

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 9th 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 9th 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 th Street, 1sts Floor New York, New York 10003

10. Except for the subject premises being sought in this proceeding, 518 9th 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

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

PLEASE TAKE NOTICE, that 109E9 LLC (“Landlord”), the landlord of 109 East 9th 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 9th 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 9th 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 9th 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**

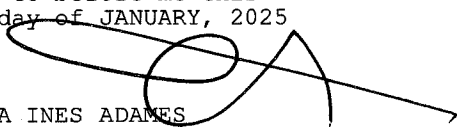
after prior attempts were made on

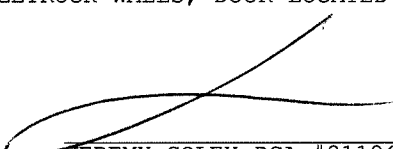
12/30/2024, 6:31PM 12/31/2024, 10:31AM by affixing a true copy thereof for each

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.

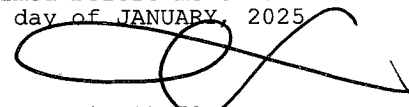
That on the **31st day of December, 2024** deponent mailed other true copies thereof for each RESPONDENT enclosed in a postpaid properly addressed wrapper marked personal and confidential to the RESPONDENT(s) at the property sought to be recovered which is the RESPONDENT's residence or corporate RESPONDENT's 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 9th 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 9th 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 9th Street, 1st 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 th 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.

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 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. 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 (also available in Spanish and Chinese) or visit LawHelpNY at 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,

Index No.

-against-

**NOTICE OF HOLDOVER
PETITION**

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

Respondent-Tenant,

Petitioners' Business Address
109 East 9th Street, 1st Floor
New York, New York 10003

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

-----X

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 9th 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: _____ **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.

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.

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.

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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 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.
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Enfòmasyon Konsènan Degèpisman • Información sobre desalojos

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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.



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

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

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

PETITIONER

index No. **LT-306109-25/NY**
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: **JANE 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 (**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



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

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

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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