

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

HUNTER COLLEGE OF THE CITY UNIVERSITY OF
NEW YORK,

Plaintiff,

- against -

LISA S. PALMER,

Defendant.

Index No.
Date Purchased:

SUMMONS

Plaintiff designates New York
County as the place for trial. The
basis of this designation is CPLR
507.

To the Above-Named Defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorneys within twenty (20) days after the service of this summons, exclusive of the day of service; or within thirty (30) days after completion of service made in any other manner than by personal delivery within the State. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: New York, New York
February 27, 2018

PRYOR CASHMAN LLP

By: 

Eric D. Sherman, Esq.

Rachel E. Shaw, Esq.

7 Times Square
New York, New York 10036-6569
Tel: (212) 421-4100
Fax: (212) 326-0806
Attorneys for Plaintiff

To: Lisa S. Palmer
425 East 25th Street
Room E579, Mailbox 644
New York, New York 10010

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

HUNTER COLLEGE OF THE CITY UNIVERSITY
OF NEW YORK,

Plaintiff,

- against -

LISA S. PALMER,

Defendant.

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VERIFIED COMPLAINT

Plaintiff Hunter College of the City University of New York (“Plaintiff” or “Hunter College”), by its attorneys, brings this action against defendant Lisa S. Palmer (“Palmer” or “Defendant”), and alleges as follows:

NATURE OF THE ACTION

1. Hunter College brings this action as a result of defendant Lisa Palmer’s refusal, despite timely service of a notice terminating her month-to-month tenancy, to vacate the dormitory housing unit known as 425 East 25th Street, Room E579, New York, New York 10010.

2. Palmer, a former student at Hunter College in her 30’s, continues to illegally squat in dormitory student housing two years after she dropped out and two years after she last made a rent payment.

3. In spring 2016, Palmer enrolled at Hunter college, and applied for student housing in Hunter College’s Brookdale Residence Hall on East 25th Street and First Avenue. Palmer entered into an occupancy agreement granting her the right to occupy a dormitory room within Hunter’s campus for the spring 2016 semester, provided that she remain a full-time student, maintain a minimum grade point average, and keep current on her dormitory room residence

fees.

4. Almost immediately, Palmer violated the terms of her occupancy agreement by failing to pay her residence fees. When Palmer applied for student housing for the following semester, Hunter College denied Palmer's application on account of her arrears balance, and issued her a vacate notice.

5. Not only did Palmer refuse to vacate her dormitory room in order to make room for incoming, eligible students enrolled at Hunter College, but she dropped out of Hunter College, making her ineligible for student housing in any event. Since that time, Palmer has racked up a staggering \$94,000 in unpaid residence hall charges on account of her continued occupancy, all the while ignoring Hunter College's service of additional vacate notices.

6. In 2017, Hunter College, the licensee and landlord¹ of the building housing the Brookdale Residence Hall, formally terminated Palmer's month-to-month tenancy. By notice dated September 20, 2017, Hunter College notified Palmer of its intention to terminate her month-to-month tenancy, effective October 31, 2017.

7. Continuing her familiar pattern, Palmer flatly ignored the termination notice and refused to vacate her dorm room.

8. On or about January 26, 2018—more than 18 months since she was last enrolled as a student—Palmer visited the Hunter College Residence Life Office and angrily demanded that Hunter College issue her a 2018 resident identification card which would grant her access to various portions of the Hunter College campus.

9. Palmer's long-time refusal to comply with legal notices, and hostile treatment of Hunter College administrators in furtherance of her ongoing illegal occupancy, leave Hunter

¹ The term "landlord" is used descriptively herein for definition.

College with no choice but to seek the Court's assistance in regaining possession of its property currently occupied by Palmer.

10. Plaintiff is entitled to a judgment of possession of the premises, and money damages in the amount of rent or use and occupancy of the premises dorm room, of which Plaintiff has been deprived due to Palmer's actions, as well as its reasonable legal costs and fees.

THE PARTIES

11. Plaintiff Hunter College is a college within the City University of New York ("CUNY"), having its principal place of business at 695 Park Avenue, New York, New York 10065.

12. Upon information and belief, defendant Lisa Palmer maintains a residence at 425 East 25th Street, Room E579, Mailbox 644, New York, New York 10010 ("Room E579").

