.6(b), 2520.6(j), and 2521.3(c) of the Rent Stabilization Code, on **March 31, 2025**, based upon your non-primary residence of the subject premises in that you do not maintain the subject premises as your primary residence. The facts supporting this conclusion include, but are not limited to the following:

1. Agents for the Landlords have not observed Tenant JAMES T. HICKS (“Tenant”) occupying the subject premises as his primary residence for an extended period of time.
2. Upon information and belief, Tenant primarily resides at 518 9<sup>th</sup> Street NE, Apartment #302, Washington, DC 20002-5372 (“Alternative Address”).
3. Rent checks have been received by the Landlord listing your address as the Alternative Address.
4. In a conversation with the Landlord’s agent, you admitted to not having resided at the subject premises for at least the last couple of years.

**TAKE FURTHER NOTICE**, that you are hereby required to quit, vacate and surrender possession of the subject premises on or before **March 31, 2025**, and that upon your failure to so quit, vacate and surrender possession, the Landlord will, on or after **April 1, 2025**, commence an appropriate proceeding pursuant to Section 55 of Chapter 403 Laws of 1983 and section 2524.4(c) (Primary Residence) of the Rent Stabilization Code, to recover possession of the subject premises on the grounds that you are not occupying the subject premises as your primary residence.

**PLEASE TAKE FURTHER NOTICE**, that this notice is being served upon you in accordance with the provisions of Section 2524.2(a)(b)(c) (Termination Notices) of the New York City Rent Stabilization Code.

**PLEASE TAKE FURTHER NOTICE**, the subject premises is exempt from Article 6-A of the Real Property Law (known as the Good Cause Eviction Law) as the subject premises is a hotel room or other transient use covered by the definition of a Class B Multiple Dwelling under Subdivision 9 of Section 4 of the Multiple Dwelling Law.

Please address any communications and/or responses to the attorneys for the Landlord listed below.

Dated: New York, New York  
December 26, 2024

109E9 LLC  
Landlord

By: *M. Geylik*  
Michael Geylik  
Registered Managing Agent

KUCKER MARINO  
WINIARSKY & BITTENS, LLP  
M. David Fonseca, Esq.  
Attorneys for Landlord  
747 Third Avenue  
New York, New York 10017  
212-869-5030  
Case Code: 5426-0005

Cc:

James T. Hicks  
518 9<sup>th</sup> Street NE  
Apartment #302  
Washington D.C. 20002-5372

James T. Hicks  
117 Presidio Ct  
Verona, Pennsylvania 15147-2915

**NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW**

This notice from your landlord serves to inform you of whether or not your unit/apartment/home is covered by the New York State Good Cause Eviction Law (Article 6-A of the Real Property Law) and, if applicable, the reason permitted under the New York State Good Cause Eviction Law that your landlord is not renewing your lease. Even if your apartment is not protected by Article 6-A, known as the New York State Good Cause Eviction Law, you may have other rights under other local, state, or federal laws and regulations concerning rents and evictions. This notice, which your landlord is required to fill out and give to you, does not constitute legal advice. You may wish to consult a lawyer if you have any questions about your rights under the New York State Good Cause Eviction Law or about this notice.

**NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)**

**UNIT INFORMATION**

STREET: 109 East 9<sup>th</sup> Street  
UNIT OR APARTMENT NUMBER: #4B  
CITY/TOWN/VILLAGE: New York  
STATE: New York  
ZIP CODE: 10003

**1. IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE ANSWER)**

- YES
- NO

**2. IF THE UNIT IS EXEMPT FROM ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, WHY IS IT EXEMPT FROM THAT LAW? (PLEASE MARK ALL APPLICABLE EXEMPTIONS)**

- A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the Real Property Law ;
- B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to the tenant or tenants subject to the proceeding: the name

of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence. If the landlord is an entity, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding: the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence (exemption under subdivision 1 of section 214 of the Real Property Law)\_\_\_\_\_;

- C. Unit is located in an owner-occupied housing accommodation with no more than 10 units (exemption under subdivision 2 of section 214 of the Real Property Law) \_\_\_\_\_ ;
- D. Unit is subject to regulation of rents or evictions pursuant to local, state, or federal law (exemption under subdivision 5 of section 214 of the Real Property Law) ;
- E. Unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity (exemption under subdivision 6 of section 214 of the Real Property Law)\_\_\_\_\_;
- F. Unit is on or within a housing accommodation owned as a condominium or cooperative, or unit is on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general (exemption under subdivision 7 of section 214 of the Real Property Law)\_\_\_\_\_;
- G. Unit is in a housing accommodation that was issued a temporary or permanent certificate of occupancy within the past 30 years (only if building received the certificate on or after January 1st, 2009)(exemption under subdivision 8 of section 214 of the Real Property Law)\_\_\_\_\_;
- H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of section 7-108 of the General Obligations Law (exemption under subdivision 9 of section 214 of the Real Property Law)\_\_\_\_\_;
- I. Unit is in a Hospital as defined in subdivision 1 of section 2801 of the Public Health Law, continuing care retirement community licensed pursuant to Article 46 or 46-A of the Public Health Law, assisted living residence licensed pursuant to Article 46-B of the Public Health Law, adult care facility licensed pursuant to Article 7 of the Social 44 Services Law, senior residential community that has submitted an offering plan to the attorney general, or not-for-profit independent retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents (exemption under subdivision 10 of section 214 of the Real Property Law) \_\_\_\_\_;
- J. Unit is a manufactured home located on or in a manufactured home park as defined in section 233 of the Real Property Law (exemption under subdivision 11 of section 214 of the Real Property Law)\_\_\_\_\_;
- K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law);

- L. Unit is a dormitory owned and operated by an institution of higher education or a school (exemption under subdivision 13 of section 214 of the Real Property Law) ;
- M. Unit is within and for use by a religious facility or institution (exemption under subdivision 14 of section 214 of the Real Property Law)\_\_\_\_\_;
- N. Unit has a monthly rent that is greater than the percent of fair market rent established in a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York Good Cause Eviction Law, or 245 percent of the fair market rent, as applicable. Fair market rent refers to the figure published by the United States Department of Housing and Urban Development, for the county in which the housing accommodation is located, as shall be published by the Division of Housing and Community Renewal no later than August 1st in any given year. The Division of Housing and Community Renewal shall publish the fair market rent and 245 percent of the fair market rent for each unit type for which such fair market rent is published by the United States Department of Housing and Urban Development for each county in New York State in the annual publication required pursuant to subdivision 7 of section 211 of the Real Property Law (exemption under subdivision 15 of section 214 of the Real Property Law)\_\_\_;

**3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES?** (A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent.)

