CITY COURT OF THE CITY OF WHITE PLAINS
STATE OF NEW YORK: COUNTY OF WESTCHESTER

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JOHN McFADDEN,

Petitioner (Overtenant),

-against-

ELENA SASSOWER,

Respondent (Subtenant)
16 Lake Street – Apt. 2C
White Plains, New York

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Index #SP1502/07

VERIFIED ANSWER
with Affirmative Defenses
& Counterclaims

Jury Trial Demanded

FILED CITY COURT OF 2007 AUG 20 P 4: 45

Respondent ELENA SASSOWER, *pro se*, as and for her Verified Answer herein, sets forth and alleges:

FIRST: Denies that part of ¶6 as claims that the October 30, 1987 occupancy agreement "was to end and terminate upon the failure of respondent Elena Sassower and Doris Sassower of (sic) close on the above-described contract to (sic) sale."

SECOND: Denies ¶¶7, 8, 9, 10, 11, 14.

THIRD: Denies, upon information and belief, ¶13.

AS AND FOR RESPONDENT'S FIRST AFFIRMATIVE DEFENSE
Open Prior Proceedings

FOURTH: The Petition materially omits that petitioner brought two prior eviction proceedings against respondent in White Plains City Court under index numbers 504/88 and 651/89, the latter of which remains open. The Petition also materially omits that petitioner himself, as well as respondent, are both respondents in prior proceedings against them in White

Plains City Court brought by 16 Lake Street Owners, Inc. under index numbers 434/88 and 500/88, the former open as to petitioner, and the latter open as to both petitioner and respondent, wherein 16 Lake Street Owners seeks to terminate petitioner's proprietary lease and evict respondent.

FIFTH: By reason of these open proceedings, petitioner is barred from commencing the instant proceeding and the petition must be dismissed.

AS AND FOR RESPONDENT'S SECOND AFFIRMATIVE DEFENSE
Petitioner's Receipt of Use and Occupancy

SIXTH: The Petition falsely states (at ¶14) that "no part" of the use and occupancy for the subject apartment had been "received" by petitioner since "respondent's tenancy terminated", *to wit*, May 31, 2007. In fact, petitioner "received" respondent's check for June occupancy under a May 31, 2007 coverletter (Exhibit G-11). This was prior to the June 22, 2007 date the Petition was signed. Additionally, petitioner "received" respondent's check for the July occupancy under a June 30, 2007 coverletter (Exhibit G-12). This was prior to the July 9, 2007 date the Petition was served.

SEVENTH: By reason thereof and the absence of any allegation in the Petition that such payments were returned to respondent – which they were not (Exhibit G-13) – the instant proceeding must be dismissed.

AS AND FOR RESPONDENT'S THIRD AFFIRMATIVE DEFENSE
Lack of Subject Matter Jurisdiction

EIGHTH: The Petition fails to state a cause of action. The October 30, 1987 occupancy agreement (Exhibit A-2), which was pursuant to a contract of sale (Exhibit A-1), expressly states: "in no way do the parties intend to establish a landlord-tenant relationship".

NINTH: Consequently, this Court lacks subject matter jurisdiction and the proceeding

must be dismissed.

AS AND FOR RESPONDENT'S FOURTH AFFIRMATIVE DEFENSE
Failure to Join Necessary Parties

TENTH: The Petition fails to name respondent's mother, Doris L. Sassower, who was a party to, and signator of, the contract of sale (Exhibit A-1), the occupancy agreement (Exhibit A-2), the sublet agreement (Exhibit B-1), as well as herself an approved occupant (Exhibit B-2). She is "a necessary party" and was so-recognized by White Plains City Court in the prior City Court proceedings.

ELEVENTH: By reason thereof, this proceeding must be dismissed.

AS AND FOR RESPONDENT'S FIFTH AFFIRMATIVE DEFENSE
Equitable Estoppel and Unjust Enrichment

TWELFTH: Petitioner is equitably estopped from casting aside the October 30, 1987 occupancy agreement and contract of sale of which it is part. For thirteen years, from 1993 to 2006, he knowingly and intentionally availed himself of their benefits, which he was able to do only because of respondent's efforts – including five years of hard-fought litigation with the Co-Op to uphold them, costing respondent and her mother in excess of $250,000 in legal fees, costs, and expenses.

THIRTEENTH: As a result of respondent's litigation and other efforts, petitioner was able to obtain from respondent over $275,000 in occupancy charges, while retaining his ownership of an apartment more than doubling in value from the 1987 contract of sale price of $135,000. This was extremely beneficial to petitioner, who would otherwise have been forced to sell the apartment during the real estate slump of 1988 and the many years thereafter.

FOURTEETH: Upon information and belief, although the Co-Op sublets are for one-year periods, with renewal requiring approval by the Co-Op board of the subsequent sublet

agreements between the overtenant and subtenant (Exhibit B-1), petitioner never submitted to the Co-Op any subsequent sublet agreements between himself and respondent for her continued occupancy, which at all times rested on the October 30, 1987 occupancy agreement pursuant to the contract of sale.

FIFTEENTH: Upon information and belief, petitioner knew that if respondent vacated the apartment, the Co-Op board would not have allowed him to sublet it and that he would have been required to either sell it or pay charges on a vacant apartment.

AS AND FOR RESPONDENT'S SIXTH AFFIRMATIVE DEFENSE
Detrimental Reliance

SIXTEENTH: In 1988, after the Co-Op board's illegal, discriminatory, and wrongful rejection of the contract of sale, petitioner was a co-plaintiff with respondent and her mother in federal litigation against the Co-Op board and other defendants. Such federal lawsuit was based on its violation of guidelines requiring it to give contemporaneous reasons upon its rejection of single women and minority purchasers and its subsequent proffer of a reason which respondent demonstrated to be flagrantly false. It was also based on non-compliance with, and violation of, other Co-Op policies, practices, and procedures – including those enabling purchasers to obviate objections to their applications, as well as a rule enabling shareholders to override a disapproval and convene a special meeting.

SEVENTEENTH: Over respondent's objection, petitioner withdrew from the federal lawsuit in 1990 before completion of discovery due to the oppressive cost of the prolonged litigation and the intimidation of sanction threats by defense counsel and the federal court. This was fatal to the success of the case, as petitioner was not only the owner of the cooperative shares, but president of the Co-Op board when the contract of sale was entered into and rejected – a position he had held for four of the five years on which he had served on the board.

EIGHTEENTH: As a result of petitioner's withdrawal from the federal lawsuit, the Co-Op raised a lack of standing defense in an eve-of-trial motion to amend their answer, granted by the federal judge, thereby forcing respondent and her mother to drop their causes of action for corporate non-compliance, the merit of which they had already demonstrated by a motion for summary judgment.