JURISDICTION AND VENUE

13. This Court has personal jurisdiction over Palmer because Palmer is a resident of the State of New York.

14. Venue is proper in New York County pursuant to N.Y. C.P.L.R. § 507.

FACTS

A. Palmer's Occupancy of the Dorm Room

15. Pursuant to a license agreement (the "License Agreement"), the City of New York is the licensor and Hunter College, through CUNY, is the licensee of the building located at 440 East 26th Street, New York, New York (the "Building").

16. Pursuant to the License Agreement, Hunter College is the landlord of the Building and operates a portion of the Building as the Brookdale Residence Hall.

17. The Brookdale Residence Hall is currently intended to house students currently enrolled at Hunter College.

18. Pursuant to a Brookdale Residence Hall occupancy agreement between Hunter College and Palmer, executed in February 2016 (the "Occupancy Agreement"), Palmer currently occupies Room E579 ("Room E579").

19. The Occupancy Agreement granted Palmer occupancy of Room E579 for the spring 2016 semester, subject to the following conditions (among others): (a) she remained enrolled as a full-time student at Hunter College; (b) she maintained a grade point average of 2.0 or above throughout her occupancy period; and (c) she complete no fewer than 12 credits per semester.

20. The Occupancy Agreement also granted Hunter College the right to terminate the Occupancy Agreement in the event of a breach by Palmer for nonpayment of room fees.

21. After completing the spring 2016 semester, Palmer not only failed to enroll in any future courses, but she owed a balance of more than \$1,800.00.

22. Commencing in July 2016, Hunter began issuing vacate notices to Palmer on account of her ineligibility for student housing and on account of her outstanding room fees (copies of the vacate notices issued to Palmer are annexed hereto as **Exhibit A**).

23. Palmer ignored the vacate notices issued by Hunter, and continued in occupancy of Room E579.

24. In an effort to resolve its dispute with Palmer, before classes for the fall 2016 semester were to begin, a Hunter College official met with Palmer and indicated that Palmer would be allowed to remain in occupancy of Room E579 if, prior to the commencement of the 2016-2017 academic calendar year, she (i) paid off her balance in full; and (ii) re-enrolled in classes and otherwise met the eligibility requirements for student housing.

25. Palmer agreed, indicated she would re-enroll and pay off her balance prior to the commencement of the 2016-2017 academic calendar year, and submitted an application for 2016-2017 student housing.

26. As a result of this agreement between Palmer and Hunter, Palmer's application for 2016-2017 student housing was approved.

27. However, on the eve of the commencement of the 2016-2017 academic year, in direct contravention to her agreement with Hunter, Palmer had neither paid off her balance, nor had she enrolled in any courses at Hunter College.

28. Accordingly, Hunter College withdrew its offer for student housing and voided Palmer's 2016-2017 occupancy agreement.

29. Nonetheless, Palmer refused to vacate and continued in occupancy of Room E579.

B. After Failing to Meet Her Eligibility Requirements, Hunter Terminates Palmer's Tenancy

30. After Palmer failed to meet any of the eligibility requirements for student housing at Hunter College, and after failing to pay room fees now totaling more than \$94,000.00 despite due demand, Hunter College elected to terminate Palmer's month-to-month tenancy of Room E579.

31. By notice dated September 20, 2017, Hunter College notified Palmer of its intention to terminate her month-to-month tenancy, effective October 31, 2017 (the "Termination Notice"). (A copy of the Termination Notice is annexed hereto as **Exhibit B**).

32. Rather than agree to timely comply with her obligations under the Occupancy Agreement and the Termination Notice by vacating on or before October 31, 2017, Palmer outright ignored the Termination Notice, remained in occupancy, and thereafter demanded a

spring 2018 resident identification card which would grant her access to various portions of the Hunter College campus.

33. To this day, nearly two years after Palmer was last enrolled as a student, and more than 120 days after proper service of the Termination Notice, Palmer still has not vacated Room E579.

34. As of February 2018, Palmer owes Hunter College \$94,372.00 on account of room fees due for Room E579, which charges continue to accrue.