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

- A. The rent is not being increased above the threshold for presumptively unreasonable rent increases described above:\_\_\_\_\_;
- B. The rent is being increased above the threshold for presumptively unreasonable rent increases described above:

B-1: If the rent is being increased above the threshold for presumptively unreasonable rent increases described above, what is the justification for the increase:\_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**4. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE, WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE?**

(PLEASE MARK ALL APPLICABLE REASONS)

- A. This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED): ;
- B. The tenant is receiving this notice in connection with a first lease or a renewal lease, so the landlord does not need to check any of the lawful reasons listed below for not renewing a lease under Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED) \_\_\_\_\_;
- C. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law): \_\_\_\_\_;
- D. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law): \_\_\_\_\_;
- E. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part thereof, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law): ;
- F. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has failed to cure the violation after written notice that the violation must cease within 10 days of receipt of the written notice. For this good cause to apply, the obligation the tenant violated cannot be an obligation that was imposed for the purpose of circumventing the intent of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law. The landlord's rules or regulations that the tenant has violated also must be reasonable and have been accepted in writing by the tenant or made a part of the lease at the

beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law):

- G. The landlord is not renewing the lease because the tenant is either (a) committing or permitting a nuisance on the unit or the premises; (b) maliciously or grossly negligently causing substantial damage to the unit or the premises; (c) interfering with the landlord's, another tenant's, or occupants of the same or an adjacent building or structure's comfort and safety (good cause for eviction under paragraph c of subdivision 1 of section 216 of the Real Property Law):\_\_\_\_\_;
- H. The landlord is not renewing the lease because the tenant's occupancy of the unit violates law, and the landlord is subject to civil or criminal penalties for continuing to let the tenant occupy the unit. For this good cause to apply, a state or municipal agency having jurisdiction must have issued an order requiring the tenant to vacate the unit. No tenant shall be removed from possession of a unit on this basis unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the vacate order. If the landlord does not try to cure the conditions causing the violation of the law, the tenant has the right to pay or secure payment, in a manner satisfactory to the court, to cure the violation. Any tenant expenditures to cure the violation shall be applied against rent owed to the landlord. Even if removal of a tenant is absolutely essential to the tenant's health and safety, the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. The tenant also retains the right to bring an action for monetary damages against the landlord or to otherwise compel the landlord to comply with all applicable state or municipal housing codes (good cause for eviction under paragraph d of subdivision 1 of section 216 of the Real Property Law):\_\_\_;
- I. The landlord is not renewing the lease because the tenant is using or permitting the unit or premises to be used for an illegal purpose (good cause for eviction under paragraph e of subdivision 1 of section 216 of the Real Property Law):\_\_\_\_\_;
- J. The landlord is not renewing the lease because the tenant has unreasonably refused the landlord access to the unit for the purposes of making necessary repairs or improvements required by law or for the purposes of showing the premises to a prospective purchaser, mortgagee, or other person with a legitimate interest in the premises (good cause for eviction under paragraph f of subdivision 1 of section 216 of the Real Property Law):\_\_\_\_\_;
- K. The landlord is not renewing the lease because the landlord seeks in good faith to recover possession of the unit for the landlord's personal use and occupancy as the landlord's principal residence, or for the personal use and occupancy as a principal residence by the landlord's spouse, domestic partner, child, stepchild, parent, step-parent, sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The landlord can only recover the unit for these purposes if there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is: (a) 65 years old or older; or (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the

uses described herein by clear and convincing evidence (good cause for eviction under paragraph g of subdivision 1 of section 216 of the Real Property Law):;

- L. The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law):\_\_\_\_\_;
- M. The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from the housing rental market. To establish this good cause in an eviction proceeding, the landlord must establish good faith to withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paragraph i of subdivision 1 of section 216 of the Real Property Law):;
- N. The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but no more than 90 days, before the current lease expired. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published by August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph j of subdivision 1 of section 216 of the Real Property Law):\_\_\_\_\_.

Reservation of rights: The word "tenant" as recited in this notice is solely for identification purposes, and not a statement of legal status. No admission or concession of an owner right or remedy may or should be construed from the text or sending of this notice.

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 04/04/2025

Form 14 - L&T CONSPICUOUS PLACE SERVICE / MAILING



P23140294

KUCKER MARINO WINIARSKY & BITTENS, LLP      KUCKER MARINO WINIARSKY & BITTENS

109E9 LLC

index No.

PETITIONER

Date Filed

- vs -

Office No. **5426-0005**

JAMES T. HICKS

Court Date. **03/31/2025**

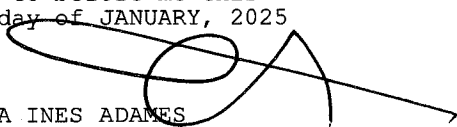
RESPONDENT

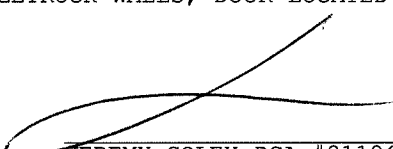
STATE OF **NEW YORK**, COUNTY OF **NEW YORK**      :SS:

**JEREMY COLEY** being duly sworn, deposes and says; I am over 18 years of age, not a party to this action, and reside in the State of New York. The property sought to be recovered is **109 EAST 9TH STREET APT. #4B NEW YORK NY 10003**

On the **31st day of December, 2024 at 10:31AM** deponent served the within **NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW, NOTICE OF INTENTION TO DISCONTINUE A HOTEL TENANCY AND TO COMMENCE AN ACTION OR PROCEEDING BASED ON NON-PRIMARY RESIDENCE** upon said RESPONDENT(s) to wit: **JAMES T. HICKS** after prior attempts were made on **12/30/2024, 6:31PM 12/31/2024, 10:31AM** by affixing a true copy thereof for each RESPONDENT upon a conspicuous part. to wit: the entrance door to said property. On all occasions deponent was unable to gain admittance thereat or to find a person of suitable age and discretion willing to receive same. **GREY DOOR, BEIGE TILE FLOORING, WHITE SHEETROCK WALLS, DOOR LOCATED UP THE STAIRS FOURTH FLOOR TO THE RIGHT DOWN THE HALL**

Sworn to before me this  
03RD day of **JANUARY, 2025**

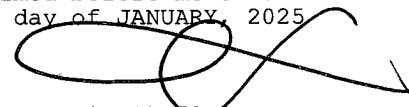
  
SELENA INES ADAMES  
Notary Public, State of New York  
No. 01AD6365042  
Qualified in **QUEENS COUNTY**  
Commission Expires 09/25/2025

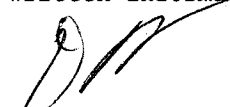
  
JEREMY COLEY DCA #2112646  
Lexitas - DCWP #2098109  
1235 BROADWAY 2ND FLOOR  
NEW YORK, NY 10001

STATE OF NEW YORK, COUNTY OF NEW YORK  
**DOUGLAS PHILIP** being duly affirmed, deposes and says that deponent is not a party to this action, is over 18 years of age and resides in the State of New York. That on the **31st day of December, 2024** deponent mailed other true copies thereof for each RESPONDENT enclosed in a postpaid properly addressed wrapper marked personal and confidential to the RESPONDENT(s) at the property sought to be recovered which is the RESPONDENT's residence or corporate RESPONDENT's principal place of business by certified mail (**9589071052702406273504 9589071052702406273511 9589071052702406273528**) and by prepaid regular first class mail, and **also to JAMES T. HICKS 518 9TH STREET NE, APT. #302, WASHINGTON, DC 20002 JAMES T. HICKS 117 PRESIDIO CT, VERONA, PA 15147**

by depositing the same in a Post Office under the exclusive care and custody of the United States Post Office Department within the State, that being the last-known address of the RESPONDENT(s) as to which the PETITIONER had written information or notice in writing.

