

**NOTICE OF NON-RENEWAL OF LEASE
AND INTENTION TO COMMENCE SUMMARY
PROCEEDINGS BASED UPON NON-PRIMARY RESIDENCE**

TO: AMY GARTRELL, Tenant
119 Freeman Street, Apt. 2R
Brooklyn, New York 11222

TO: "JOHN DOE" & "JANE DOE", Occupants
119 Freeman Street, Apt. 2R
Brooklyn, New York 11222

SUBJECT PREMISES: 119 Freeman Street, Apt. 2R
Brooklyn, New York 11222

Additional copies were sent via regular mail and certified mail to Amy Gartrell at 109 E. 9th Street, Apt. 2E, New York, New York 10003 and to Himmelstein McConnell Gribben & Joseph, LLP at 15 Maiden Lane, 17th Floor, New York, New York 10038.

PLEASE TAKE NOTICE that the lease for the above referenced premises expires on **SEPTEMBER 30, 2025** and, pursuant to Section 2524.4(c) of the Rent Stabilization Code, as amended, the Landlord will not renew the lease based upon the fact that the premises is not occupied by you as your primary residence.

PLEASE TAKE FURTHER NOTICE that the facts which support this claim that you are not occupying the subject premises as your primary residence, and that you have been residing at and has established your residence at 109 E. 9th Street, Apt. 2E, New York, New York 10003, or at another address unknown to the Landlord.

PLEASE TAKE FURTHER NOTICE that if you do not surrender possession of the premises at the expiration of the lease, that date being **SEPTEMBER 30, 2025**, or if the Landlord has not recovered possession of the premises prior to the expiration of the lease, summary proceedings for your removal from the premises will be brought against you based upon your non-primary residence, and the fair value of use and occupancy will be sought.

PLEASE TAKE FURTHER NOTICE that nothing herein set forth shall be deemed to infringe upon the Landlord's right to terminate the tenancy prior to the expiration of the lease based upon a breach of the terms of said lease.

PLEASE TAKE FURTHER NOTICE that the subject premises are subject to the Rent Stabilization Law and Code, as amended. This Notice is served upon you pursuant to Section 2524.4(c) and 2524.2(c)(2) of the aforementioned Code.

PLEASE TAKE FURTHER AND ADDITIONAL NOTICE that the claim that you do not occupy the apartment as your primary residence is based on the following additional facts:

1. **AMY GARTRELL** permanently and primarily resides at 109 E. 9th Street, Apt. 2E, New York, New York 10003, or at another alternate address unknown to the Landlord.
2. **AMY GARTRELL** has a vehicle registered in New York State using the address of 109 9th Street, Apt. 2E, New York, New York 10003, which expires in February 2025.
3. **AMY GARTRELL** is registered to vote from the address of 109 9th Street, Apt. 2E, New York, New York 10003.
4. **AMY GARTRELL** has financial and banking records using the address of 109 9th Street, Apt. 2E, New York, New York 10003.
5. **AMY GARTRELL**'s partner, Shiras Patterson Beckwith, has a lease and utilities in his name for the address of 109 9th Street, Apt. 2E, New York, New York 10003.
6. Building personnel has not seen **AMY GARTRELL** coming and going from the subject premises on a daily basis for at least one (1) year.
7. In the absence of **AMY GARTRELL** from the Premises, unknown individuals have been seen coming and going from the Premises for at least one (1) year.

PLEASE TAKE FURTHER NOTICE that this Notice shall not be construed as creating any Rent Stabilization rights in the event it is determined that your tenancy is not subject to the Rent Stabilization Laws.

Dated: New York, New York
May 30, 2025

119 FREEMAN REALTY CORP., Landlord,

By: John Ciafone, Managing Agent

Any inquiries regarding this notice should be in writing and addressed to Horing Welikson Rosen & Digrugilliers, P.C. at 11 Hillside Avenue, Williston Park, NY 11596.

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: 119 FREEMAN ST.
UNIT OR APARTMENT NUMBER: APT. 2R
CITY/TOWN/VILLAGE: BROOKLYN
STATE: New York
ZIP CODE: 11222

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 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): ___

PLEASE TAKE FURTHER NOTICE:

The sending of above notice does not vitiate any prior notices to cure, litigation notices, or pleading served upon you, nor does the sending of this notice serve to revive or reinstate any previously terminated tenancy. The word "tenant" as recited in the notice is solely for identification purposes and not a statement of legal status. No admissions or concessions of an owner right or remedy may be construed from the text or sending of this notice.

119 Freeman Realty Corp.
Landlord,

ATTORNEY: HORING WELIKSON ROSEN &
DIGRUGILLIERS, P.C.

vs.

CASE NUMBER:

Amy Gartrell, "John Doe", and "Jane Doe"
Tenant(s).

DATE OF FILING:

COURT DATE: 09/30/2025

AFFIDAVIT OF SERVICE

STATE OF New York: COUNTY OF Nassau ss:

I, **John L Hudak**, being duly sworn according to law upon oath, depose and say, that deponent is not a party to this action, is over 18 years of age and resides in the State of New Jersey.