NINETEENTH: On repeated occasions before and after defendants' eve-of-trial motion to amend, respondent and her mother sought from petitioner an assignment of rights, which he failed to provide, even after they had furnished him with a copy of their summary judgment motion on the corporate non-compliance causes of action.

TWENTIETH: Petitioner's withdrawal also compromised respondent's discrimination causes of action, which relied on written guidelines that petitioner and his attorney for the apartment sale – who was also the Co-Op's attorney – had represented to respondent had been approved and disseminated as part of the purchase application package, but which the Co-Op disavowed as ever having been approved and disseminated. The jury made an express finding that the guidelines had not been adopted by the Co-Op board.

TWENTY-FIRST: Respondent's lawsuit additionally relied on a written approval of occupancy by the Co-Op board (Exhibit B-2), which the Co-Op, in defending the federal litigation asserted that petitioner been improperly procured through his attorney for the apartment sale, also the Co-Op's attorney.

TWENTY-SECOND: Upon information and belief, petitioner's manipulative, self-centered personality and high-handed tactics as Co-Op board president contributed to the board's rejection of the contract of sale and its irrational and intransigent refusal to resolve matters not only with respondent, but with petitioner, who the board threatened and then sued in City Court

to take away his propriety lease (index numbers 434/88 and 500/88).

AS AND FOR RESPONDENT'S SEVENTH AFFIRMATIVE DEFENSE
Implied Contract, Detrimental Reliance & Fraud

TWENTY-THIRD: Notwithstanding the federal suit ended in 1993, adverse to respondent, petitioner did not then or thereafter seek her eviction by reason thereof or otherwise clarify the basis of her occupancy, as he readily could have done. To the contrary, he fostered in respondent the belief that he was honoring the terms of the October 30, 1987 occupancy agreement and contract of sale.

TWENTY-FOURTH: For 8-1/2 years petitioner knowingly and deliberately entered into no yearly sublet agreements with respondent for her continued occupancy of the apartment and to submit same to the Co-Op board for approval, as required by Co-Op rules and procedures (Exhibit B-1). Instead, he maintained, intact, the $1,000 monthly occupancy charge fixed by the occupancy agreement.

TWENTY-FIFTH: Such is all the more significant if, as petitioner's ¶13 purports, the apartment is not subject to any rent regulation. Upon information and belief, the Co-Op increased charges to shareholders during this 8-1/2 years from 1993 to 2001.

TWENTY-SIXTH: No alteration was made in the occupancy agreement by petitioner until November 2001, when he sent respondent a letter unilaterally announcing that "Due to the increased costs associated with Apartment 2C" there would be a $60 increase in the monthly occupancy (Exhibit C-1).

TWENTY-SEVENTH: Trusting in petitioner's good faith, respondent paid, without question, this first increase in the monthly occupancy (effective January 2002: $1,060).

TWENTY-EIGHTH: Likewise, respondent paid, without question, petitioner's subsequent increases: an additional $140 monthly (effective January 2004: $1,200) (Exhibit C-

2); an additional $400 monthly (effective January 2005: $1,600); an additional $60 monthly (effective February 2006: $1,660) (Exhibit C-4).

TWENTY-NINTH: None of these monies were sought by petitioner to defray costs of repair of the apartment. Petitioner never inquired of respondent as to the condition of the apartment and – even upon notice from respondent in July 2003 and thereafter that the cheaply constructed original kitchen cabinets were sagging to such a degree that she had to remove her dishes and that over the previous 15 years the living room air conditioner had never worked and the apartment was sweltering in the summer (Exhibit D-4) – he made no offer to make repairs.

THIRTIETH: In 2005 and 2006, petitioner sent respondent his ballot so that she could vote as she saw fit at the Co-Op's annual shareholders meeting.

THIRTY-FIRST: From April 2003 onward, petitioner affirmatively knew that respondent was ready to submit to the Co-Op board another application to purchase the apartment (Exhibits D, E, F, G). However, not until December 2006 did he inform Respondent that he did "not intend at this time or at any time in the future to enter into any discussions regarding [her] buying the apartment." (Exhibit G-4).

THIRTY-SECOND: Upon respondent's immediate request that petitioner identify:

> (1) when he decided that he would "not 'at any time in the future ...enter into any discussions regarding [her] buying the apartment';
>
> (2) "the basis therefor"; and
>
> (3) "why [he] did not inform her of this material fact at any time previously so that [she] could be guided accordingly" (Exhibit G-5),

petitioner replied with pretenses (Exhibit G-6) whose falsity respondent documentarily exposed by a January 11, 2007 letter annexing an 11-page "Attachment of Specifics" (Exhibit G-7).

THIRTY-THIRD: Thereafter, petitioner never answered these questions, despite

respondent's reiterated notice that she had received no response from him to that letter (Exhibits G-8, G-9, G-10, G-11, G-12).

AS AND FOR RESPONDENT'S EIGHTH AFFIRMATIVE DEFENSE
Extortion & Malice

THIRTY-FOURTH: Following petitioner's last unilaterally-announced $115 increase in the monthly occupancy charge of $1,660, which he did by letter dated October 1, 2006 (Exhibit G-1), respondent requested that he advise as to his monthly Co-Op charges for the apartment since January 1, 2002 – the effective date of his first unilaterally-announced increase in the $1,000 occupancy fixed by the October 30, 1987 occupancy agreement (Exhibits G-2).

THIRTY-FIFTH: Petitioner wilfully ignored respondent's request for this information (Exhibit G-4, G-6), refused to credit her with the $1,700 she laid out in 1998 and 1999-2000 for replacement of the nearly 30-year-old stove and refrigerator in the "good faith belief" that it would come off the apartment price when they renegotiated the contract of sale, and threatened her with "appropriate action" unless she paid his unilateral $1,775 monthly occupancy charge (Exhibit G-6).

THIRTY-SIXTH: Petitioner also wilfully ignored respondent's requests that they amicably resolve their differences by sitting down to discuss matters so that their respective rights and responsibilities might be clearly defined, including who was to make and pay for the needed repairs of which respondent had notified petitioner long before. Likewise, he ignored respondent's offer that she would put the additional $115 monthly into escrow pending such clarification (Exhibit G-7, G-8, G-9).

THIRTY-SEVENTH: On April 20, 2007, petitioner served respondent with a notice purporting to terminate respondent's "tenancy" on May 31, 2007, and threatening to initiate summary proceedings to remove her from the apartment if she had not vacated as of that date.

Petitioner's notice identified no factual or legal basis for his action.

THIRTY-EIGHTH: By letter to petitioner dated April 29, 2007 (Exhibit G-11), respondent stated that it should have been obvious to him that she could not possibly comply with his notice:

> "Like most people, I am already overburdened with professional and personal obligations, which do not allow me to devote myself to moving within six weeks from my home of nearly 20 years, requiring, as it does, my locating and securing another home for myself – which, since I wish to purchase, not rent, could not be done within that time frame."