Affirmed before me this  
03RD day of **JANUARY, 2025**

  
SELENA INES ADAMES  
Notary Public, State of New York  
No. 01AD6365042  
Qualified in **QUEENS COUNTY**  
Commission Expires 09/25/2025

  
DOUGLAS PHILIP 2121937-DCWP  
Lexitas - DCWP #2098109  
1235 BROADWAY 2ND FLOOR  
NEW YORK, NY 10001  
Reference No: 5-KB-S-23140294

**VERIFICATION**

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK    )

M. DAVID FONSECA, ESQ., one of the attorneys for the Petitioner herein, hereby affirms under the penalties of perjury and pursuant to CPLR 2106 that he has read said Petition and knows the contents thereof; and that upon information and belief the contents thereof are true. The source of your affirmant's information and belief are oral statements, books and records furnished by the Petitioner, its agents and/or employees and material contained in the office files. This Verification is made pursuant to RPAPL 741.

Dated: New York, New York  
April 4, 2025

*M. David Fonseca*  
\_\_\_\_\_  
M. DAVID FONSECA, ESQ.

KUCKER MARINO  
WINIARSKY & BITTENS, LLP  
Attorneys for Petitioner  
747 Third Avenue  
New York, New York 10017  
(212) 869-5030

**NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW**

This notice from your landlord serves to inform you of whether or not your unit/apartment/home is covered by the New York State Good Cause Eviction Law (Article 6-A of the Real Property Law) and, if applicable, the reason permitted under the New York State Good Cause Eviction Law that your landlord is not renewing your lease. Even if your apartment is not protected by Article 6-A, known as the New York State Good Cause Eviction Law, you may have other rights under other local, state, or federal laws and regulations concerning rents and evictions. This notice, which your landlord is required to fill out and give to you, does not constitute legal advice. You may wish to consult a lawyer if you have any questions about your rights under the New York State Good Cause Eviction Law or about this notice.

**NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)**

**UNIT INFORMATION**

STREET: 109 East 9<sup>th</sup> Street  
UNIT OR APARTMENT NUMBER: #4B  
CITY/TOWN/VILLAGE: New York  
STATE: New York  
ZIP CODE: 10003

**1. IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE ANSWER)**

YES   
NO

**2. IF THE UNIT IS EXEMPT FROM ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, WHY IS IT EXEMPT FROM THAT LAW? (PLEASE MARK ALL APPLICABLE EXEMPTIONS)**

- A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the Real Property Law ;
- B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to the tenant or tenants subject to the proceeding: the name

of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence. If the landlord is an entity, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding: the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence (exemption under subdivision 1 of section 214 of the Real Property Law)\_\_\_\_\_;

- C. Unit is located in an owner-occupied housing accommodation with no more than 10 units (exemption under subdivision 2 of section 214 of the Real Property Law) \_\_\_\_\_ ;
- D. Unit is subject to regulation of rents or evictions pursuant to local, state, or federal law (exemption under subdivision 5 of section 214 of the Real Property Law) ;
- E. Unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity (exemption under subdivision 6 of section 214 of the Real Property Law)\_\_\_\_\_;
- F. Unit is on or within a housing accommodation owned as a condominium or cooperative, or unit is on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general (exemption under subdivision 7 of section 214 of the Real Property Law)\_\_\_\_\_;
- G. Unit is in a housing accommodation that was issued a temporary or permanent certificate of occupancy within the past 30 years (only if building received the certificate on or after January 1st, 2009)(exemption under subdivision 8 of section 214 of the Real Property Law)\_\_\_\_\_;
- H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of section 7-108 of the General Obligations Law (exemption under subdivision 9 of section 214 of the Real Property Law)\_\_\_\_\_;
- I. Unit is in a Hospital as defined in subdivision 1 of section 2801 of the Public Health Law, continuing care retirement community licensed pursuant to Article 46 or 46-A of the Public Health Law, assisted living residence licensed pursuant to Article 46-B of the Public Health Law, adult care facility licensed pursuant to Article 7 of the Social 44 Services Law, senior residential community that has submitted an offering plan to the attorney general, or not-for-profit independent retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents (exemption under subdivision 10 of section 214 of the Real Property Law) \_\_\_\_\_;
- J. Unit is a manufactured home located on or in a manufactured home park as defined in section 233 of the Real Property Law (exemption under subdivision 11 of section 214 of the Real Property Law)\_\_\_\_\_;
- K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law);

- L. Unit is a dormitory owned and operated by an institution of higher education or a school (exemption under subdivision 13 of section 214 of the Real Property Law) ;
- M. Unit is within and for use by a religious facility or institution (exemption under subdivision 14 of section 214 of the Real Property Law)\_\_\_\_\_;
- N. Unit has a monthly rent that is greater than the percent of fair market rent established in a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York Good Cause Eviction Law, or 245 percent of the fair market rent, as applicable. Fair market rent refers to the figure published by the United States Department of Housing and Urban Development, for the county in which the housing accommodation is located, as shall be published by the Division of Housing and Community Renewal no later than August 1st in any given year. The Division of Housing and Community Renewal shall publish the fair market rent and 245 percent of the fair market rent for each unit type for which such fair market rent is published by the United States Department of Housing and Urban Development for each county in New York State in the annual publication required pursuant to subdivision 7 of section 211 of the Real Property Law (exemption under subdivision 15 of section 214 of the Real Property Law)\_\_\_;

**3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES?** (A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent.)