That on **06/10/2025 at 4:15 PM** at **119 Freeman St, Apt. 2R, Brooklyn, NY 11222**, deponent served the **Notice of Non-Renewal of Lease and Intention to Commence Summary Proceedings Based Upon Non-Primary Residence and Good Cause Eviction Law Notice to Tenant** upon **Amy Gartrell** respondent herein named.

Said service was effected in the following manner;

By affixing and taping a copy to the entrance door of said property, which is respondent's place of residence within the state. Deponent was unable, with due diligence to find recipient or a person of suitable age and discretion thereat having attempted service at said address on the following dates and times; **06/09/2025 6:40 PM, 06/10/2025 4:15 PM**
I RANG BELL/KNOCKED ON DOOR AND THERE WAS NO ANSWER ON ALL ATTEMPTS OF SERVICE.

On **06/11/2025**, after delivery of process was effected & within 24 hours of service, deponent enclosed an additional copy of same in postpaid envelope addressed to the respondent at respondent's place of residence in an official depository and by Regular First Class Mail, under the exclusive care of the United States Postal Service within New York State. The envelope bore the Legend "Personal & Confidential" and did not indicate on the outside thereof, by return address or otherwise, that the communication was from an attorney or concerned an action against the respondent.

On **06/11/2025**, after delivery of process was effected & within 24 hours of service, deponent enclosed an additional copy of same in postpaid envelope addressed to the respondent at respondent's place of residence in an official depository and by Certified Mail, under the exclusive care of the United States Postal Service within New York State. The envelope bore the Legend "Personal & Confidential" and did not indicate on the outside thereof, by return address or otherwise, that the communication was from an attorney or concerned an action against the respondent.

I asked the person spoken to, **John Doe Neighbor**, a person who refused to give their name, if the respondent was in active military service of the United States or the State of New York in any capacity and received a negative reply. The source of my information and the grounds of my belief are the conversations and observations above narrated. Upon information and belief I aver that the respondent is not in the military service of New York State or the United States as that term is defined in the statutes of New York State or the Federal Soldiers and Sailors Civil Relief Act.

I certify that the foregoing statements made by me are true, correct and my free act and deed. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Sworn to before me this
June 11 2025

John L. Hudak
License No. 1392295

CRAIG L. EISENBERG
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NO. 01E16030725
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES SEPTEMBER 20, 2025

119 Freeman Realty Corp.
Landlord,

ATTORNEY: HORING WELIKSON ROSEN &
DIGRUGILLIERS, P.C.

vs.

CASE NUMBER:

Amy Gartrell, "John Doe", and "Jane Doe"
Tenant(s).

DATE OF FILING:

COURT DATE: 09/30/2025

AFFIDAVIT OF SERVICE

STATE OF New York: COUNTY OF Nassau ss:

I, **John L Hudak**, being duly sworn according to law upon oath, depose and say, that deponent is not a party to this action, is over 18 years of age and resides in the State of New Jersey.

That on **6/10/2025 at 4:15 PM at 119 Freeman St, Apt. 2R, Brooklyn, NY 11222**, deponent served the **Notice of Non-Renewal of Lease and Intention to Commence Summary Proceedings Based Upon Non-Primary Residence and Good Cause Eviction Law Notice to Tenant** upon "John Doe" respondent herein named.

Said service was effected in the following manner;

By affixing and taping a copy to the entrance door of said property, which is respondent's place of residence within the state. Deponent was unable, with due diligence to find recipient or a person of suitable age and discretion thereat having attempted service at said address on the following dates and times; 06/09/2025 6:40 PM, 06/10/2025 4:15 PM

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I asked the person spoken to, John Doe Neighbor, a person who refused to give their name, if the respondent was in active military service of the United States or the State of New York in any capacity and received a negative reply. The source of my information and the grounds of my belief are the conversations and observations above narrated. Upon information and belief I aver that the respondent is not in the military service of New York State or the United States as that term is defined in the statutes of New York State or the Federal Soldiers and Sailors Civil Relief Act.

I certify that the foregoing statements made by me are true, correct and my free act and deed. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Sworn to before me this

June 11 2025

John L Hudak
License No. 1392295

CRAIG L. EISENBERG
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NO. 01E16030725
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES SEPTEMBER 20, 2025

Ultimate Process & Attorney Services, Inc. 585 Stewart Ave, Ste LL16, Garden City, NY 11530 516-333-3447 Lic#1376042

Case No: 1708961

119 Freeman Realty Corp.
Landlord,

ATTORNEY: HORING WELIKSON ROSEN &
DIGRUGILLIERS, P.C.

vs.

CASE NUMBER:

Amy Gartrell, "John Doe", and "Jane Doe"
Tenant(s).