FIRST CAUSE OF ACTION
(Ejectment)

35. Plaintiff repeats and realleges all of the foregoing allegations as if fully set forth herein.

36. Plaintiff is the licensee and landlord of Brookdale Residence Hall, including Room E579.

37. On or about September 20, 2017, Plaintiff properly served Palmer with a Termination Notice, in which Plaintiff terminated Palmer's month-to-month tenancy in Room E579 at Brookdale Residence Hall effective October 31, 2017.

38. Palmer failed to vacate Room E579, and remains there to this day.

39. Palmer has no right to occupy Room E579.

40. Plaintiff has been damaged by Palmer's illegal holding over in Room E579 in violation of the Termination Notice.

41. Plaintiff is entitled to immediate and actual possession of Room E579.

42. By reason of the foregoing, Plaintiff is therefore entitled to: (a) a judgment declaring that Plaintiff is entitled to immediate possession of Room E579; (b) a judgment directing the Sheriff of New York County or a New York City Marshal to eject Palmer from

Room E579; (c) the issuance of a Warrant of Eviction removing Palmer from Room E579, and putting Plaintiff into immediate possession of Room E579; and (d) a money judgment in the amount of \$94,372.00 with interest from the date each installment of room fees and/or additional fees was due and such further sums as may be due through the date of judgment.

43. Plaintiff is further entitled to the lost rent or use and occupancy for Room E579 that has accrued since October 31, 2017.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Palmer as follows:

1. On Plaintiff's First Cause of Action, (i) a judgment declaring that Plaintiff is entitled to immediate possession of Room E579; (ii) a judgment directing the Sheriff of New York County or a New York City Marshal to eject Palmer from Room E579; (iii) the issuance of a Warrant of Eviction removing Palmer from Room E579, and putting Plaintiff into immediate possession of Room E579; (iv) a money judgment in the amount of \$94,372.200 with interest from the date each installment of room fees and/or additional fees was due and such further sums as may be due through the date of judgment; and (v) lost rent or use and occupancy for Room E579 that has accrued since October 31, 2017; and in all events,

2. Such other and further relief as this Court deems just and proper.

Dated: New York, New York
February 27, 2018

PRYOR CASHMAN LLP

By: 

Eric D. Sherman, Esq.
Rachel E. Shaw, Esq.

7 Times Square
New York, New York 10036-6569
Tel: (212) 421-4100
Fax: (212) 326-0806
Attorneys for Plaintiff

EXHIBIT A

Living Mailbox

From: Living Mailbox
Sent: Thursday, April 21, 2016 12:21 PM
To: 'Lisa Palmer'
Subject: Summer 2016 Housing Application Update

April 21, 2016

Dear Lisa Palmer:

The Office of Residence Life has reviewed your Summer 2016 Housing Application, and we thank you for your interest. Unfortunately, at this time, we cannot offer you summer housing at the Brookdale Residence because you have an outstanding financial balance with Hunter College.

Please contact Aileen Medina at the Bursar's Office to make payment arrangements at (212) 772-4405 or ame0007@hunter.cuny.edu.

Please see the link below which explains Bursar's updated payment options.
<http://www.hunter.cuny.edu/onestop/finances/billing/payment-plan>

Please rectify the aforementioned situation by May 6, 2016. When you settle your financial balance, the Bursar's Office will contact us, at which time we can proceed with processing your housing application. Current Residents: Please be aware that if you do not receive summer housing, you will be required to properly follow the Check Out procedures for the closing of the current term.

If you are no longer interested in housing, please complete the form by clicking this link:
<https://ww3.hunter.cuny.edu/residencelife/view.php?id=84096>

Best,
Department of Residence Life
Division of Student Affairs
Brookdale Residence Hall Room N117
Hunter College
425 E. 25th St.
New York, NY 10010
Phone: (212) 396.7136
Fax: (212) 481.5134
Email: living@hunter.cuny.edu

Living Mailbox

From: Living Mailbox
Sent: Thursday, April 28, 2016 3:07 PM
To: Lisa.palmer46@myhunter.cuny.edu
Subject: 2016-2017 Housing Re-Application Update

April 28, 2016

Dear Lisa Palmer:

The Office of Residence Life has reviewed your Fall 2016-Spring 2017 Housing Re-Application, and we thank you for your interest. Unfortunately, at this time, we cannot offer you housing because you have an outstanding financial balance with Hunter College.