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

- A. The rent is not being increased above the threshold for presumptively unreasonable rent increases described above:\_\_\_\_\_;
- B. The rent is being increased above the threshold for presumptively unreasonable rent increases described above:

B-1: If the rent is being increased above the threshold for presumptively unreasonable rent increases described above, what is the justification for the increase:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE, WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE?**

(PLEASE MARK ALL APPLICABLE REASONS)

- A. This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED): ;
- B. The tenant is receiving this notice in connection with a first lease or a renewal lease, so the landlord does not need to check any of the lawful reasons listed below for not renewing a lease under Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED) \_\_\_\_\_;
- C. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law): \_\_\_\_\_;
- D. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law): \_\_\_\_\_;
- E. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part thereof, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law): ;
- F. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has failed to cure the violation after written notice that the violation must cease within 10 days of receipt of the written notice. For this good cause to apply, the obligation the tenant violated cannot be an obligation that was imposed for the purpose of circumventing the intent of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law. The landlord's rules or regulations that the tenant has violated also must be reasonable and have been accepted in writing by the tenant or made a part of the lease at the

beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law):

- G. The landlord is not renewing the lease because the tenant is either (a) committing or permitting a nuisance on the unit or the premises; (b) maliciously or grossly negligently causing substantial damage to the unit or the premises; (c) interfering with the landlord's, another tenant's, or occupants of the same or an adjacent building or structure's comfort and safety (good cause for eviction under paragraph c of subdivision 1 of section 216 of the Real Property Law):\_\_\_\_\_;
- H. The landlord is not renewing the lease because the tenant's occupancy of the unit violates law, and the landlord is subject to civil or criminal penalties for continuing to let the tenant occupy the unit. For this good cause to apply, a state or municipal agency having jurisdiction must have issued an order requiring the tenant to vacate the unit. No tenant shall be removed from possession of a unit on this basis unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the vacate order. If the landlord does not try to cure the conditions causing the violation of the law, the tenant has the right to pay or secure payment, in a manner satisfactory to the court, to cure the violation. Any tenant expenditures to cure the violation shall be applied against rent owed to the landlord. Even if removal of a tenant is absolutely essential to the tenant's health and safety, the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. The tenant also retains the right to bring an action for monetary damages against the landlord or to otherwise compel the landlord to comply with all applicable state or municipal housing codes (good cause for eviction under paragraph d of subdivision 1 of section 216 of the Real Property Law):\_\_\_;
- I. The landlord is not renewing the lease because the tenant is using or permitting the unit or premises to be used for an illegal purpose (good cause for eviction under paragraph e of subdivision 1 of section 216 of the Real Property Law):\_\_\_\_\_;
- J. The landlord is not renewing the lease because the tenant has unreasonably refused the landlord access to the unit for the purposes of making necessary repairs or improvements required by law or for the purposes of showing the premises to a prospective purchaser, mortgagee, or other person with a legitimate interest in the premises (good cause for eviction under paragraph f of subdivision 1 of section 216 of the Real Property Law):\_\_\_\_\_;
- K. The landlord is not renewing the lease because the landlord seeks in good faith to recover possession of the unit for the landlord's personal use and occupancy as the landlord's principal residence, or for the personal use and occupancy as a principal residence by the landlord's spouse, domestic partner, child, stepchild, parent, step-parent, sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The landlord can only recover the unit for these purposes if there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is: (a) 65 years old or older; or (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the

uses described herein by clear and convincing evidence (good cause for eviction under paragraph g of subdivision 1 of section 216 of the Real Property Law):;

- L. The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law):\_\_\_\_\_;
- M. The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from the housing rental market. To establish this good cause in an eviction proceeding, the landlord must establish good faith to withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paragraph i of subdivision 1 of section 216 of the Real Property Law):;
- N. The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but no more than 90 days, before the current lease expired. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published by August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph j of subdivision 1 of section 216 of the Real Property Law):\_\_\_\_\_.

Reservation of rights: The word "tenant" as recited in this notice is solely for identification purposes, and not a statement of legal status. No admission or concession of an owner right or remedy may or should be construed from the text or sending of this notice.

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK: HOUSING PART

-----X  
109E9 LLC

Petitioner-Landlord,

-against-

JAMES T. HICKS,  
109 East 9<sup>th</sup> Street  
Apartment #4B  
New York, New York 10003

Respondent-Tenant,

“JOHN DOE” and/or “JANE DOE”

Respondents-Undertenants  
-----X

Index No.

**NOTICE OF HOLDOVER  
PETITION**

Petitioners’ Business Address  
109 East 9<sup>th</sup> Street, 1<sup>st</sup> Floor  
New York, New York 10003

**Your landlord is suing you for eviction.**

1. Your landlord has started a holdover eviction case against you. That means the landlord says you should be evicted for a reason other than not paying your rent. The landlord’s reasons are given in the attached Petition.
2. Your landlord is asking this Court for:
  - Permission to evict you from your home as listed below (provided you do not qualify for temporary protection from eviction under New York State Law, New York State Governor Executive Orders and/or Centers for Disease Control and Prevention Guidelines):

109 East 9 <sup>th</sup> Street Apartment #4B New York, New York 10003
--

3. You must come to the Civil Court: New York County  
Date: \_\_\_\_\_, \_\_\_\_\_ Time: \_\_\_\_\_  
Address: 111 Centre Street  
New York, New York 10013  
Room/Part: \_\_\_\_\_

**Warning!** If you don’t come to court at this date and time, a judgment may be entered against you. If that happens, the landlord will have the right to evict you, subject to any stays as set forth under New York State Law, New York State Governor Executive Orders and/or Centers for Disease Control and Prevention Guidelines. You have a right to postpone the case for 14 days, but you have to come to court to ask for that.

4. In court, you may tell the judge the legal reasons that you should be allowed to stay in your home. The legal reasons are called defenses. You can also say any claims you have against the landlord. You will have to prove your defenses and claims in court. You can also give your Answer in writing. Information to help you Answer the Petition is available online at [nycourts.gov/housingnyc](http://nycourts.gov/housingnyc).

**Important!** If you don't tell the clerk about a defense in your Answer you might not be able to talk about it later in this case or any other case.

5. If your name is not on this Notice, but you live in the home listed above, you have a right to come to Court on the court date and tell the judge the legal reasons that you should be allowed to stay in your home.

6. **Available Resources:**

- **Legal Help:** Under New York City Law, you may be able to get a free lawyer to represent you in this case. Call 718-557-1379 or go to [nycourts.gov/nyc-freelawyer](http://nycourts.gov/nyc-freelawyer) for information about getting free legal help. If you have money to hire a lawyer, you can contact the New York City Bar Legal Referral Service at 212-626-7373.
- **Language Help:** If you don't speak English well you have a right to a free court interpreter. Tell the Court Clerk you need an interpreter, or call 646 386-5670. To read a translation of this Notice in another language visit: [www.nycourts.gov/housingnyc](http://www.nycourts.gov/housingnyc). For information on evictions:

**646 386-5750: Informations concernant les expulsions • বেদখলের তথ্য • 迫迁相关信息**  
**迫遷相關資訊 • Информация о выселении • معلومات بشأن حالات الطرد •**  
**بے دخلیوں کی معلومات • Enfòmasyon Konsènan Degèpisman • Información sobre desalojos**

- **ADA Help:** If you need special accommodations to use the court because of a disability, call 646-386-5300 or 711 (TTY) or tell a Court Clerk.
- **Financial Help:** If you owe the rent and don't have the money, contact HRA's Infoline at (718) 557-1399 for more information about getting help to pay the rent.
- **Help at the Courthouse:** There is a Help Center in the courthouse where you can speak to a Court Attorney or a Volunteer Lawyer.
- **Online Help:** Visit the Housing Court's website at: [nycourts.gov/housingnyc](http://nycourts.gov/housingnyc) (also available in Spanish and Chinese) or visit LawHelpNY at [www.lawhelpny.org](http://www.lawhelpny.org).

