



Eliot Spitzer
Governor

New York State Division of Housing and Community Renewal

92-31 Union Hall Street
New York, NY 11433

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IN THE MATTER OF CHARGES BY THE :
 ENFORCEMENT UNIT REGARDING THE :
 PREMISES KNOWN AS :

190 EAST 3rd STREET, NEW YORK, NY, : ENFORCEMENT CASE NOS.:
 338 EAST 61ST., NEW YORK, NY, : UD410013-HL, UD410017-HL,
 331 EAST 14th STREET, NEW YORK, NY : UD410019-HL, UD410033-HL,
 : UL410027-HL
 :

-against-
 :

DANIEL SHALOM, RAJA ARNOLD,
 KEYSTONE MANAGEMENT, INC., NEWPORT:
 PARTERS LLC, HIGHPOINT ASSOCIATES X
 LLC, LIBERTY VENTURES LLC :
 Respondents.
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NOTICE OF HEARING

PLEASE TAKE NOTICE that a hearing concerning the above housing accommodation will be held on , commencing at 10:00 a.m. at the following location:

**STATE OF NEW YORK
 DIVISION OF HOUSING AND COMMUNITY RENEWAL
 25 BEAVER STREET, FIFTH FLOOR
 NEW YORK, NEW YORK 10004**

pursuant to Section 2527.2 and 2527.5 of the Rent Stabilization Code (Stabilization Code) and Sections 26-501, 26-511 and 26-516 of the Rent Stabilization Law (Stabilization Law).

The purpose of this hearing is to:

- A. Determine whether the respondents have violated Section 26-514

of the Stabilization Law and Sections 2520.6(r), 2523.4, 2523.5, 2524.1, 2525.1, 2525.2 and 2525.5 of the Stabilization Code by harassing the tenants of the subject premises, failing to comply with DHCR orders and knowingly failing to comply with the requirements of law, and

- B. Determine the appropriate penalty to be imposed against the respondents pursuant to Section 26-516 of the Stabilization Law, Section 2526.2 of the Stabilization Code and the 1997 Rent Regulatory Reform Act.

The Enforcement Unit of the Office of Rent Administration of the New York State Division of Housing and Community Renewal (DHCR) hereby alleges herein, upon information and belief, that:

1. Respondent Keystone Management is the management company for the buildings located at 331 E. 14th St., 338 E. 61st St. and 190 E. 3rd St., New York, NY for all relevant periods of time, and, as such, is an owner as that term is defined in the Rent Stabilization Code.
2. Respondent Raja Arnold has been the registered managing agent of the buildings located at 331 E. 14th St., 338 E. 61st St. and 190 E. 3rd St., New York, NY for all relevant periods of time, and, as such, is an owner as that term is defined in the Rent Stabilization Code.
3. Respondent Newport Partners LLC has been the deed owner of 338 E. 61st St., New York, NY from September 2, 2003 to date.

4. Respondent Highpoint Associates X LLC has been the deed owner of 190 E. 3rd St., New York, NY from April 14, 2005 to date.
5. Respondent Liberty Ventures LLC has been the deed owner of 331 E. 14th St., New York, NY from September 14, 2004 to date.
6. Daniel Shalom is a member of Newport Partners LLC, Highpoint Associates X LLC and Liberty Ventures LLC. He is an officer of Keystone Management Inc. He is listed as the emergency contact person on the Multiple Registration Cards for 338 E. 61st St., 190 E. 3rd St. and 331 E. 14th St., New York, NY. As such, he is an owner of all three premises, as that term is defined in the Rent Stabilization Code.
7. Throughout the respondents' ownership, operation and control of the subject premises, the respondents have deliberately and systematically pursued various illegal courses of conduct intended and designed to force the subject rent stabilized tenants to vacate their apartments or otherwise waive their rights under law, notwithstanding the illegality or consequences of their actions.
8. In their continuing and deliberate effort to cause the tenants to vacate the subject premises, the respondents have engaged in the following courses of conduct, among others: interruption, interference with and/or decrease of a broad panorama of basic and essential services; failure to repair defective conditions or unreasonable delay and unworkmanlike manner in effecting same; substantial and significant deterioration in the

appearance, comfort and maintenance of the premises; failure to properly register the premises, failure to properly give tenants receipts for rent when requested to do so, threatening baseless legal actions and a plethora of other acts and devises, physical and psychological, all intended to interfere with and disturb the peaceful, quiet enjoyment of the tenants' use or occupancy of their respective housing accommodations.