Additionally, respondent's letter to petitioner stated:

> "If you have a legal basis for your notice, please set it forth so that I might be guided accordingly. As always, I am ready to meet with you and your attorney to discuss our respective legal positions and avoid litigation. To that end, I am also willing to turn to a mediator."

THIRTY-NINTH: Petitioner did not respond and the summary proceeding he commenced by service upon respondent on July 9, 2006 is by a petition which is knowingly false and misleading in all material respects.

AS AND FOR RESPONDENT'S NINTH AFFIRMATIVE DEFENSE
Breach of Covenant of Good Faith & Fair Dealing

FORTIETH: From April 2003, petitioner knew that respondent believed that the Co-Op board would approve her purchase of the apartment upon her resubmission of the contract of sale (Exhibit D-1). With his knowledge, she made inquiries of the Co-Op board as to whether she might be approved for the apartment purchase – and received an encouraging response (Exhibit D-2).

FORTY-FIRST: In June and July 2003, petitioner wrote respondent that he was not ready to sell the apartment "at this time" (Exhibit D-3) and that before he would renegotiate the sale price he would require from the Co-Op board a pre-approval letter accepting respondent for

purchase contingent upon her meeting the financial requirements (D-6).

FORTY-SECOND: In or about December 2004 through March 2005, respondent's sister engaged in e-mail communications with petitioner regarding purchase of the apartment. Petitioner stated that he would not order an appraisal of the apartment unless the Co-Op board sent him a letter, signed by the entire admissions committee and the board president, approving respondent for purchase contingent on her meeting the financial requirements. Additionally, he requested a letter from respondent stating that if she were to be rejected for any or no reason, she would accept the board's decision and not instigate any legal action against him or the board (Exhibit E-2, E-3).

FORTY-THIRD: On December 31, 2004, respondent sent petitioner his requested letter, notarized, that she would take no legal action in the event she did not receive board approval. She also advised petitioner that she would "approach the Board about securing the resale approval letter you request so that we can proceed to the next step" (Exhibit E-4).

FORTY-FOURTH: On January 30, 2005, respondent wrote to the Co-Op board for a "resale approval letter" (Exhibit E-7). The board responded by a January 31, 2005 letter from its counsel – to which petitioner was an indicated recipient – stating that the Co-Op has "established standard procedures for applicants who wish to purchase" and that respondent's completed application package would be "reviewed and given consideration by the Board of Directors in the same manner as all applications to purchase" (Exhibit E-8).

FORTY-FIFTH: Respondent was ready to proceed with the standard application process, petitioner was not. He stated, however, that "Personally, I do not have any problem with selling the apartment to Elena" (Exhibit E-11);

FORTY-SIXTH: Upon information and belief, the assertions made by petitioner from

2003 to 2006 that he was not ready to sell the apartment "at this time" and the obstacles he placed in the way of renegotiating the contract of sale and submitting it to the Co-Op board were not in good faith, as he was making other plans for the apartment which did not include respondent. Among these, that one or both of his daughters would move into the apartment, which they would not be ready to do until the summer or fall of 2007 at the earliest.

AS AND FOR RESPONDENT'S TENTH AFFIRMATIVE DEFENSE
Fraud; Retaliatory Eviction; &
Intentional Infliction of Emotional Distress

FORTY-SEVENTH: In April 2006, water from an illegal washing machine in an upper floor apartment backed up in the building pipes and spilled out through the kitchen pipes and sink of Apartment 2C. Respondent was not home at the time, but the water was detected by the superintendent, who promptly cleaned up the flood waters in the apartment

FORTY-EIGHTH: The president of the management company inspected the damage, subsequently followed by the Co-Op's insurer and, thereafter, by petitioner. Prior thereto, petitioner did not notify respondent that he would be coming, did not invite respondent to be present during his inspection, and did not even inquire of her as to the extent of the damage. Respondent learned of petitioner's intended visit from the management company. She thereupon e-mailed petitioner, expressing the hope that they would have "an opportunity to talk directly – for the first time in more than a decade and a half." (Exhibit F-1)

FORTY-NINTH: Petitioner's arrival on May 10, 2006 was the first time he had been in the apartment since 1987. It was also the first time he had spoken to respondent in approximately 15 years. Respondent used the occasion to discuss her purchase of the apartment, stating that the repairs necessitated by the water damage, combined with the long-needed repairs and renovations to the apartment – which petitioner could then see for himself – made this an

optimum time to move ahead with the sale of the apartment so that such could be done in a manner and style consistent with respondent's taste.

FIFTIETH: Petitioner replied that he was not planning to sell the apartment "at this time" – notwithstanding he claimed to be "losing money" on the apartment. To this, respondent answered that there was no reason for him to lose money on the apartment, as she was ready to pay him a fair price for it. She further stated that she was so confident that the board would approve the sale that she was willing to cover petitioner's costs if she were wrong, and to put such money in escrow or to give it to him directly. As to the purchase price, respondent told petitioner to get an appraisal of the apartment from which to begin their negotiations – and that she was even willing to pay for that. Respondent memorialized this offer in a May 11, 2006 e-mail she sent to petitioner (Exhibit F-4).

FIFTY-FIRST: Petitioner did not respond, other than by sending respondent, on May 23, 2006, his proxy ballot to vote as she saw fit at the annual shareholders' meeting on June 5, 2006. This was then followed by petitioner's May 27, 2006 e-mail, announcing to respondent, without the slightest explanation – or consultation as to her convenience – that major repairs would be done on the apartment "this coming week": "The living room, foyer, and bedroom floors will be taken out and completely replaced. The kitchen floor, cabinets, and dishwasher-sink-faucet will also be replaced." Two days later, May 29, 2006, petitioner e-mailed respondent that the new dishwasher was scheduled for delivery on June 1. (Exhibit F-6).

FIFTY-SECOND: Respondent answered by a May 30, 2006 e-mail entitled "The meaning of it all" (Exhibit F-7), asking why petitioner was making renovations, which she had not requested, to an apartment that he claimed to be "losing money on" and which she was ready to buy. It closed as follows:

> "As I do not wish there to be any misunderstanding – and as there are many repairs, renovations and improvements that are urgently needed (as, for instance, the shower in the master bedroom, which I have been unable to use for years; the air conditioner in the living room, which – from the time I moved in – never worked, the bedroom air conditioners that do not work properly, and, of course, no air conditioner in my office area off the kitchen, etc. – which I am ready to make for an apartment I own – I think we should talk further about what your expectations are – and mine.".

FIFTY-THIRD: Petitioner did not respond by e-mail. Rather, he telephoned respondent on May 31, 2006, stating that he would come by to discuss the content of her e-mail as to "The meaning of it all". Based thereon – and in a show of good faith – respondent allowed delivery of the unnecessary dishwasher.