**Postponements and Rent Deposits.** In court, you can ask to postpone your case. You have a right to postpone the case for at least 14 days. If your case is not finished in 60 days or you ask to postpone the case again, the court can order you to deposit money in court or make a rent payment to the landlord. If you don't do this, your case may go to trial right away. RPAPL Sec. 745.

**After Judgment.** If the court orders a judgment against you after a trial, the court may give you time to move. After that time is up, you will get a Notice of Eviction from a Marshal giving you at least 14 days to leave. If you don't leave, you will be evicted by the Marshal. RPAPL 749(2).

City of New York, County of New York

Dated: April 4, 2025

Clerk of the Civil Court of the City of New York: \_\_\_\_\_  
Tanya Faye, Esq.

Petitioner or Attorney for Petitioner:

M. David Fonseca, Esq.  
Kucker Marino Winiarsky & Bittens, LLP  
747 Third Avenue, 12th Floor  
New York, New York 10017  
(212) 869-5030

Address:

Telephone No.

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK: HOUSING PART

-----X  
109E9 LLC

Petitioner-Landlord,

-against-

JAMES T. HICKS,  
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Respondents-Undertenants

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2. Your landlord is asking this Court for:
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109 East 9<sup>th</sup> Street  
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New York, New York 10003

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Date: \_\_\_\_\_, \_\_\_\_\_ Time: \_\_\_\_\_  
Address: 111 Centre Street  
New York, New York 10013  
Room/Part: **May 1, 2025 at 9:30 AM in Part G, Room 581**

**Warning!** If you don’t come to court at this date and time, a judgment may be entered against you. If that happens, the landlord will have the right to evict you, subject to any stays as set forth under New York State Law, New York State Governor Executive Orders and/or Centers for Disease Control and Prevention Guidelines. You have a right to postpone the case for 14 days, but you have to come to court to ask for that.

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**迫遷相關資訊 • Информация о выселении • معلومات بشأن حالات الطرد**

**بے دخلیوں کی معلومات • Enfòmasyon Konsènan Degèpisman • Información sobre desalojos**

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City of New York, County of New York

Dated: April 4, 2025

Clerk of the Civil Court of the City of New York: \_\_\_\_\_  
Tanya Faye, Esq.

Petitioner or Attorney for Petitioner: M. David Fonseca, Esq.  
Kucker Marino Winiarsky & Bittens, LLP  
Address: 747 Third Avenue, 12th Floor  
New York, New York 10017  
Telephone No. (212) 869-5030



**KUCKER MARINO WINIARSKY & BITTENS, LLP**  
CIVIL COURT NEW YORK COUNTY STATE OF NEW YORK  
109E9 LLC

KUCKER MARINO WINIARSKY & BITTENS

- vs -  
JAMES T. HICKS, JOHN DOE, JANE DOE

PETITIONER  
Date Filed  
Office No. **5426-0005**  
Court Date. **05/01/2025**  
RESPONDENT

STATE OF **NEW YORK**, COUNTY OF **NEW YORK** :SS:

**JEREMY COLEY** being duly sworn, deposes and says; I am over 18 years of age, not a party to this action, and reside in the State of New York.  
The property sought to be recovered is  
**109 EAST 9TH STREET**  
**APT. #4B**  
**NEW YORK NY 10003**

On the **15th day of April, 2025 at 1:28PM**  
deponent served the within **NOTICE OF PETITION & PETITION, HOLDOVER, NOTICE OF ELECTRONIC FILING**

upon said **RESPONDENT(s)** to wit: **JAMES T. HICKS**  
after prior attempts were made on  
**04/14/2025, 9:34PM 04/15/2025, 1:28PM** by affixing a true copy thereof for each  
**RESPONDENT** upon a conspicuous part. to wit: the entrance door to said property. On all occasions deponent was unable to gain admittance thereat or to find a person of suitable age and discretion willing to receive same.  
GREY DOOR, BEIGE TILE FLOORING, WHITE SHEETROCK WALLS, DOOR LOCATED UP THE STAIRS 4TH FLOOR TO THE RIGHT DOWN THE STAIRS  
**COMMENTS: PART G ROOM 581 @ 9:30AM**

18 Sworn to before me this  
16TH day of APRIL, 2025

SELENA INES ADAMES  
Notary Public, State of New York  
No. 01AD6365042  
Qualified in QUEENS COUNTY  
Commission Expires 09/25/2025

JEREMY COLEY DCA #2112646  
Lexitas - DCWP #2098109  
1235 BROADWAY 2ND FLOOR  
NEW YORK, NY 10001

STATE OF NEW YORK, COUNTY OF NEW YORK

**DOUGLAS PHILIP** being duly affirmed, deposes and says that deponent is not a party to this action, is over 18 years of age and resides in the State of New York.  
That on the **16th day of April, 2025** deponent mailed other true copies thereof for each **RESPONDENT** enclosed in a postpaid properly addressed wrapper marked personal and confidential to the **RESPONDENT(s)** at the property sought to be recovered which is the **RESPONDENT's** residence or corporate **RESPONDENT's** principal place of business by certified mail (**9589071052702970549371 9589071052702970549388 9589071052702970549395**) and by prepaid regular first class mail, and

also to **JAMES T. HICKS, 518 9TH STREET NE, APT. #302, WASHINGTON, DC 20002**  
**JAMES T. HICKS, 117 PRESIDIO CT., VERONA, PA 15147**

by depositing the same in a Post Office under the exclusive care and custody of the United States Post Office Department within the State, that being the last-known address of the **RESPONDENT(s)** as to which the **PETITIONER** had written information or notice in writing.