9. Rent stabilized tenants of 190 E. 3rd St., New York, NY [UD410033HL](#), apartment 2D; [UD410019HL](#), apartment 3D and [UL410027-HL](#), apartment 1B, have filed complaints of harassment with DHCR. Rent stabilized tenant [UD410013HL](#) of apartment 5A at 331 E. 14th St., New York, NY has filed a complaint of harassment. Rent stabilized tenant [UD410017HL](#) of apartment 20 at 338 E. 61st St. has filed a complaint of harassment. At all times, such tenants have been subject to and protected by the rent regulatory laws of the State of New York.

A. 190 East 3rd Street, New York, NY

1. 190 East Third Street consists of 23 apartments. At the time respondents took ownership of this property the building was fully tenanted. At the present time, at least eight units have become vacant. Respondents have warehoused vacant units which have not been re-rented.
2. By letter dated April 14, 2005 from Keystone Management Inc. to the tenants at 190 East Third Street, tenants were advised that as of April 14, 2005, Highpoint Associates X, LLC was the new

owner and Keystone was the new managing agent for the property, both with an address at 15165 Ventura Boulevard, Suite 140, Sherman Oaks, California.

3. On or about June 29, 2005 Keystone Management Inc. served a Ten Day Notice to Cure on tenant UD410033HL accusing him/her of illegally subletting his/her apartment to [supposed subletter]. The Notice falsely accused UD410033HL of living in Ronan, Montana while subletting to [supposed subletter]. The Notice gave UD410033HL until July 11, 2005 to cure the alleged violation. The owner failed to cash UD410033HL's rent checks previously sent for May and June 2005.
4. On July 2, 2005 UD410033HL sent a letter to Keystone advising that the statements made in the Notice were entirely inaccurate as s/he did not sublet his/her apartment to anyone, s/he is employed full time in Manhattan and s/he has been in continuous occupation of his/her apartment. S/he included a letter from his/her employer attesting to his/her continued employment in Manhattan since 1987.
5. By letter dated June 29, 2005 Keystone Management returned the checks previously submitted by UD410033HL to pay for May and June rent based on "the fact that eviction proceedings are scheduled and have commenced." By letter dated July 21, 2005, Keystone Management sent a letter to the tenant returning the check previously submitted for July's rent on the same basis. Both letters were signed by Marlaina Morales of Keystone

Management in her capacity as “evictions representative”.

6. Respondents continued to refuse to cash UD410033HL’s rent for a period of approximately twelve months until after the tenant filed a harassment complaint with DHCR in April 2006. Respondents continued to claim that the reason the tenant’s rent checks were not cashed was due to pending litigation even though no legal action was ever pursued after the Notice to Cure was sent since the claims made in the Notice to Cure were completely without basis. In January 2007, UD410033HL received a letter from Keystone postmarked January 15, 2007 which enclosed a letter dated April 18, 2006 asking for rent for May, June and August 2006. Rent for those months had been previously paid and cashed cashed by Keystone.
7. On August 1, 2005 Keystone Management sent UD410033HL and other tenants at the building a Notice to Enter Unit, demanding access on August 3, 2005 for a general inspection of the apartment. The Notice threatened that if keys were not presented to the owner on or before arrival, that a locksmith would be on hand to provide entry to the owner and the tenant would be charged. On August 2, 2005 the Shalom Tenants Alliance wrote a letter to managing agent Raja Arnold advising that it was illegal to force entry to a tenant’s apartment except in case of emergency.
8. Prior to respondents’ ownership, tenant UD410019HL always paid his/her rent by automated check payments. After accepting payments delivered in this manner for the first two months, the owner sent back the tenant’s July 2005 rent check to him/her

along with a letter dated July 12, 2005 stating that automated check payments would no longer be received and if they didn't receive payment from the tenant shortly, then eviction proceedings would begin. The tenant was forced to re-send the rent, which s/he did by money order on July 21, 2005.