Please contact Aileen Medina at the Bursar's Office to make payment arrangements at (212) 772-4405 or ame0007@hunter.cuny.edu.

Please see the link below which explains Bursar's updated payment options.

<http://www.hunter.cuny.edu/onestop/finances/billing/payment-plan>

Please rectify the aforementioned situation by May 4, 2016. When you settle your financial balance, the Bursar's Office will contact us, at which time we can proceed with processing your housing application.

If you are no longer interested in housing, please complete the form by clicking this link:

<https://ww3.hunter.cuny.edu/residencelife/view.php?id=49917>

Best,

Department of Residence Life
Division of Student Affairs
Brookdale Residence Hall Room N117
Hunter College
425 E. 25th St.
New York, NY 10010
Phone: (212) 396.7136
Fax: (212) 481.5134
Email: living@hunter.cuny.edu

Living Mailbox

From: Living Mailbox
Sent: Wednesday, June 01, 2016 1:10 PM
To: 'Lisa Palmer'
Subject: RE: 2016-2017 Housing Re-Application Update

Hello Lisa,

This email is to outline our conversation today when Residence Life checked in on your room.

You have not secured summer housing and therefore the last day to check out of Brookdale for the Spring 2016 term was May 31, 2016. Today, you are requested to check out no later than June 3rd, (Res Life Office between 12pm-4pm or RA Office between 6:30pm-8:30pm). In addition, you are incurring a \$150 daily fee beginning on June 1, 2016 until the day that you officially check out with our office.

When you take care of your outstanding balance, you may then inquire about summer housing and we will respond to you based on availability at that given time.

Your cooperation is appreciated.

Sincerely,
Michelle Quock
Assistant Director of Residence Life
Living@Hunter.cuny.edu
Hunter College
425 E. 25th Street Rm #N117
New York, NY, 10010
Phone: 212-396-7136
Fax: 212-481-5134
Website: [Living at Hunter](#)

For more information on student services please visit: [Division of Student Affairs website](#)

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**Living@
HUNTER**

Living Mailbox

From: Living Mailbox
Sent: Tuesday, June 07, 2016 2:46 PM
To: 'Lisa Palmer'
Subject: 2nd Notice to Vacate

June 7, 2016

Dear Lisa,

On June 1, 2016 we discussed and sent you a letter requesting that you vacate room (E390) no later than June 3, 2016 by 8:30pm. As of today, June 7, 2016 you are still in occupancy of the aforementioned room. This will be the **second notice** requesting that you vacate the room.

As of today, you have an outstanding housing balance with the Bursar's office for the previous Fall and Spring semesters in the amount of **\$1822.00** as well as an additional **\$1050.00** that has been accumulating at \$150.00/day since June 1, 2016 (as stated on the Occupancy Agreement section 11.4. which you signed on 2/3/16) for failure of checking out of your room as required. This amount will continue to grow as you have not been approved for summer housing accommodations.

I am requesting that you vacate your room (E390) no later than Friday, June 10, 2016 by 4pm. (Second Notice)

Failure to comply will result in continued accrual of the daily fees and your continued contract violation. If you have any questions or concerns, please call our office at 212-396-7136.

Your cooperation is appreciated.

Sincerely,
Michelle Quock
Assistant Director of Residence Life
Living@Hunter.cuny.edu
Hunter College
425 E. 25th Street Rm #N117
New York, NY, 10010
Phone: 212-396-7136
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Living Mailbox

From: Living Mailbox
Sent: Tuesday, June 14, 2016 9:24 AM
To: 'Lisa Palmer'
Subject: 3rd and Final Notice to Vacate

June 13, 2016

Dear Lisa,

On June 1, 2016 we discussed and sent you a letter requesting that you vacate room (E390) no later than June 3, 2016 by 8:30pm. On June 7, 2016, you received a second notice requesting that you vacate your room no later than Friday, June 10, 2016. As of June 13, 2016 you are still in occupancy of the aforementioned room. This will be the **third and final notice** requesting that you vacate the room.