FIFTY-FOURTH: On June 2, 2006, petitioner left a voice mail message for respondent, stating that he would be calling her and coming by to discuss matters. However, he did not call or visit. Rather, a full week later, on Friday, June 9, 2006 – and without any consultation of respondent – petitioner e-mailed respondent that repairs would begin "Monday morning June 12" (Exhibit F-9).

FIFTY-FIFTH: Respondent answered by a June 11, 2006 e-mail entitled "Preventing Misunderstandings..." (Exhibit F-10). In pertinent part, it stated:

> "I still have not the slightest clue as to 'the meaning of it all' – and am increasingly convinced that it would be deleterious to our relationship to go forward until there is a frank discussion as to your expectations – and mine.
>
> I do not wish there to be any misunderstandings or advantage-taking. My ultimate goal, as you know, is to negotiate a fair price with you on an apartment you claim to be 'losing money on'."

FIFTY-SIXTH: Petitioner's e-mail response, shortly after midnight on June 12, 2006 (Exhibit F-11), stated, in pertinent part:

> "The repairs to the apartment have nothing to do with any discussion of any sale of the apartment. The repairs have to do with the damage that was caused by the flood and present a potential health hazard because of the backed up water that

seeped into the floor. The insurance company has inspected the premises and agreed that this problem exists and is paying for removal of the flooring, cleaning, and their replacement. This needs to be done as soon as possible to avoid any mold from forming.

...Because of the nature of the repairs in the kitchen, it made no sense to take out the cabinets, to get to the floor, and put them back because the condition and age of the cabinets made it unlikely that they would survive the move. So, as a responsible apartment owner, I am paying for the new cabinets and the tile floor in the kitchen, and the painting, and the 20+ year old dishwasher that made no sense to reinstall..."

FIFTY-SEVENTH: Respondent's answer, by a June 12, 2006 e-mail (sent at 7:09 a.m.) (Exhibit F-12), repeated her previously-raised question:

"why – if you are 'losing money' on the apartment – are you paying for flooring and a new kitchen (and how does the insurance co. fit into this picture)? Surely, you expect to pass the cost to me – either by raising the monthly maintenance (which I have never once questioned in any way) – or by an increased price for the apartment. That you have not consulted me as to my aesthetic and utilitarian preferences makes this all the more unfair. As I informed you by my May 30th e-mail, I will not pay an increased maintenance for an apartment that I am ready to purchase at a fair negotiated price. Obviously, upon purchase of the apartment, I do not want to be put to the ordeal and expense of replacing your selection of flooring and cabinetry because it is not to my taste."

FIFTY-EIGHTH: While respondent was writing the aforesaid e-mail, petitioner telephoned, demanding that she allow the contractor and his workers into the apartment to begin work that morning. Petitioner stated that after the work was complete, he would discuss the apartment sale with respondent and that he was already looking at appraisals.

FIFTY-NINTH: Following this phone call, petitioner telephoned the contractor and told him that if respondent had any aesthetic changes to the arranged renovations, she could make them. Respondent thereafter called petitioner to discuss and obtain his approval for her preferences.

SIXTIETH: That evening, after respondent had begun moving the contents of the kitchen, foyer, living room, and her bedroom, she sent petitioner an e-mail entitled, "I'm

overwhelmed and feeling miserable" (Exhibit F-13), asking:

> "Are you sure it is necessary to do the kitchen tomorrow? Can it really not wait two weeks?
>
> I'm swamped with a court deadline and – while I appreciate that you told [the contractor] this morning to let me make changes that I wished, I really felt very inhibited, was unable to gauge much from the brochure, and – quite frankly, my personality is such that I make decisions slowly and deliberatively.
>
> I don't understand this situation – and would appreciate if we could both have time together to think this through."

SIXTY-FIRST: Petitioner's reply, by e-mail (at 10:05 p.m.) (Exhibit F-14) was that "The repairs have to start tomorrow as agreed". He then stated: "I have given you a bit of leeway here, please do not make me sorry for doing something I did not have to do, was advised against doing, but did anyway to give you some input."

SIXTY-SECOND: Respondent's responding June 13, 2006 e-mail (at 4:51 a.m.) (Exhibit F-15), entitled "I would gladly give you the insurance $ on the kitchen", proposed a reasonable alternative to what was happening:

> "I would have – and still would – GLADLY give you the couple of hundred dollars the insurance company is giving you for removing the kitchen floor – if that is the reason for the urgency of your kitchen renovation, as to which you are spending many, many thousands of dollars for something I do not want and which you are insisting on at a time not convenient for me and causing major disruption in my life and prejudice to my work.
>
> I don't know who would possibly 'advise' you not to give me 'a bit of leeway here', but allowing me to have 'input' on the morning of major renovations is NOT something to be 'sorry' for. It was what needed to happen weeks ago, <u>when it could have been meaningful</u>. For the record, the extent of my 'input' is the kitchen counter, as to which I had no idea what to select from the few chips [the contractor] had." (capitalization and underlining in the original).

SIXTY-THIRD: Again, petitioner did not respond. Nor did he write or call respondent during the following week and half as to her direct observations as to the work being done and how she was managing without a kitchen and without her bedroom – the contents of which were in a jumble in the master bedroom and living room. Petitioner was aware, however, from the

contractor that the work was at a halt as he had not received from the insurance company the thousands of dollars for the new floor for respondent's bedroom, the foyer, and the living room – and that, in desperation, respondent had repeatedly offered to advance him the monies so that the apartment could be returned to a habitable state, which it was not then.

SIXTY-FOURTH: By e-mail on June 22, 2006 (Exhibit F-16), respondent advised petitioner that she did not think there was a mold problem and did not wish the living room floor to be removed until she saw the insurance paperwork.

SIXTY-FIFTH: Petitioner initially ignored respondent's request to see the insurance paperwork (Exhibit F-17) – and then, upon respondent's assertion that she would not allow the foyer and living room floor to be removed until she had seen it (Exhibit F-18), rejected her request. His June 23, 2006 e-mail (10:59 a.m.) (Exhibit F-19) stated, in pertinent part:

> "...the agreement that you made with me was simple. You agreed to allow complete access to the apartment so all the repairs, including the wood tiles, could be done. I agreed to meet with you after all the repairs were done and discuss a possible sale of the apartment (as I said I took the first steps to get the appraisals). Based on this agreement, supplies including the wood tiles, were purchased and work schedules were set up. I expect that you honor your end of the agreement and allow the work to proceed..."

SIXTY-SIXTH: Later that day, Friday, June 23, 2006, petitioner left a message for respondent on her home phone, thereafter phoning again to insist that the work proceed. Respondent stated that she could not then speak, but would send petitioner the e-mail she was then writing and would write him a further e-mail on Sunday, June 25, 2006.