Affirmed before me this  
16TH day of APRIL, 2025

SELENA INES ADAMES  
Notary Public, State of New York  
No. 01AD6365042  
Qualified in QUEENS COUNTY  
Commission Expires 09/25/2025

DOUGLAS PHILIP 2121937-DCWP  
Lexitas - DCWP #2098109  
1235 BROADWAY 2ND FLOOR  
NEW YORK, NY 10001  
Reference No: 6-KB-S-23971730

NYSCEF DOC. NO. 4

RECEIVED NYSCEF: 04/18/2025

Form 14 - L&T CONSPICUOUS PLACE SERVICE / MAILING



KUCKER MARINO WINIARSKY & BITTENS, LLP  
CIVIL COURT NEW YORK COUNTY STATE OF NEW YORK  
109E9 LLC

KUCKER MARINO WINIARSKY & BITTENS

index No. **LT-306109-25/NY**  
Date Filed  
Office No. **5426-0005**  
Court Date. **05/01/2025**

- vs -  
JAMES T. HICKS, JOHN DOE, JANE DOE

PETITIONER  
  
  
RESPONDENT

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**04/14/2025, 9:34PM 04/15/2025, 1:28PM** by affixing a true copy thereof for each  
RESPONDENT upon a conspicuous part. to wit: the entrance door to said property. On all occasions deponent was unable to gain admittance thereat or to find a person of suitable age and discretion willing to receive same.  
GREY DOOR, BEIGE TILE FLOORING, WHITE SHEETROCK WALLS, DOOR LOCATED UP THE STAIRS 4TH FLOOR TO THE RIGHT DOWN THE STAIRS  
**COMMENTS: PART G ROOM 581 @ 9:30AM**

18 Sworn to before me this  
16TH day of APRIL, 2025

SELENA INES ADAMES  
Notary Public, State of New York  
No. 01AD6365042  
Qualified in QUEENS COUNTY  
Commission Expires 09/25/2025

JEREMY COLEY DCA #2112646  
Lexitas - DCWP #2098109  
1235 BROADWAY 2ND FLOOR  
NEW YORK, NY 10001

STATE OF NEW YORK, COUNTY OF NEW YORK  
**DOUGLAS PHILIP** being duly affirmed, deposes and says that deponent is not a party to this action, is over 18 years of age and resides in the State of New York.  
That on the **16th day of April, 2025** deponent mailed other true copies thereof for each RESPONDENT enclosed in a postpaid properly addressed wrapper marked personal and confidential to the RESPONDENT(s) at the property sought to be recovered which is the RESPONDENT's residence or corporate RESPONDENT's principal place of business by certified mail (**9589071052702970549418**) and by prepaid regular first class mail, and by depositing the same in a Post Office under the exclusive care and custody of the United States Post Office Department within the State, that being the last-known address of the RESPONDENT(s) as to which the PETITIONER had written information or notice in writing.

Affirmed before me this  
16TH day of APRIL, 2025

SELENA INES ADAMES  
Notary Public, State of New York  
No. 01AD6365042  
Qualified in QUEENS COUNTY  
Commission Expires 09/25/2025

DOUGLAS PHILIP 2121937-DCWP  
Lexitas - DCWP #2098109  
1235 BROADWAY 2ND FLOOR  
NEW YORK, NY 10001  
Reference No: 6-KB-S-23971789

Form 14 - L&T CONSPICUOUS PLACE SERVICE / MAILING



P23971763

KUCKER MARINO WINIARSKY & BITTENS, LLP  
CIVIL COURT NEW YORK COUNTY STATE OF NEW YORK

KUCKER MARINO WINIARSKY & BITTENS

109E9 LLC

index No. **LT-306109-25/NY**

PETITIONER

Date Filed

- vs -

Office No. **5426-0005**

JAMES T. HICKS, JOHN DOE, JANE DOE

Court Date. **05/01/2025**

RESPONDENT

STATE OF **NEW YORK**, COUNTY OF **NEW YORK** :SS:

**JEREMY COLEY** being duly sworn, deposes and says; I am over 18 years of age, not a party to this action, and reside in the State of New York.

The property sought to be recovered is

**109 EAST 9TH STREET  
APT. #4B  
NEW YORK NY 10003**

On the **15th day of April, 2025 at 1:28PM**

deponent served the within **NOTICE OF PETITION & PETITION, HOLDOVER, NOTICE OF ELECTRONIC FILING**

upon said **RESPONDENT(s)** to wit: **JOHN DOE**

after prior attempts were made on

**04/14/2025, 9:34PM 04/15/2025, 1:28PM** by affixing a true copy thereof for each

**RESPONDENT** upon a conspicuous part. to wit: the entrance door to said property. On all occasions deponent was unable to gain admittance thereat or to find a person of suitable age and discretion willing to receive same.

**GREY DOOR, BEIGE TILE FLOORING, WHITE SHEETROCK WALLS, DOOR LOCATED UP THE STAIRS 4TH FLOOR TO THE RIGHT DOWN THE STAIRS**

**COMMENTS: PART G ROOM 581 @ 9:30AM**

18

Sworn to before me this  
16TH day of APRIL, 2025

SELENA INES ADAMES  
Notary Public, State of New York  
No. 01AD6365042  
Qualified in QUEENS COUNTY  
Commission Expires 09/25/2025

JEREMY COLEY DCA #2112646  
Lexitas - DCWP #2098109  
1235 BROADWAY 2ND FLOOR  
NEW YORK, NY 10001

STATE OF NEW YORK, COUNTY OF NEW YORK

**DOUGLAS PHILIP** being duly affirmed, deposes and says that deponent is not a party to this action, is over 18 years of age and resides in the State of New York.

That on the **16th day of April, 2025** deponent mailed other true copies thereof for each **RESPONDENT** enclosed in a postpaid properly addressed wrapper marked personal and confidential to the **RESPONDENT(s)** at the property sought to be recovered which is the **RESPONDENT's** residence or corporate **RESPONDENT's** principal place of business by certified mail (**9589071052702970549401**) and by prepaid regular first class mail, and by depositing the same in a Post Office under the exclusive care and custody of the United States Post Office Department within the State, that being the last-known address of the **RESPONDENT(s)** as to which the **PETITIONER** had written information of notice in writing.

Affirmed before me this  
16TH day of APRIL, 2025

SELENA INES ADAMES  
Notary Public, State of New York  
No. 01AD6365042  
Qualified in QUEENS COUNTY  
Commission Expires 09/25/2025

DOUGLAS PHILIP 2121937-DCWP  
Lexitas - DCWP #2098109  
1235 BROADWAY 2ND FLOOR  
NEW YORK, NY 10001  
Reference No: 6-KB-S-23971763

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK: HOUSING PART G

109E9 LLC

Petitioner-Landlord,

-against-

James Hicks

Respondent-Tenant,

“John Doe” & “Jane Doe”

Respondents-Undertenants

109 East 9<sup>th</sup> Street  
Apt. 4b  
New York, NY 10003

Index No.  
LT-306109-25/NY

**NOTICE OF APPEARANCE**

PLEASE TAKE NOTICE that MANHATTAN LEGAL SERVICES, INC. is hereby appearing as the attorney for Respondent, JAMES HICKS and requests that all papers be served upon the undersigned at the office and address stated below.

Dated: June 23, 2025  
New York, New York

Respectfully submitted,



MANHATTAN LEGAL SERVICES

By: Zachary D. Carlson, Esq.  
40 Worth Street, Suite 606  
New York, NY 10013  
(646) 442-3100  
Direct Dial: (646) 442-3309  
Email: zdcarlson@lsnyc.org

TO (via NYSCEF):

Kucker Marino Winiarksy & Bittens, LLP  
747 Third Ave  
New York, NY 10017  
(212) 869-5030  
*Attorney for Petitioner*

CIVIL COURT OF THE CITY OF NEW YORK

County of NY

Date 6/24/25

Part 6

Index No. L&T: 306109-25

Page 1 of 1

Hon. Meeters

109 E9 LLC

Petitioner(s)

against

James Hicks, et al.