As of June 13, 2016, you have an outstanding housing balance with the Bursar's office for the previous Fall and Spring semesters in the amount of **\$1822.00** as well as an additional **\$1950.00** that has been accumulating at **\$150.00/day** since June 1, 2016 (as stated on the Occupancy Agreement section 11.4. which you signed on 2/3/16) for failure of checking out of your room as required. This amount will continue to grow as you have not been approved for summer housing accommodations.

I am requesting that you vacate your room (E390) no later than Friday, June 17, 2016 by 4pm. (Third and Final Notice)

Failure to comply will result in continued accrual of the daily fees and may result in your account going into collections and your continued contract violation. If you have any questions or concerns, please call our office at 212-396-7136.

Your cooperation is appreciated.

Sincerely,
Michelle Quock
Assistant Director of Residence Life
Living@Hunter.cuny.edu
Hunter College
425 E. 25th Street Rm #N117
New York, NY, 10010
Phone: 212-396-7136
Fax: 212-481-5134
Website: [Living at Hunter](#)

From: Living Mailbox
Sent: Tuesday, June 07, 2016 2:46 PM
To: 'Lisa Palmer'
Subject: 2nd Notice to Vacate

HUNTER

Office of Residence Life

June 23, 2016

Dear Lisa Palmer,

On June 1, 2016 we sent you a letter requesting that you vacate room (E390) no later than June 3, 2016 by 8:30pm. On June 7, 2016, you received a second notice requesting that you vacate your room no later than Friday, June 10, 2016. On June 14, 2016, you received a 3rd and final notice requesting that you vacate your room no later than Friday, June 17, 2016.

As of today, you have an outstanding housing balance with the Bursar's office for the previous Fall and Spring semesters in the amount of \$1,822.00 as well as an additional \$4,000.00 that has been accumulating at the rate of \$150.00/day since June 1, 2016 (as stated on the Occupancy Agreement section 11.4. which you signed on 2/3/16) for failure of checking out of your room as required. This amount will continue to grow as you have not been approved for summer housing accommodations.

At this time, this information has been forwarded to the Legal Counsel Department and the Office of the Vice President of Student Affairs at Hunter College.

If you have any questions or concerns, please call our office at 212-396-7136.

We hope to find a resolution to this situation as soon as possible. Your cooperation is appreciated.

Sincerely,



Michelle Quock
Assistant Director of Residence Life
Living@Hunter.cuny.edu
Hunter College
425 E. 25th Street Rm #N117
New York, NY, 10010
Phone: 212-396-7136
Fax: 212-481-5134
Website: [Living at Hunter](#)

Living Mailbox

From: Living Mailbox
Sent: Monday, August 15, 2016 4:37 PM
To: Lisa.Palmer46@myhunter.cuny.edu
Subject: Housing Rescind for Fall 2016

Dear Lisa,

We thank you for applying to live at the Brookdale Residence Hall for the Fall 2016 semester. While you have been offered housing at the Brookdale Residence Hall, CUNYFirst indicates that you have an outstanding financial balance with Hunter College which does not make you eligible for housing at Living@Hunter and the Office of Residence Life has rescinded your housing.

As stated in the Brookdale Residence Hall Occupancy Agreement, in order for a student to remain eligible to reside at the Brookdale Campus they must be in good financial standing with the College. While you are found to be ineligible to reside at the Brookdale Residence Hall for Fall 2016, we hope that once your financial standing meets our minimum eligibility conditions you reach out to us so that we can assist you in Living@Hunter housing.

In addition, our records show that you are residing in Brookdale for Summer 2016. Please note that you will need to check-out during the hours of 10AM-4PM (Residence Life Office) and 6:30PM-8:30PM (RA Office) and vacate Brookdale no later than August 18, 2016. As of today, you have an outstanding housing balance with the Bursar's office for the previous Fall and Spring semesters in the amount of \$1,822.00 as well as an additional \$11,250.00 that has been accumulating at \$150.00/day since June 1, 2016 for failure of checking out of your room as required. This amount will continue to grow as you have not been approved for Fall housing accommodations.