SIXTY-SEVENTH: The e-mail that respondent was then writing, which she sent to petitioner (Exhibit F-20), stated, in pertinent part:

> "I do not wish to be bulldozed any longer – which is what you did in unilaterally arranging – and insisting on – major repairs/renovations of the apartment without sitting down to any discussion with me as to ' the meaning of it all"...

She also asked petitioner whether petitioner had any objection to her making inquiries of the Co-Op's managing agent with respect to the Co-op's insurance. Petitioner did not respond.

SIXTY-EIGHTH: On June 25, 2006, respondent sent petitioner a further e-mail (Exhibit F-21). Entitled "Resolving the Issue Amicably and Speedily", it stated:

> "I have reviewed our exchange of e-mails, spanning from May 9th to June 23rd.
>
> Your 12:36 a.m. e-mail from June 12th precedes its description of the 'potential health hazard..."and the need for expedition 'to avoid any mold from forming' with the sentence: 'The repairs to the apartment have nothing to do with any discussion of any sale of the apartment'.
>
> If the sale of the apartment is separate, then what is your sale price? When you called me six hours after that June 12th e-mail you told me you had already obtained appraisals following our May 10th conversation together. What were they?
>
> Let's settle on a price now so that you can be relieved or responsibility for repairs which decrease the apartment value to me. I do not believe that the existing foyer and living room floors are, in fact, a 'health hazard'. However, if, after proper inspection, replacement is deemed medically-necessary, the floors should be replaced with a quality of wood tiles comparable to the 39-year old tiles originally laid – NOT the inferior plastic-looking & feeling wood tiles which were installed in my bedroom on Thursday. I do not wish such inferior tiles to be extended to what your June 23rd e-mail describes as 'the main area of the apartment' – and am willing to pay the difference for more expensive wood tiles for an apartment I own. This is eminently fair and reasonable.
>
> I share the hope you expressed in your June 23rd e-mail 'that this issue can be resolved'. Yet, to accomplish this, amicably and speedily, we need to 'move on to more substantive talks than floor tiles' now, not later. It is long past time for us to conclude an apartment sale begun more than 18-1/2 years ago – this time with Board approval. Such is in the interest of all concerned.
>
> Please advise so that I may know how to proceed.
>
> Thank you." (underlining and capitalization in the original)

SIXTY-NINTH: Petitioner neither telephoned nor e-mailed respondent any response. Rather, on June 26, 2006, he telephoned the management company, whose vice president communicated a threat from him to respondent. The threat was that unless respondent immediately consented to the removal of the foyer and living room floors, he would begin eviction proceedings against her (Exhibit F-22).

SEVENTIETH: Faced with such threat and because the management company's vice-president was uninterested in her doubts as to the existence of any "health hazard" requiring removal of the floors at the expense of the Co-Op's insurer, and her refusal to allow respondent to speak with the president for whom she had left four telephone messages – or afford her time to consult with the Co-Op board – she consented. Such was expressly based on the vice-president's assurance to respondent, in response to her request for same, that respondent would not thereby be deemed complicitous in what she believed might be insurance fraud. Respondent memorialized this in a letter to the vice-president, a copy of which she e-mailed petitioner (Exhibit F-22).

SEVENTY-FIRST: Petitioner's response was one of sarcasm, accusing respondent of "compiling" a "list of fraud suspects". He indicated a copy to the vice-president, with the notation "ok to forward to all concerned parties" (Exhibit F-23).

SEVENTY-SECOND: Respondent answered with a lengthy June 27, 2006 e-mail (12:17 a.m.) (Exhibit F-24), detailing the factual basis for her belief that "no 'proper inspection' was ever done" on the apartment floors.

> "...Firstly, I was present on May 10th when you and [the contractor] came to the apartment and picked up linoleum tiles in the kitchen floor from two different areas and found NO mold. You did not then proceed to check the wood tiles in the bedroom, living room, or foyer.
>
> Second, I am unaware of any insurance adjuster doing any kind of inspection for mold – and I believe I was present whenever adjusters came. Certainly, I never saw any evidence, after the fact, of tiles having been loosened or removed to check for mold – not in the kitchen, bedroom, living room, or foyer.
>
> Thirdly, I am completely unaware of what you are talking about when you say that the water had 'virtually dissolv[ed] the adhesive that holds the tiles to the floor'. This is news to me and I can attest absolutely that ALL tiles were firmly in place except for two or three tiles directly next to the kitchen – and they had suffered damage long ago making them vulnerable to the recent deluge. The only other area of visible damage – also previously damaged – was toward the end of the foyer entrance – and the slight buckling of those wood tiles ultimately subsided and they seemed securely anchored to the floor.

It is my understanding that your insurance company, which you have identified as State Farm, picked up the kitchen floor – although there was NO visible flood damage to the linoleum tiles and, as I said, no mold found when you and [the contractor] checked on May 10th. As for the bedroom, living room, and foyer, I understand it is the Co-Op's insurance that paid – and I'm at a complete loss to understand how it is that full removal of all these floors was authorized without any determination on the 'health hazard' mold issue or as to the precise degree of visible damage caused by the flood. On June 22nd, with the foyer and living room yet to be removed, I e-mailed you that I would not allow same until I saw the insurance documents. I stated, 'Frankly, I do NOT think there is a mold problem – and the small portion of the floor visibly damaged can be repaired or compensated for in other ways.' Your response, after initially ignoring my request for the insurance documents, which I characterized as 'reasonable', was to tell me it was 'not reasonable'.

I would note that at no time during the removal of either the kitchen or bedroom floors – which took place on June 13th and 14th – did I hear any eurekas that mold had been found or warnings to me to cover my nose and mouth or to leave the apartment entirely. Nor today, with the removal begun of the foyer and living room floors – to which I consented only because of your threat that you would otherwise evict me, transmitted (& endorsed) by [the management company's vice president] – did I hear anyone comment about mold having been found. Certainly, from the strenuous pounding of hammers required to pry the wood tiles from the floor it was evident that the adhesive securing them had not dissolved.

To no avail, I attempted to alert you and [the management company] when it became clear to me from all that has been going on here that we must stop and reassess whether the work paid for by insurance monies was properly authorized. What I got for my honest, good-faith efforts were threats and intimidation.