DATE OF FILING:

COURT DATE: 09/30/2025

AFFIDAVIT OF SERVICE

STATE OF New York: COUNTY OF Nassau ss:

I, **John L Hudak**, being duly sworn according to law upon oath, depose and say, that deponent is not a party to this action, is over 18 years of age and resides in the State of New Jersey.

That on **6/10/2025 at 4:15 PM** at **119 Freeman St, Apt. 2R, Brooklyn, NY 11222**, deponent served the **Notice of Non-Renewal of Lease and Intention to Commence Summary Proceedings Based Upon Non-Primary Residence and Good Cause Eviction Law Notice to Tenant** upon "**Jane Doe**" respondent herein named.

Said service was effected in the following manner;

By affixing and taping a copy to the entrance door of said property, which is respondent's place of residence within the state. Deponent was unable, with due diligence to find recipient or a person of suitable age and discretion thereat having attempted service at said address on the following dates and times; 06/09/2025 6:40 PM, 06/10/2025 4:15 PM

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I asked the person spoken to, John Doe Neighbor, a person who refused to give their name, if the respondent was in active military service of the United States or the State of New York in any capacity and received a negative reply. The source of my information and the grounds of my belief are the conversations and observations above narrated. Upon information and belief I aver that the respondent is not in the military service of New York State or the United States as that term is defined in the statutes of New York State or the Federal Soldiers and Sailors Civil Relief Act.

I certify that the foregoing statements made by me are true, correct and my free act and deed. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Sworn to before me this

June 11 2025

John L Hudak
License No. 1392295

CRAIG L. EISENBERG
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NO. 01E16030725
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES SEPTEMBER 20, 2025

119 Freeman Realty Corp.
Landlord,

ATTORNEY: HORING WELIKSON ROSEN &
DIGRUGILLIERS, P.C.

vs.

CASE NUMBER:

Amy Gartrell, "John Doe", and "Jane Doe"
Tenant(s).

DATE OF FILING:

COURT DATE: 09/30/2025

AFFIDAVIT OF MAILING

STATE OF New York: COUNTY OF Nassau ss:

I, John L Hudak, being duly sworn deposes and says deponent is not a party to this action and is over the age of eighteen years and resides in the State of New Jersey.

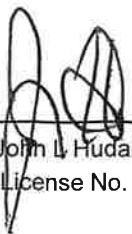
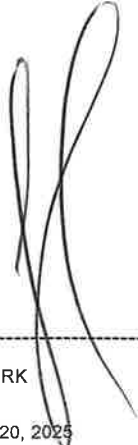
On **06/11/2025**, I served a true copy of the **Notice of Non-Renewal of Lease and Intention to Commence Summary Proceedings Based Upon Non-Primary Residence and Good Cause Eviction Law Notice to Tenant** by mailing the same in a sealed envelope by First Class Mail and Certified Mail, with postage prepaid thereon, in a post office or official depository of the United States Postal Service within the State of New York, addressed to the last known address of the addressee(s) as indicated below:

Amy Gartrell
109 E. 9th St, Apt. 2E,
New York, NY 10003

The envelope bore the Legend "Personal & Confidential" and did not indicate on the outside thereof, by return address or otherwise, that the communication was from an attorney or concerned an action against the addressee(s).

I certify that the foregoing statements made by me are true, correct and my free act and deed. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Sworn to before me this
June 11 2025



John L. Hudak
License No. 1392295

CRAIG L. EISENBERG
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NO. 01E16030725
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES SEPTEMBER 20, 2025

119 Freeman Realty Corp.
Landlord,

ATTORNEY: HORING WELIKSON ROSEN &
DIGRUGILLIERS, P.C.

vs.

CASE NUMBER:

Amy Gartrell, "John Doe", and "Jane Doe"
Tenant(s).

DATE OF FILING:

COURT DATE: 09/30/2025

AFFIDAVIT OF MAILING

STATE OF New York: COUNTY OF Nassau ss:

I, John L Hudak, being duly sworn deposes and says deponent is not a party to this action and is over the age of eighteen years and resides in the State of New Jersey.

On **06/11/2025**, I served a true copy of the **Notice of Non-Renewal of Lease and Intention to Commence Summary Proceedings Based Upon Non-Primary Residence and Good Cause Eviction Law Notice to Tenant** by mailing the same in a sealed envelope by First Class Mail and Certified Mail, with postage prepaid thereon, in a post office or official depository of the United States Postal Service within the State of New York, addressed to the last known address of the addressee(s) as indicated below:

Himmelstein, McConnell, Gribben & Joseph LLP
15 Maiden Lane, 17th Floor,
New York, NY 10038

The envelope bore the Legend "Personal & Confidential" and did not indicate on the outside thereof, by return address or otherwise, that the communication was from an attorney or concerned an action against the addressee(s).


I certify that the foregoing statements made by me are true, correct and my free act and deed. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Sworn to before me this

June 11 2025



CRAIG L. EISENBERG
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COMMISSION EXPIRES SEPTEMBER 20, 2025



John L Hudak
License No. 1392295

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