Best,
Hunter College Residence Life
Division of Student Affairs
Hunter College, CUNY
living@hunter.cuny.edu
www.hunter.cuny.edu/livingathunter

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Living Mailbox

From: Living Mailbox
Sent: Thursday, September 22, 2016 1:06 PM
To: Lisa.Palmer46@myhunter.cuny.edu
Subject: Vacate Notice and Outstanding Balance

Importance: High

September 22, 2016

Dear Lisa Palmer,

On June 1, 2016 we sent you a letter requesting that you vacate room (E390) no later than June 3, 2016 by 8:30pm. On June 7, 2016, you received a second notice requesting that you vacate your room no later than Friday, June 10, 2016. On June 14, 2016, you received a 3rd and final notice requesting that you vacate your room no later than Friday, June 17, 2016. On June 22, 2016, you were notified that your case was forwarded to the Office of the Vice President of Student Affairs at Hunter College. In addition, on August 15, 2016, you received a notice requesting that you vacate your room no later than August 18, 2016.

As of today, you have an outstanding housing balance with the Bursar's office for the previous Fall and Spring semesters in the amount of \$1,822.00 as well as an additional \$16,950.00 that has been accumulating at the rate of \$150.00/day since June 1, 2016 (as stated on the Occupancy Agreement section 11.4. which you signed on 2/3/16) for failure of checking out of your room as required. This amount will continue to grow as you have not been approved for summer housing accommodations.

If you have any questions or concerns, please call our office at 212-396-7136.

We hope to find a resolution to this situation as soon as possible. Your cooperation is appreciated.

Sincerely,

Michelle Quock

Assistant Director of Residence Life

Living@Hunter.cuny.edu

Hunter College

425 E. 25th Street Rm #N117

New York, NY, 10010

Phone: 212-396-7136

Fax: 212-481-5134

Website: [Living at Hunter](http://LivingatHunter.com)

Michelle Krystyl Quock

From: Madlyn Stokely
Sent: Thursday, September 22, 2016 2:19 PM
To: Lisa.Palmer46@myhunter.cuny.edu
Cc: Luis Roldan; Michelle Krystyl Quock
Subject: Residence Hall and Fall 2017 Registration

Good Afternoon Lisa,

During our meeting on September 8th I informed you that I would not request a temporary release of the Bursar's stop (service indicator) from your record given the fact that you have not paid your outstanding residence hall and tuition and fees from past semesters. When we met during the summer, I did express that there may be funding to support your housing expenses if you were able to make a significant payment towards your then current debt. Since you unfortunately were unable to make any payment the support from the college could not be granted. Also, during our September 8th meeting you stated that a staff person in the Office of the Bursar was willing to lift the stop as it related to your tuition and fees, I confirmed with them that this not the case.

Therefore, as I informed you on the 8th, since you were not able to make any significant payment towards your outstanding debt, the stop will not be lifted to allow you to register for the fall 2016 semester. Furthermore, given these factors you are again being informed, via this email, that you must vacate the Brookdale Residence Hall immediately.

I remain available to discuss this matter if you have any additional information to share.

Regards,
Madlyn Stokely

AVP For Student Affairs/Assoc. Dean of Students
Dean of Students Office
Division of Student Affairs

Hunter College, CUNY
695 Park Ave Room 1103East
Tel: 212-772-4847
Fax: 212-650-7844
Email address: mstokely@hunter.cuny.edu

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Michelle Krystyl Quock

From: Madlyn Stokely
Sent: Sunday, October 09, 2016 2:26 PM
To: Lisa.Palmer46@myhunter.cuny.edu
Cc: Luis Roldan; Michelle Krystyl Quock
Subject: Hunter Brookdale fees owed

Hello Lisa,

This is a follow up to the being you have with V.P. Ayravainen Below is a summary of your Brookdale Housing Bill as of September 22, 2016, the day before you met with the V.P and myself. At that meeting you agreed to respond back the amount you would pay immediately and your proposed payment plan to cover the balance owed. We agreed that that amount immediately paid had to be substantial and that the payment plan had to be found reasonable and appropriate by us to allow any consideration for reducing the daily summer non-check out fees.

The amounts listed below do not include tuition and fees you owe for fall 2015 and summer 2016. Please note your payment proposal should include payment for tuition and fee.

Spring 2016 (Feb. 3rd, 2016) - **\$1822.00**

Summer 2016:

You did not receive summer housing approval but refused to move out.