9. Although UD410019HL's lease was due to expire on August 15, 2005, no renewal was sent to the tenant until August 1, 2005. The tenant signed the renewal but never received back an original signed copy as required by law. The tenant then filed a failure to file lease renewal complaint. In a petition for administrative review to that complaint, DHCR determined that the owner had to continue to accept automated rent payments as had been the prior practice.
10. UD410019HL decided not to use automated payments thereafter. Instead, s/he has mailed all rent by certified mail, return receipt requested to respondents' California address. With a cover letter with each month's rent s/he has requested that the owner provide him/her with a rent receipt. Despite the requirements of law, respondents have never provided the tenant with any rent receipts. Additionally, for the last several months, tenant UL410027-HL has also requested rent receipts in writing. No rent receipts have been provided.
11. UD410019HL's lease required payment to be made by the 15th of every month. When s/he paid rent for September 2005 on the 12th of the month, s/he received notice that his/her rent was late. On September 1, 2005 the owner's rent statement indicated that

UD410019HL's security deposit had been increased by \$72.58 even though his/her rent had only been increased by \$36.29 as a result of his/her lease renewal. His/her rent check paid in September 2006 was not cashed until January 19, 2007.

12. From the inception of respondents' ownership, they have failed to provide required services. From the date of ownership in April 2005 until after the tenants filed a harassment complaint one year later, no superintendent service was provided for this building. As a result, garbage piled up and was overflowing as not enough garbage cans were provided. This problem was confirmed by a DHCR inspection conducted on January 12, 2006 and formed one of the bases for a building-wide rent reduction imposed under docket number TI410021-B. On August 26, 2005 and October 27, 2005 Housing Preservation and Development (HPD) imposed violations based on the failure of respondents to provide a janitor or janitorial service. On August 4, 2005, February 13, 2006, February 22, 2006 and September 15, 2006 HPD imposed violations based on an accumulation of garbage in common areas of the building or the garbage area just outside the building. On December 27, 2005 a violation was placed based on an inadequate number of garbage receptacles.
13. Problems with repairs and services have been exacerbated because the respondent owner and managing agent are located in California. Although the tenants were provided with a local emergency number, that number gets routed back to California, as do all repair requests. Tenants who leave a message with the

California number, are ignored as no response is received.

14. Beginning on August 12, 2006 the intercom for the subject building stopped functioning. The intercom remains unrepaired to date. Since August 12, 2006, tenant **UL410027-HL** made more than two dozen phone calls to Keystone Management about the problem. No one returned any of **his/her** calls. **UD410019HL** wrote to the owner about the problem on October 10, 2006 without response. DHCR wrote to the owner about the problem on November 15, 2006 without response. HPD issued numerous violations about the problem including on September 15, 2006, September 25, 2006, October 3, 2006, October 11, 2006, November 14, 2006, December 15, 2006, January 11, 2007 and February 12, 2007.
15. Because of the continued failure of respondents to correct this problem, **UL410027-HL** initiated an HP action in Housing Court (Farrell v. Keystone Management, HP index no. 6393/06, New York County). As a result, a court order was issued on December 12, 2006 requiring respondents to repair the intercom within thirty days. Respondents failed to comply with the order. **UL410027-HL** returned to court on January 12, 2007 and filed a motion seeking contempt penalties which was returnable on January 23, 2007. On that date, a court order was entered, requiring that respondents restore intercom service by March 19, 2007.
16. On April 24, 2006 a pipe burst causing water damage to the A line of the building. The Fire Department and police were called and because there was no access to the locked basement and no one on site to allow entry to the basement, the Fire

Department had to knock the door down to gain entry. Additionally, Con Ed has often had difficulty gaining access to the locked basement door and has had to send tenants estimated bills.