As to your out-of-pocket costs – which I believe are exclusively for the new kitchen for an apartment you told me on May 10th you were 'losing money' on – I repeatedly queried you as to 'the meaning of it all', but you would not answer. On May 10th, I begged you to allow me to buy the apartment so that I could be responsible for the repairs necessitated by the water damage – and for the myriad of renovations long past due, the kitchen being one. Your response was to shut me out of the damage assessment and the insurance settlement – and, 2-1/2 weeks later, to announce to me a *fait accompli* of repairs and a kitchen renovation as to which you had not only given me no input, but which you adamantly insisted had to be done immediately. Your June 12th response to my objections was to dangle before me the apartment – presumably based on appraisals that would reflect an increased price resulting from repairs and renovations to which I had objected. I told you then that allowing the work to go forward in such unilateral, hurried fashion – without any discussion of 'the meaning of it all' was in deference to you, but over my better judgment.

I should have stuck to my better judgment."

SEVENTY-THIRD: Petitioner responded with a short June 27, 2006 e-mail (7:53 a.m.)

(Exhibit F-27), stating:

"It is obvious to all concerned that your ranting about insurance fraud and your veiled attempt to appear as an advocate operating in the best interest of the building is an attempt to cover up your documented attempts at extortion to compel me to agree to a sale of the apartment or you would deny access for the repairs. All your emails clearly show your continued diatribes and threats of noncompliance unless I did what you wanted and these emails will be turned over to the management agent for reference since your accusations have compromised the integrity of so many."

SEVENTY-FOURTH: Respondent's answering June 27, 2006 e-mail entitled "Examining the E-Mail and Insurance Documents" (Exhibit F-28) was as follows:

"Contrary to your view as to what 'is obvious to all concerned', there is nothing 'ranting' abut my June 27th e-mail to which you are purporting to respond. Rather, it particularizes facts that have led me to believe that 'insurance fraud' has been perpetrated and insurers defrauded – including the Co-Op's. You have addressed NONE of these facts – even those of which you have direct, personal knowledge.

Further, I NEVER attempted to 'deny access for the repairs' as a means of 'extortion to compel [you] to agree to a sale of the apartment'. Rather, you arranged for and steamrolled major repairs and renovations – never once consulting or discussing with me the timing, let alone how repairs might be accomplished in the easiest, most cost-effective fashion for damage which was limited, unless there was a mold issue – which, increasingly, I came to believe there was not. My legitimate inquires as to 'The meaning of it all' were ignored by you – including my inquiries about purchasing the apartment which I had discussed with you on May 10th – and then followed up by a May 11th e-mail, to which you never responded.

There are no 'continued diatribes' or 'threats' by me in any of my e-mails – and I challenge you to identify a single e-mail that could be so-characterized. That you are ready to turn the e-mails over to the 'management agent' as corroborative of your false aspersions underscores the serious distortion in your thinking, with which I have been contending these many weeks.

...

Following examination of these e-mail exchanges, 'all concerned' should be examining the insurance documents – beginning with those of the Co-Op's insurer." (capitalization in the original).

SEVENTY-FIFTH: Petitioner did not respond to this e-mail.

SEVENTY-SIXTH: Three months later, petitioner sent respondent a letter dated October 1, 2006 letter, stating "The occupancy charge for apartment 2C will increase to $1775.00

as of January 1, 2007." He signed it "Regards" (Exhibit G-1).

SEVENTY-SEVENTH: By letter to petitioner dated October 31, 2006 (Exhibit G-2), respondent stated that his one-sentence October 1, 2006 letter was "objectionable for all the reasons that [her] correspondence to [him] from May through June of this year make apparent". Noting that his letter did not include the language "Due to the increased costs associated with Apartment 2C" – whereas his letter announcing his first increase, effective January 2002, had – she asked that he advise as to the monthly charges he had paid the Co-Op since January 2002. She also noted that the $1,660 she had been paying him monthly since February 2006 was "in the good faith belief that we would be sitting down to negotiate a fair price on the contract of sale in the near future".

SEVENTY-EIGHTH: Petitioner did not respond.

SEVENTY-NINTH: By letter to petitioner dated November 30, 2006 (Exhibit G-3), respondent noted she had received no response from him to her October 31, 2006 letter and asked that he advise "when, in the near future, you will be ready to negotiate a fair price on the contract of sale, so that I might make appropriate decisions and arrangements for the coming year."

EIGHTIETH: By a one-sentence letter to respondent dated December 17, 2006 (Exhibit G-4), petitioner replied: "I do not intend at this time or at any time in the future to enter into any discussions regarding your buying the apartment."

AS AND FOR RESPONDENT'S FIRST COUNTERCLAIM
Prior Proceedings

EIGHTY-FIRST: Respondent repeats, realleges, and reiterates paragraphs FIRST through EIGHTIETH, as if fully set forth herein, and especially paragraphs SIXTEENTH through TWENTY-SECOND.

EIGHTY-SECOND: Respondent and her mother, Doris L. Sassower, as contract-vendees of the subject premises, had a meritorious federal action against the Co-Op and other defendants, which petitioner knowingly and deliberately compromised, undermined, and sabotaged, both while he was their co-plaintiff therein and after his withdrawal. Such included collusion with the Co-Op both with respect to his initiation and pursuit of eviction proceedings against them in White Plains City Court, timed to be the most prejudicial, and his wilful and repeated failure to assign his shareholder rights to respondent and her mother so as to maintain their corporate non-compliance causes of action.

EIGHTY-THIRD: Respondent seeks compensatory and punitive recovery from respondent for all ensuing damages, including, but not limited to, the legal fees, costs, and disbursements expended by her and her mother in the aforesaid federal action, as well as in defending against petitioner's harassing City Court proceedings during the pendency thereof.

AS AND FOR RESPONDENT'S SECOND COUNTERCLAIM
Fraud from April 2003 Onward & Extortion

EIGHTY-FOURTH: Respondent repeats, realleges, and reiterates paragraphs FIRST through EIGHTY-THIRD, as if fully set forth herein, and especially paragraphs TWENTY-THIRD through FORTY-SIXTH.

EIGHTY-FIFTH: Petitioner is liable for his fraud upon respondent from April 2003 to December 2006, when, following notification from her that she was ready, willing, and able to

proceed with purchase of the apartment, he concealed his true intent. Such intent was not to sell the apartment to her, but, rather, to keep her in occupancy, paying monthly occupancy charges in excess of the amount fixed by the 1987 occupancy agreement, until such time as he was ready to make a disposition of the apartment that did not include her. In so doing, petitioner wrongfully prevented respondent from taking steps during this 3-1/2 year period to enforce her rights under the contract of sale and occupancy agreement. He also wrongfully deprived her of countless opportunities to locate and buy another apartment suitable for her at a time and in a manner that would minimize the disruption to her personal and professional life.

EIGHTY-SIXTH: By reason thereof, respondent seeks recovery from petitioner of the monthly occupancy charges she paid him in the good faith belief that he would be renegotiating with her the contract of sale for submission to the Co-Op board.