Respondent(s)

#40  
& ATTY

STIPULATION OF SETTLEMENT

The parties understand that each party has the right to a trial, the right to see a Judge at any time and the right not to enter into a stipulation of settlement. However, after review of all the issues, the parties agree that they do not want to go to trial and instead agree to the following stipulation in settlement of the issues in this matter.

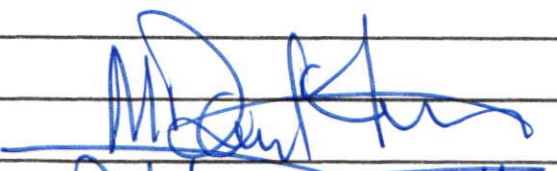
Party (please print)	Added/Amended or Deleted	Appearance	No Appearance	No Answer
Petitioner By Counsel		✓		
Respondent 1 By Counsel		✓		
Respondent 2				
Respondent 3				

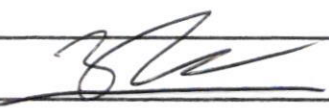
The Parties hereby agree + stipulate as follows:

① Proceedings enjoined on Consent for all purposes to August 6, 2025 in contemplation of ~~Settlement~~ Settlement. at 10:30 am

② Respondent waives traverse and consents to jurisdiction of the Court.

③ Petitioner may accept used occupancy without prejudice.

  
Petitioner by atty  
KMWAB

  
By: Zachary Carson  
MLS-CF Counsel

FILED

Civil Court of the City of New York  
County of New York

Index #: LT-306109-25/NY

SEP 17 2025



109E9 LLC

Petitioner(s)

NEW YORK COUNTY  
CIVIL COURT

Affirmation of Unavailability  
with  
Request for Adjournment

-against-

James T. Hicks; "John" "Doe"; "Jane" "Doe"

Respondent(s)

I, O'Hara Mars, the respondent in this action am unavailable to appear in  
(Respondent)

court due to the following: (Select the appropriate choice)

I am homebound due to: \_\_\_\_\_

I am incarcerated in \_\_\_\_\_ facility.

The period of this incarceration ends on \_\_\_\_\_.

Other reason I am having a medical procedure  
during the afternoon of Oct. 10, 2025.

Length of unavailability I will be unavailable from 12pm on 10/10 -  
10/14/25

I affirm this 17 day of September, 2025, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

Printed Name: O'Hara Mars

Signature: O'Hara Mars

**REQUEST FOR ADJOURNMENT**

*This request does not guarantee an adjournment.*

Please adjourn this action until \_\_\_\_\_, for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Respondent

*An adjournment may only be granted by the judge assigned on the scheduled date.*

#55

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK: HOUSING PART G

109E9 LLC

Petitioner-Landlord,

-against-

James T. Hicks, et al.

Respondent-Tenant,

"JOHN DOE" and/or "JANE DOE"

Respondents-Undertenants

109 E 9<sup>th</sup> Street, Apt. 4B  
New York, NY 10003

Index No.

LT-306109-25/NY

**STIPULATION OF SETTLEMENT**

Respondent James T. Hicks (hereinafter "Respondent"), by his undersigned counsel, Respondent "Jane Doe", and Petitioner, agree to settle this matter as follows:

1. Respondent-Undertenant O'Hara Mars sued herein as "Jane Doe" consents to the jurisdiction of the Court. The parties consent to amending the pleadings to substitute Respondent-Undertenant "Jane Doe" with O'Hara Mars.
2. Petitioner is awarded a final judgment of possession. Without admitting to any of the allegations in the Petition and Notice of Termination, Respondent Hicks and Respondent-undertenant O'Hara Mars consent to the final judgment of possession. Warrant of eviction issues forthwith, but execution of the warrant of eviction is stayed pursuant to the terms of this Agreement.
3. Respondent Hicks is the Tenant of Record of Apt. 4B (the "subject premises") at 109 East 9<sup>th</sup> Street New York, NY 10003 (the "subject building"). Respondent-undertenant O'Hara Mars ("Jane Doe") is currently living in the subject premises with Respondent Hicks' permission and without Petitioner's permission. Respondent-Tenant and

Respondent-Undertenant represent that Respondent-Undertenant is the sole occupant of the subject premises, based upon this representation, Petitioner discontinues as against "John Doe" without prejudice.

- 4. Effective as of the date of this Stipulation, Respondent Hicks shall and hereby does surrender occupancy and also surrenders all of his rights, title, interest and/or other claims to any lease and/or occupancy of the subject premises to Petitioner.
- 5. Respondent Hicks represents and warrants that he has not granted any rights to or claims against the subject premises in favor of any other person or entity, and that to the best of his knowledge and belief, there are no other persons and/or entities having any rights to or claims against the subject premises.
- 6. Respondent-undertenant O'Hara Mars ("Jane Doe") acknowledges that she has no claim for succession and/or tenancy rights to the subject premises other than the rights to remain in occupancy of the subject premises pursuant to the instant agreement.
- 7. Respondent-Undertenant shall vacate and surrender possession of the subject premises no later than <sup>July</sup>~~May~~ 31, 2026 ("Surrender Date"), or earlier pursuant to the following conditions:
  - a. Respondent-Undertenant shall comply with any vacate Order from any Court, Department of Buildings or HPD, or any government agency, pursuant to law which requires the subject premises be unoccupied, and any such Order shall accelerate the Surrender Date; or
  - b. Should an agreement be reached with the remaining tenants of the subject building for either the temporary or permanent relocation from their respective units, Respondent-Undertenant shall be provided written notice of said agreement

MDF  
ZOC

and Respondent-Undertenant shall surrender and vacate the subject premises within ~~ten (10)~~ <sup>30 (thirty)</sup> days from notice, to be mailed to the subject premises, thus accelerating the Surrender Date ("Accelerated Surrender Date").

c. Respondents shall pay use and occupancy in the amount of \$177.45 per month, by the end of each month, from ~~September~~ <sup>November</sup> 2025 through Surrender Date. Upon default in payment, Respondent's counsel and Respondent-Undertenant shall be notified via email, and Respondents shall be given ~~10~~ <sup>20</sup> days to cure said default from the date of the notice. Respondents shall be afforded two such cures during this time period and if Respondents' default continues after the ~~10~~ <sup>20</sup> days from the cure notice, or after the second such notice is provided, Petitioner may execute upon the warrant of eviction after service of the marshal's notice.

MDF  
ZDC

d. In case of default on #7a, b or c, Petitioner shall execute upon the warrant of eviction after service of the marshal's notice. Earliest Eviction Date is ~~October 1,~~ <sup>December</sup> 2025.