17. Despite the requirements of the Rent Stabilization Law and Code, respondent have failed to register the subject building and individual apartments with DHCR for 2005 and 2006.

B. 331 East 14th Street, New York, NY

1. 331 East 14th Street consists of 25 apartments. At the time respondents took title on September 14, 2004 the building was fully tenanted. At the present time at least seven units have become vacant. Vacant units have been warehoused and have not been re-rented.
2. From the date of respondents' ownership until the present time, required services have not been provided. Problems in having services provided have been exacerbated because the owner and managing agent reside in California. While the tenants have been given a number in New York to call in case of emergency, that number is routed to California and is not responded to when called.
3. From the inception of respondents' ownership they have failed to provide a superintendent or superintendent services for this building. Four violations were imposed by HPD between August 2005 and May 2006 based on the lack of superintendent service. Based on this and other problems, tenant **UD410013HL** filed an

HP action, [Tenant] v. Daniel Shalom, et al, Index number 250/06, New York County. As a result of this action an order was issued on March 3, 2006 which required respondents to provide superintendent services as required by law and post notification of the super in the hallway within thirty days.

Respondents failed to comply with this order. A superintendent was not provided until approximately August 2006, after the tenant had filed a complaint of harassment.

4. Respondents have failed to provide heat to the subject building as required by law. In 2005 no heat was provided to the front of the building, including UD410013HL's apartment, from the inception of the heating season on October 1, 2005 until November 21, 2005, after tenants had made numerous calls to the owner and HPD. Again for the 2006 – 2007 heating season no heat was provided to the front of the building from October 1, 2006 until approximately November 1, 2006. After heat was restored it again stopped being provided to the front of the building on December 3, 2006. The respondents did not restore the heat until December 14, 2006.
5. On November 11, 2005 the intercom to the building stopped functioning. A buzzing sound emanated from the entryway door bell panel. On November 14, 2005 tenant UD410013HL left a message with respondent's maintenance manager about this problem but his/her call was not returned. On November 20, 2005 HPD violations were placed for a defective intercom for two apartments including UD410013HL's. On November 28, 2005 the

tenant spoke to respondents' maintenance manager who told him/her the owner was receiving bids on the job. On December 15, 2005 the maintenance manager told UD410013HL that the intercom could not be fixed at that time because there were boiler problems in other Keystone buildings. On January 11, 2006 the maintenance manager told the tenant that the repair to the intercom would start on January 12, 2006. On January 21, 2006 HPD inspected and issued a violation for a defective intercom for the entire building. On January 26, 2006 another violation was placed by HPD for the same problem. On February 6, 2006 the tenant filed his/her HP action which included the problem with the intercom. On February 14, 2006 a new transformer was installed in the intercom doorbell panel and service was restored.

6. On January 12, 2006 a violation was placed by the Fire Department based on an accumulation of rubbish in the west air shaft of the building. The violation required that respondents cure this fire hazard within twenty-four hours of the violation. Respondents failed to do so. HPD issued violations for rubbish in the air shaft on January 26, 2006 and May 10, 2006. Respondents did not clean up this area until on or about July 24, 2006 after the tenant filed his/her complaint of harassment and a conference had been held.
7. Common area light fixtures have been inoperative for substantial periods of time. Light bulbs that have burnt out have not been replaced in a timely manner. HPD violations were issued January