EIGHTY-SEVENTH: Additionally, respondent seeks $135,000 in punitive damages for petitioner's malicious, bad-faith behavior, including, but not limited to, his refusal to identify:

> (a) when he decided that he would "not 'at any time in the future ...enter into any discussions regarding [her] buying the apartment';
>
> (b) "the basis therefor"; and
>
> (c) "why [he] did not inform her of this material fact at any time previously so that [she] could be guided accordingly" (Exhibits G-5, G-7),

combined with his attempt to extort from her a unilateral and unexplained increase in the monthly occupancy on threat of legal action (Exhibit G-6), which he then actualized by terminating her "tenancy" with a six-week notice and thereafter commencing this eviction proceeding – all the while ignoring respondent's reasonable offers for clarification of the situation and amicable resolution of their differences (Exhibits G-7, G-10, G-11, G-12, G-14).

AS AND FOR RESPONDENT'S THIRD COUNTERCLAIM
Fraud & Intimidation in June 2006, Retaliatory Eviction

EIGHTY-EIGHTH: Respondent repeats, realleges, and reiterates paragraphs FIRST through EIGHTY-SEVENTH, as if fully set forth herein and, especially paragraphs FORTY-SEVENTH through EIGHTIETH.

EIGHTY-NINTH: Petitioner is liable for the fraud he perpetrated upon respondent in June 2006 in promising her that if she agreed to allow the major repairs and renovations to the apartment that he had unilaterally arranged for, he would "discuss a possible sale of the apartment" (Exhibit F-19), when his true intention was not to sell the apartment to her, but, rather to keep her in occupancy, paying monthly occupancy charges in excess of the amount fixed by the 1987 occupancy agreement, until such time as he was ready to make a disposition of the apartment that did not include her. In so doing, petitioner wrongfully deprived respondent of fair use and occupancy of the apartment in June 2006 – at a time of maximum inconvenience for her. He also wrongfully prevented her from then taking steps to enforce her rights under the contract of sale and occupancy agreement and/or to locate and buy another apartment suitable for her at a time and in a manner that would minimize the disruption to her personal and professional life.

NINETIETH: By reason thereof, respondent seeks compensatory damages from petitioner in the amount of the monthly occupancy charges she paid him from June 2006 to December 2006 in the good faith belief that he would renegotiate with her the contract of sale for submission to the Co-Op board. She also seeks compensatory damages in the amount of the monthly occupancy charges she paid petitioner from January 2007 to the present based on his refusal to answer the reasonable questions reiterated by her January 11, 2007 letter (Exhibit G-7) concerning their May-June 2006 exchange of e-mails (Exhibits F-1 – F-28). Based thereon, she

additionally seeks appropriate punitive damages, including for, but not limited to, petitioner's intimidation of respondent by his threats, *via* the management company, to evict her, when she properly notified him of her good-faith belief that an insurance fraud had been perpetrated, asked to see the insurance documents, and requested a reinspection of the alleged "health hazard" caused by the flood (Exhibits F-16 – F-28).

AS AND FOR RESPONDENT'S FOURTH COUNTERCLAIM
Ensuring the Integrity of the Judicial Process

NINTY-FIRST: Respondent repeats, realleges, and reiterates paragraphs FIRST through NINETIETH, as if fully set forth herein.

NINTY-SECOND: The Petition is based on falsification and omission of material facts, requiring dismissal by reason thereof, imposition of $10,000 sanctions and maximum costs under 22 NYCRR §130-1.1 *et seq.* against petitioner and his attorney, Leonard Sclafani, Esq., both of whom signed it, and, additionally, disciplinary referral of attorney Sclafani pursuant to this Court's mandatory "Disciplinary Responsibilities" under §100.3D(2) of the Chief Administrator's Rules Governing Judicial Conduct.

WHEREFORE, respondent seeks dismissal of the Petition based on her Answer and Affirmative Defenses, and the granting of her Counterclaims, together with compensatory and punitive damages in the total amount of $1,000,000, and such other and further relief as may be just and proper, including an award of counsel fees, costs, and disbursements.

ELENA RUTH SASSOWER

Sworn to before me this
20th day of August 2007

JOSEPH CASTELLANO
Notary Public, State of New York
No. 04CA5075933
Qualified in Westchester County
Commission Expires April 14, 2011

Notary Public

VERIFICATION

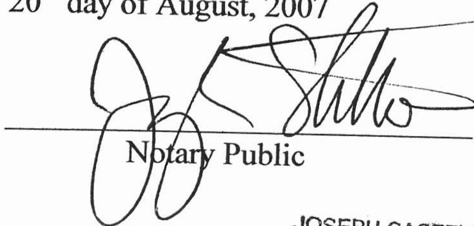
STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss:

ELENA RUTH SASSOWER, being duly sworn, deposes and says:

I am the respondent in the within proceeding. I have written the annexed Verified Answer with Affirmative Defenses and Counterclaims and attest that same is true and correct of my own knowledge, information, and belief, and as to matters stated upon information and belief, I believe them to be true.

ELENA RUTH SASSOWER

Sworn to before me this
20th day of August, 2007



Notary Public

JOSEPH CASTELLANO
Notary Public, State of New York
No. C4CA5075933
Qualified in Westchester County
Commission Expires April 14, 2011

TABLE OF EXHIBITS

Exhibit A-1: Contract of Sale and Rider I, each signed by petitioner, respondent, and respondent's mother, Doris L. Sassower, October 30, 1987

Exhibit A-2: Occupancy Agreement, signed by petitioner, respondent, and respondent's mother, Doris L. Sassower, October 30, 1987

Exhibit B-1: Sublet Application, signed by petitioner and respondent's mother, Doris L. Sassower, October 27, 1987

Exhibit B-2: Co-Op Board's letter approving occupancy for respondent, respondent's mother, and members of immediate family, signed by Roger Esposito, Assistant Vice President, October 29, 1987

Exhibit C-1: Petitioner's November 10, 2001 letter to respondent
Exhibit C-2: Petitioner's October 25, 2003 letter to respondent
Exhibit C-4: Petitioner's December 28, 2005 letter to respondent

Exhibit D-1: Respondent's April 4, 2003 hand-written note to petitioner
Exhibit D-2: Respondent's June 6, 2003 letter to petitioner, with enclosures
Exhibit D-3: Petitioner's June 15, 2003 letter to respondent
Exhibit D-4: Respondent's July 5, 2003 letter to petitioner
Exhibit D-5: Petitioner's hand-written note to respondent, faxed July 20, 2003
Exhibit D-6: Petitioner's July 22, 2003 letter to respondent
Exhibit D-7: Respondent's August 5, 2003 letter to petitioner
Exhibit D-8: Respondent's September 5, 2003 letter to petitioner
Exhibit D-9: Respondent's October 5, 2003 letter to petitioner