MDF  
ZDC

8. Respondent-Undertenant's voluntary surrender shall be evidenced by tender of the keys to Petitioner and/or Petitioner's counsel and Respondent-Undertenant shall be entitled to a written receipt for the keys.

9. Respondent Hicks has a zero-balance through ~~September 30,~~ <sup>October</sup> 2025. Respondents shall continue to pay Use and Occupancy in the amount of \$177.45 per month, by the end of each month, through the date of vacatur.

MDF  
ZDC

10. The Parties hereby unconditionally waive any right to recover any late fees, legal fees, and/or any other charges against the other to date. Except for the obligations set forth herein, the Parties hereby generally release each other of any claims that might exist

against each other existing as of the date hereof from the beginning of the tenancy through the execution of this Agreement. Petitioner reserves its rights to seek legal fees in case of default.

11. The parties represent and warrant to each other that they:(a) freely and of their own volition have entered into this Stipulation and have voluntarily, knowingly, and intentionally executed and delivered this Stipulation, intending to be fully bound hereby, without any threat, harassment, other improper inducement, or other improper conduct, either on the date hereof or heretofore.

12. <sup>The parties</sup> Respondents expressly confirm and acknowledge that they have not been harassed or suffered any act that may be interpreted as harassment during their occupancy of the Premises, and that neither Petitioner nor any party associated with or acting on behalf of Petitioner has engaged in any act that Respondents considered to be harassment, either in layman terms or pursuant to Sections 27-2004(a)(48) of the Housing Maintenance Code and/or 2525.5 of the Rent Stabilization Code. *through the execution of this agreement.*

*MDR  
ZDL*

13. Petitioner shall continue to provide all essential services as required by law until such time as the Respondent-Undertenant has surrendered possession. In case of default, the matter may be restored upon eight (8) days written notice of motion for appropriate relief.

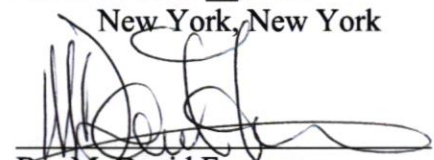
14. Upon Respondents' timely vacatur of the subject premises, this matter shall be deemed discontinued as to all claims against Respondents. The judgment of possession and warrant shall be vacated.

15. In the event of ambiguity, this Stipulation shall be deemed drafted by counsel for both sides.

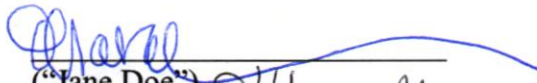
16. This agreement shall be binding on the parties and constitute a complete and final agreement between the parties.

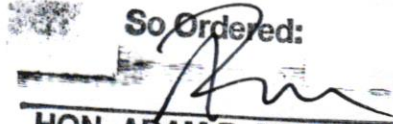
17. Fax and/or copy signatures are deemed originals for all purposes.

Dated: October <sup>29</sup>, 2025  
New York, New York

  
By: M. David Fonseca  
Kucker Marino Winiarsky & Bittens, LLP  
747 Third Avenue  
New York, NY  
(212) 869-5030  
Email: [dfonseca@kuckermarino.com](mailto:dfonseca@kuckermarino.com)  
*Attorneys for Petitioner*

  
By: Zachary Carlson  
Manhattan Legal Services  
40 Worth Street, Suite 704  
New York, NY 100  
(646) 442-3100  
Email : [zdcarlson@lsnyc.org](mailto:zdcarlson@lsnyc.org)  
*Attorneys for Respondent*

  
("Jane Doe") *Hara Mars*  
Respondent

So Ordered:  
  
HON. ADAM R. MEYERS  
Judge, Housing Court

**New York County Civil Court  
Landlord and Tenant Judgment**

Petitioner(s):  
109E9 LLC

**Index Number: LT-306109-25/NY**

vs.

Respondent(s):  
James T. Hicks;  
O'Hara Mars

A Notice of Petition and Holdover Petition duly verified and proof of service having been filed with this court and the issue having been settled between the parties, a final order is made, Per Stipulation of Parties in favor of Petitioner: 109E9 LLC.

On Motion of: Kucker Marino Winiarsky & Bittens, LLP  
747 Third Avenue, New York, NY 10017

**IT IS ADJUDGED:**

That possession of the premises, described in the petition located at 109 East 9th Street, Apartment 4B, New York, NY 10003-, be awarded to the petitioner(s).

This court has determined this case to be a consumer debt action against a natural person, therefore the 2% post-judgment interest rate pursuant to NY CPLR §5004(a) applies.

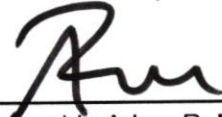
Petitioner creditor(s) and address(es):  
(1) 109E9 LLC, at 109 East 9th Street, 1st Floor, New York, NY 10003

Respondent debtor(s) and address(es):  
(1) James T. Hicks, at 109 East 9th Street, Apartment 4B, New York, NY 10003  
(2) O'Hara Mars, at 109 East 9th Street, Apartment 4B, New York, NY 10003

**IT IS FURTHER ORDERED:**

That a warrant of eviction shall issue removing James T. Hicks and O'Hara Mars from the described premises. The execution of the warrant is stayed per Stipulation/Order. The earliest date upon which execution may occur is 12/01/2025.

Date of Decision: 10/29/2025

  
Honorable Adam R. Meyers  
Housing Court Judge

Judgment entered at New York County Civil Court, 111 Centre Street, New York, NY 10013, in the STATE OF NEW YORK in the total amount of **\$0.00 on 10/29/2025 at 12:37 PM.**

Judgment sequence 1

  
Tanya Faye, Chief Clerk

Warrant issued to Marshal null 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.



GARY H. ROSE  
CITY MARSHAL

**CITY MARSHAL  
OF THE  
CITY OF NEW YORK**  
2426 RALPH AVENUE  
BROOKLYN, NY 11234  
(718) 645-2100  
FAX (718) 645-5920

**WARRANT REQUISITION**  
-----

COUNTY NEW YORK

INDEX# 306109/25

MARSHAL'S DOCKET# 041725

**PETITIONERS**

**RESPONDENT(S)**

109E9 LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

JAMES T. HICKS  
\_\_\_\_\_  
O'HARA MARS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADDRESS**

APT: 4B  
\_\_\_\_\_  
ROOMS: ALL FLOOR:  
\_\_\_\_\_  
109 EAST 9TH STREET  
\_\_\_\_\_  
NEW YORK NY 10003  
\_\_\_\_\_

N/P  H/O  A/T  DEF  RES  COM

COMMENTS \_\_\_\_\_  
\_\_\_\_\_

DATE 10/31/25

*Gary H. Rose*  
\_\_\_\_\_  
SIGNATURE

GARY H. ROSE, CITY MARSHAL BADGE# 81