- 13, 2006 and January 21, 2006 based on inoperative exterior lighting near the building's front entrance. On February 8, 2006 when a Keystone employee replaced a damaged light fixture he removed the day/night sensor that operates the outdoor lights. As a result the lights have continued to be on twenty-four hours per day, soon burn out and have not been replaced.
8. The building's elevator was out of operation from December 30, 2005 until on or about February 5, 2006. A violation was placed by the NYC Department of Buildings on January 9, 2006 based on the inoperative elevator. The lack of elevator service for thirty-eight days constituted a hardship for the tenants, particularly those on the upper floors of this seven story building.
 9. Stairwell windows in the building have also not been properly maintained. On January 21, 2006 an HPD violation was issued for defective windows. On January 26, 2006 an HPD violation was issued for broken glass on the fourth story stairwell window. On or about February 10, 2006 an employee from Keystone replaced the broken glass of the fourth floor stairwell window with sheetrock because he didn't have any glass. The failure to properly repair the stairwell windows was included in the tenant's HP action. By order issued March 3, 2006 the respondents were required to repair these windows within thirty days. By DHCR inspection conducted on August 4, 2006 the stairwell windows were still found to be in need of repair.
 10. By letter dated January 11, 2006 [UD410013HL](#) notified respondents

that the sidewalk area from in front of the building to the street was badly damaged, including cracks and depressions. On February 14, 2006 an HPD violation for the damaged sidewalk was issued. On March 3, 2006 the stipulation in the tenant's HP action required the owner to repair the sidewalk within thirty days. From April 1, 2006 through April 3, 2006 Plaza Contracting worked on the sidewalk. However, the work performed was done in a shoddy manner. Plaza did not do the work that they proposed, did not guarantee their work and trip hazards remained thereafter. Finally, in or about July 2006, after the tenant's harassment conference, respondents had the sidewalk properly repaired.

11. Despite the requirements of the Rent Stabilization Law and Code, respondents have failed to register the subject building and individual apartment units with DHCR for 2005.
12. In 2005 the owner served UD410013HL with a nonpayment petition which resulted in a stipulation of settlement dated July 13, 2005 in which the tenant agreed to pay the rent that was owing. Subsequently, on November 28, 2005 the tenant received a letter dated November 18, 2005 from Maria Ortega of Keystone Management advising that the tenant owed an outstanding balance of \$1,519.96 which wrongfully included a legal fee charge of \$617.50 and an extraneous fee of \$77.50. In response to this notice the tenant spoke to Ms. Ortega who told him/her that s/he need only pay the outstanding rent and not the other charges referenced in the letter.

13. Subsequently, the tenant received a three day demand for rent from the owner's attorney dated May 1, 2006 which demanded May rent in the amount of \$582.73 which was due that day, a portion of March's rent in the amount of \$379.73 and \$77.50 which was claimed to be owing from December 2005. In response, the tenant advised by letter that the \$379.73 demanded from March had already been paid and cashed by the owner on April 20, 2006, the tenant's share of the May rent was paid and the \$77.50 claimed from December 2005 was not owed. Additionally, in response to this demand the tenant contacted Jason Mallas of Keystone Management who told the tenant that s/he owed \$617 in legal fees and that unless the tenant paid that amount his/her rent would be returned, notwithstanding that the owner had never been awarded any legal fees.
14. On May 15, 2006 the rent for April and May 2006 was returned by Keystone along with a letter dated May 12, 2006 from Jason Mallas advising that, "your total outstanding balance is \$1,555.96 of which \$617.50 is for outstanding legal fees you were charged on October 28, 2005." Subsequently, the tenant received a nonpayment petition even though the tenant had tendered his/her share of the rent that was owing. On the return date, the owner discontinued the case.

C. 338 East 61st Street, New York, NY

1. 338 East 61st St. consists of twenty apartments. At the time respondents took title on September 2, 2003 the building was

fully tenanted. Currently, at least four units have become vacant and have not been re-rented as respondents are warehousing vacant apartments.

