

At IAS Part 4 of the Supreme Court of the State of New York, held in and for the County of Kings at the Courthouse, 360 Adams Street, on the 9th day of February, 2011.

PRESENT:
HON. David B. Voughs JUSTICE

2011-2-9 PM 5:11

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

JEROME DAVID, TIMOTHY ASKEW, and
TERRENCE SKEETE, individually and on behalf
of all other persons similarly situated,

Plaintiffs,

- against -

#1 MARKETING SERVICE, INC., R Y B
REALTY LLC, TOP OF THE HOB, INC., 85
M.A., INC., YURY BAUMBLIT, RIMMA
BAUMBLIT, ELITA GERSHENGORN, BTYSG
LLC, VISHNU BANDHU, 212
ENTERTAINMENT LTD., MP STANHOPE LLC,
and 85 KINGSTON LLC,

Defendants.

Index No. 30238 / 10

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR A
PRELIMINARY INJUNCTION AND
ALLOWING THIS ACTION TO BE
MAINTAINED AS A CLASS
ACTION PURSUANT TO
C.P.L.R. § 902**

*Plaintiff's order to show cause having come on
to be heard on February 9, 2011, and opposition having
been submitted and all parties having appeared*

It is hereby **ORDERED**, pursuant to C.P.L.R. Article 9, that Plaintiffs may maintain
this action as a class action, with the Plaintiff class defined as all former, current and future
residents of three-quarter houses owned and/or operated or previously owned and/or operated
by #1 Marketing Service, Inc., R Y B Realty LLC, Top of the Hob, Inc., 85 M.A., Inc., Yury
Baumblit, Rimma Baumblit, Elita Gershengorn, BTYSG LLC, Vishnu Bandhu, 212

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Entertainment Ltd., MP Stanhope LLC, and/or 85 Kingston LLC (collectively the "Defendants"),

and it is further **ORDERED** that during the pendency of this action, Defendants and their successors, agents, servants, employees, affiliates, and associates are enjoined from engaging in or threatening any of the following acts:

1. evicting any member of the Plaintiff class without a court order;
2. retaliating against or harassing any member of the Plaintiff class in any respect, including but not limited to the use of verbal threats or abuse, physical assault, unwarranted police reports or unlawful evictions;
3. intercepting mail or otherwise interfering in any respect with the delivery of mail to any member of the Plaintiff class;
4. removing property belonging to any member of the Plaintiff class unless the class member has been duly evicted pursuant to a court order and has been given a fair opportunity to remove his or her property;
5. destroying or damaging property belonging to any member of the Plaintiff class;
6. depriving any member of the Plaintiff class of any essential service, including without limitation, heat, electricity, gas, vermin-free accommodations, keys to a secure mail box and the keys to his or her dwelling;
7. removing mattresses from any room occupied by any member of the Plaintiff class without the permission of the occupant;
8. removing furniture from any room occupied by any member of the Plaintiff class without the permission of the occupant;
9. changing the bunk, bed or room assignments for any member of the Plaintiff class without his or her permission;
10. transferring any member of the Plaintiff class to a different building without his or her permission;
11. requiring any member of the Plaintiff class to leave the building in which he or she resides for any period of time;
12. preventing any member of the Plaintiff class from entering the building in which he or she resides;

- 13. preventing counsel for Plaintiffs from entering the buildings in which members of the Plaintiff class reside;
- 14. preventing any member of the Plaintiff class from receiving lawful visitors in his or her residence; and
- 15. discussing this action with any member of the Plaintiff class,

and it is further **ORDERED** that during the pendency of this action, any eviction proceeding against any member of the Plaintiff class is stayed, except to the extent any such eviction proceeding asserts as a ground for eviction (1) the non-payment of rent or other allowable ground for the eviction of tenants under the Rent Stabilization Law or, (2) for residents of any building(s) found by this Court not to be subject to the Rent Stabilization Law, the non-payment of rent or other grounds for the eviction of tenants allowable under the landlord-tenant law applicable to those buildings. *and it is further*

Dated: ~~Brooklyn, New York~~

ENTER:

_____, 2011

J.S.C.

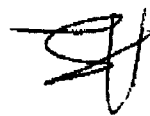
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ORDERED that the tenants shall continue to pay rent in a timely manner and not disrupt the quiet enjoyment of the premises, and it is further

ORDERED that the plaintiffs shall post a bond as an undertaking in the amount of \$ 50.00 (Fifty Dollars) within 90 (ninety days) of the of this order.

[Signature]

HON. DAVID B. VAUGHAN

A handwritten signature in black ink, appearing to be the initials 'RS' or similar, written in a cursive style.

FILED
KINGS COUNTY CLERK
17 MAR -1 AM 8:49