Exhibit E-1: Petitioner's December 28, 2004 (10:09 a.m.) e-mail to respondent's sister – "FW: Questions?"
Exhibit E-2: Petitioner's December 28, 2004 (4:31 p.m.) e-mail to respondent's sister – "FW: Pls clarify"
Exhibit E-3: Petitioner's e-mail to respondent's sister – "FW: Re: Elena letter"
Exhibit E-4: Respondent's December 31, 2004 new year's note to petitioner, enclosing her notarized December 30, 2004 letter to him
Exhibit E-5: Petitioner's January 3, 2005 e-mail (6:44 p.m.) to respondent's sister – "Re: On the way"
Exhibit E-6: Petitioner's January 3, 2005 e-mail (6:59 p.m.) to respondent's sister – "Re: absolutely"

Exhibit E-7: Respondent's January 30, 2005 letter to Co-Op board members Daisy Hobby and Bill Iolonardi, to which petitioner was an indicated recipient

Exhibit E-8: Co-Op Counsel's January 31, 2005 letter to respondent, to which petitioner was an indicated recipient

Exhibit E-9: Petitioner's February 9, 2005 e-mail to respondent's sister – "Re: Did you receive?"

Exhibit E-10: Petitioner's February 10, 2005 e-mail to respondent's sister "Re: A miscommunication"

Exhibit E-11: Petitioner's March 7, 2005 e-mail to respondent's sister "Re: Kindly review"

Exhibit F-1: Respondent's May 9, 2006 (9:06 p.m.) e-mail to petitioner – "Tomorrow"

Exhibit F-2: Petitioner's May 9, 2006 (9:27 p.m.) e-mail to respondent

Exhibit F-3: Respondent's May 9, 2006 (10:02 p.m.) e-mail to petitioner – "Will look forward to seeing you."

Exhibit F-4: Respondent's May 11, 2006 (8:44 a.m.) e-mail to petitioner – "Thanks, etc."

Exhibit F-5: Petitioner's May 27, 2006 (10:48 a.m.) e-mail to respondent – "Apartment repair"

Exhibit F-6: Petitioner's May 29, 2006 (9:58 p.m.) e-mail to respondent – "dishwasher delivery"

Exhibit F-7: Respondent's May 30, 2006 (8:47 a.m.) e-mail to petitioner – "The meaning of it all"

Exhibit F-8: Respondent's June 2, 2006 (6:39 a.m.) e-mail to petitioner – "My cell #"

Exhibit F-9: Petitioner's June 9, 2006 (2:21 p.m.) e-mail to respondent – "Apartment repairs"

Exhibit F-10: Respondent's June 11, 2006 (5:47 p.m.) e-mail to petitioner – "Preventing Misunderstandings..."

Exhibit F-11: Petitioner's June 12, 2006 (12:36 a.m.) e-mail to respondent – "Re: Preventing Misunderstandings..."

Exhibit F-12: Respondent's June 12, 2006 (7:09 a.m.) e-mail to petitioner – "As discussed moments ago."

Exhibit F-13: Respondent's June 12, 2006 (9:25 p.m.) e-mail to petitioner -- "I'm overwhelmed & feeling miserable"

Exhibit F-14: Petitioner's June 12, 2006 (10:05 p.m.) to respondent – "Re: I'm overwhelmed & feeling miserable"

Exhibit F-15: Respondent's June 13, 2006 (4:51 a.m.) e-mail to petitioner – "I would gladly give you the insurance $ on the kitchen"

Exhibit F-16: Respondent's June 22, 2006 (5:49 p.m.) e-mail to petitioner – "I do not wish the living room floor to be removed --"

Exhibit F-17: Petitioner's June 22, 2006 (9:48 p.m.) e-mail to respondent – "Re: I do not wish the living room floor to be removed –"

Exhibit F-18: Respondent's June 22, 2006 (10:18 p.m.) e-mail to petitioner – "Instruct Mike to Finish the Kitchen Without Further Delay"

Exhibit F-19: Petitioner's June 23, 2006 (10:59 a.m.) e-mail to respondent – "Re: Instruct Mike to Finish the Kitchen Without Further Delay"

Exhibit F-20: Respondent's June 23, 2006 (2:33 p.m.) e-mail to petitioner – "I cannot proceed 'blind' any longer"

Exhibit F-21: Respondent's June 25, 2006 (8:35 p.m.) e-mail to petitioner – "Resolving the Issue Amicably & Speedily"

Exhibit F-22: Respondent's June 26, 2006 (9:03 p.m.) e-mail to petitioner – "'Water Damage' to Apt. 2C", with enclosed June 26, 2006 letter to White Management;

Exhibit F-23: Petitioner's June 26, 2006 (9:41 p.m.) e-mail to respondent – "RE: 'Water Damage' to Apt. 2C";

Exhibit F-24: Respondent's June 27, 2006 (12:17 a.m.) e-mail to petitioner – "Responding to your sarcasm"

Exhibit F-25: Petitioner's June 26, 2006 (10:25 p.m.) e-mail to respondent – "please add to the list"

Exhibit F-26: Respondent June 27, 2006 (12:28 a.m.) e-mail to petitioner. – "Responding to your further sarcasm

Exhibit F-27: Petitioner's June 27, 2006 (7:53 a.m.) e-mail to respondent – "Re: Responding to your sarcasm"

Exhibit F-28: Respondent's June 27, 2006 (1:07 p.m.) e-mail to petitioner – "Examining the E-Mail & Insurance Documents", with enclosed two June 27, 2006 coverletters to Co-Op Vice President Bill Iolonardi & Co-Op Counsel Bruce MacDonald (to which petitioner was an indicated recipient)

Exhibit G-1: Petitioner's October 1, 2006 letter to respondent

Exhibit G-2: Respondent's October 31, 2006 letter to petitioner

Exhibit G-3: Respondent's November 30, 2006 letter to petitioner

Exhibit G-4: Petitioner's December 17, 2006 letter respondent

Exhibit G-5: Respondent's December 30, 2006 letter to petitioner

Exhibit G-6: Petitioner's January 8, 2007 letter to respondent

Exhibit G-7: Respondent's January 31, 2007 letter to respondent

Exhibit G-8: Respondent's February 28, 2007 letter to petitioner

Exhibit G-9: Respondent's March 31, 2007 letter to petitioner

Exhibit G-10: Respondent's April 29, 2007 letter to petitioner

Exhibit G-11: Respondent's May 31, 2007 letter to petitioner

Exhibit G-12: Respondent's June 30, 2007 letter to petitioner

Exhibit G-13: Respondent's July 20, 2007 letter to the Court, to which petitioner was an indicated recipient

Exhibit G-14: Respondent's July 31, 2007 letter to petitioner, with her enclosed July 26, 2007 letter to the Court (to which petitioner was an indicated recipient) and her May 11, 2006 e-mail to petitioner