2. On December 29, 2004 respondents' maintenance man cut gas service to the building when he supposedly was attempting to shut off the hot water to the building. HPD placed violations for the lack of gas service on March 30, 2005, April 25, 2005 and May 13, 2005. Because respondents failed to restore gas service, tenants were forced to initiate an HP action, [Tenant], et al v. Newport Partners, LLC, Daniel Shalom and Raha Arnold, index number 6109/05. This resulted in a so ordered stipulation dated April 5, 2005 requiring respondents to restore gas service. Finally, on or about May 12, 2005 after four and a half months of no gas service, the service was restored. The lack of gas service for this period of time was a severe hardship for tenants, including complaining tenant UD410017HL, who was unable to cook in the apartment.
3. The owner has on more than one occasion threatened to enter the tenants' apartments with a locksmith, if tenants did not provide access in non-emergency situations. One such notice was dated November 9, 2004 and demanded access for a general inspection. Again in January 2005 tenants were sent notices that threatened that a locksmith would provide access for the owner if the tenants failed to provide access on January 28, 2005 (or arrange with the owner for another access date on or before January 25, 2005) for the installation of carbon monoxide detectors. These

notices caused extreme alarm among tenants who took turns staying home to ensure that the owner could gain access and would not use self help to enter their apartments when they were not home.

4. In addition to the lengthy deprivation of gas service, from the inception of respondents' ownership of the building required services have not been maintained. Problems with services have been exacerbated because respondents' owner and managing agent reside in California. While tenants have been given a New York number to call when services are required, this number is routed to California and is rarely responded to when called.

5. A smoke stack on the roof of the building emits small flakes of black soot because the stack has not been cleaned. This resulted in the Fire Department being called to the building when a pedestrian noticed a large amount of black smoke emanating from the building in November 2005. The Fire Department shut down the boiler and required that the smoke stack be cleaned.

6. Hot water has often not been adequately provided to the building and often, when it has been provided, the water has been unable to be regulated and gets scalding hot. HPD violations for either a lack of hot water or for scalding hot water have been placed on March 28, 2005 (scalding hot water), April 13, 2005 (no hot water), May 4, 2005 (no hot water), July 27, 2005 (no hot water), September 27, 2005 (scalding hot water), October 12,

2005 (scalding hot water), October 24, 2005 (no hot water) and January 31, 2007 (scalding hot water). Based on the tenants' HP action an order was entered on June 9, 2005 requiring that all "C" violations, including the failure to provide adequate hot water be corrected within seven days, all "B" violations be corrected within 30 days and all "A" violations be corrected within 90 days.

7. Because the roof to the building has not been adequately maintained, severe water leaks have occurred in various apartments at the subject premises including the Belli apartment. The ceilings for apartments 16 and 20 have caved in due to the leaking conditions. The leaking conditions have also been caused and created by a drain pipe on the roof through which water shoots out during a rainstorm, onto an air conditioner outside apartment 16 and through apartment 20 and into apartment 16. As a result of the leaking from the roof, a portion of the first floor ceiling caved in, creating a three foot by three foot hole (HPD violations for a broken or defective ceiling on the first floor were issued March 28, 2005, March 31, 2005 and April 25, 2005). In response, respondents have only done patch work on the roof which included sending a handyman to the roof to do mortar work in the rain. Such efforts have not corrected the problem. On or about August 2006, the bedroom ceiling in apartment 20 collapsed. DHCR inspections confirmed the defective roof in inspections conducted on June 21, 2006 and August 3, 2006.

8. Security to the building has been compromised because the locked entry door to the building has not been properly maintained for periods of time. DHCR inspections conducted on June 21, 2006 and August 3, 2006 found that the lock to the entry door was not maintained and the door could be pushed open.
9. Respondents have failed to designate any individual to act as superintendent for this building. As a result, public areas have not been adequately maintained and there is no one on the premises to allow access into the locked basement when necessary. HPD violations for failure to post signs indicating the name, address and phone number of the superintendent were issued June 27 2005 and January 3, 2007. Violations were issued November 8, 2004 and February 28, 2006 based on respondents' failure to provide access to the locked boiler room.
10. Despite the requirements of law, respondents have failed to register the subject building and individual apartments for the year 2006 with DHCR.

- a. Respondents have deliberately and defiantly ignored repeated notice of deteriorating and unsafe conditions at all three buildings, 338 East 61st Street, 190 East 3rd Street and 331 E. 14th Street. They have ignored orders of the Civil Courts of the City of New York, the directives of DHCR and the requirements of law.
- b. The respondents' deliberate failure to provide required services at all three buildings was one of their courses

of conduct designed and calculated to drive the rent regulated tenants from occupancy.

- c. Respondents' courses of conduct caused the tenants of all three buildings grave distress, discomfort and inconvenience; threatened their safety and health, and interfered with their peaceful quiet enjoyment of their accommodations.
- d. Respondents' courses of conduct were intended and calculated to result in their goal of forcing said tenants from possession.

WHEREFORE, pursuant to Section 26-516 of the Stabilization Law and Section 2526.2 of the Stabilization Code, the Enforcement Unit seeks an order:

-for harassing a rent stabilized tenant: penalties up to \$5000 for each course of conduct in violation of law pursuant to the 1997 Rent Regulatory Reform Act;

-for violating an order of the DHCR affecting a rent stabilized tenant: penalties of up to \$250 for the first such offense and \$1,000 for each subsequent offense:

-for knowingly violating any provision of the Rent Stabilization Law and Code: penalties in an amount of \$250 for the first offense and \$1,000 for each subsequent offense;

The Hearings Unit of DHCR will designate an Administrative Law Judge to preside at the hearing in this matter. Respondents may be represented by counsel.

The respondents may respond to the charges set forth in the Notice of Hearing. The response shall be in writing and it must be duly served on the Hearing Unit and the Enforcement Unit no later than two business days prior to the first day of hearing.

The respondents and the Enforcement Unit and their counsel or representatives are required to appear at this hearing together with any witnesses who may have relevant testimony to offer and all books, records and other evidence relevant to this matter.

A failure to appear at the date and time set for this hearing shall be considered a default and the hearing will proceed forthwith on the date and at the time scheduled without further consultation with the defaulting parties. A determination will be based upon the evidence in the record of the hearing.

Adjournments may only be granted in the most imperative circumstances and then only on proper and timely application to the designated Administrative Law Judge with prior notice to all other parties.

For purposes of avoiding delay at trial, respondents or their counsel may contact trial counsel of the Enforcement Unit to arrange for mutual review and exchange of each other's prospective evidence intended to be submitted in the prosecution or defense of this proceeding. This exchange shall be at the site of the hearing, at a mutually agreeable time set by participating counsel. Review must

be completed no later than five business days prior to the first day of hearing.

Motions in advance of the hearing, including motions for adjournments, must be addressed in writing to the designated Administrative Law Judge at the following address:

**HEARINGS UNIT
NEW YORK STATE DIVISION OF HOUSING
AND COMMUNITY RENEWAL
25 BEAVER STREET
NEW YORK, NEW YORK 10004**

Simultaneous notice of all motions must be given to the Enforcement Unit.

Service of a copy of this Notice of Hearing by first class mail or hand delivery, upon each party or their attorney or other representative, is deemed sufficient service under the Rent Stabilization Code.

Interpreter services are available, at no charge, to any deaf person who is a party or a witness in this hearing. Requests for an interpreter for a deaf person must be addressed in writing to the Hearing Unit or the designated Administrative Law Judge.

PLEASE SHOW THIS NOTICE WHEN YOU APPEAR.

DATED:
JAMAICA, NEW YORK

Barry Port
Director, Enforcement Unit

By: Jon Wallach
Associate Attorney

To: DHCR Hearings Unit
25 Beaver Street
New York, NY 10004

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UD410033HL, apt. 2D
UD410019HL, apt. 3D
UL410027-HL, apt. 1B
190 E. 3rd St.
New York, NY 10009

UD410013HL

331 E. 14th St., apt. 5A
New York, NY 10003

UD410017HL

338 E. 61st St., apt. 20
New York, NY 10021

Shalom Tenants Alliance
c/o Cooper Square Committee
61 E. 4th St.
New York, NY 10003