The base summer housing fee is \$1,931.00

The daily fee (incurred after the summer check out date) is \$150 was applied to your account= **\$11,250.00**

Breakdown

Fall 2016 = 38 days at \$150/day = **\$5,700.00 (as of 9/22/2016)**

Summer 2016 = 75 days at \$150/day = **\$11,250.00**

TOTOAL AMOUNTE OWED AS OF 9/22/2016 \$16,950.00

As of today your residence at the Brookdale Residence Hall remains in violation of our rules and regulations. As you have been informed numerous times, both verbally and in writing, you were to vacate your room at the end of the spring 2016 given that fact that

you had an outstanding debt. You were further informed on numerous occasions, again both in writing and verbally, that you were not granted a room for either the summer or fall 2016 sessions, information you continued to disregard and refused to check out.

While our request to vacate is still active we are willing to consider your request to pay the outstanding amounts owed as a consideration for a reversal of the request to vacate. While it has been more 2 weeks since we met, you must submit your proposed detailed payment plan to resolved all outstanding debts you owe to the college no later than **Wednesday, October 12, 2016**. Please note that even if you dispute any of the above figures you must submit a payment plan request by October 12, 2016 including the fee breakdown and totals as you understand them to be with an explanation.

Please respond to all that are copied on this email.

Regards,

Madlyn Stokely

AVP For Student Affairs/Assoc. Dean of Students
Dean of Students Office
Division of Student Affairs

Hunter College, CUNY
695 Park Ave Room 1103East
Tel: 212-772-4847
Fax: 212-650-7844
Email address: mstokely@hunter.cuny.edu

For more information on student services please visit [Division of Student Affairs website](#)

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Michelle Krystyl Quock

From: Madlyn Stokely
Sent: Friday, October 21, 2016 12:02 PM
To: Lisa.Palmer46@myhunter.cuny.edu
Cc: Luis Roldan; Michelle Krystyl Quock
Subject: Hunter Brookdale fees owed

Hello Lisa,

I have not received a response from the email, below, sent to you on Oct. 9, 2016. As you were informed when we met on September 22, 2016 your immediate response and resolution of your outstanding debt was critical. Given your lack of response and your continued outstanding balance, I am writing to inform you once again that your ability to reside in the Brookdale Residence Hall is terminated and you are required to move out of the Brookdale Residence Hall immediately.

As this notice is far from the first notice that you have received and while we have attempted on numerous occasions to work with you to accommodate your needs and respond to your reported financial challenges we are no longer able to allow you to remain in the Brookdale Residence Hall given the fact that you have outstanding housing and tuition debt covering several semesters. In addition, a requirement to reside at Brookdale is that students are registered in at least 12 credits. As of today you are not registered for classes given the fact that your fall 2016 registration appeal was denied.

While we find this regrettable you must vacate immediately. Please arrange your immediate checkout with the Residence Hall staff to arrange the return of the key and completion of the required paperwork.

Regards,

Madlyn Stokely

AVP For Student Affairs/Assoc. Dean of Students
Dean of Students Office
Division of Student Affairs

Hunter College, CUNY
695 Park Ave Room 1103 East
Tel: 212-772-4847
Fax: 212-650-7844
Email address: mstokely@hunter.cuny.edu

For more information on student services please visit [Division of Student Affairs website](#)

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From: Madlyn Stokely
Sent: Sunday, October 09, 2016 2:26 PM

To: Lisa.Palmer46@myhunter.cuny.edu
Cc: Luis Roldan; Michelle Krystyl Quock
Subject: Hunter Brookdale fees owed

Hello Lisa,

This is a follow up to the being you have with V.P. Ayravainen Below is a summary of your Brookdale Housing Bill as of September 22, 2016, the day before you met with the V.P and myself. At that meeting you agreed to respond back the amount you would pay immediately and your proposed payment plan to cover the balance owed. We agreed that that amount immediately paid had to be substantial and that the payment plan had to be found reasonable and appropriate by us to allow any consideration for reducing the daily summer non-check out fees.

The amounts listed below do not include tuition and fees you owe for fall 2015 and summer 2016. Please note your payment proposal should include payment for tuition and fee.

Spring 2016 (Feb. 3rd, 2016) - **\$1822.00**

Summer 2016:

You did not receive summer housing approval but refused to move out.

The base summer housing fee is \$1,931.00

The daily fee (incurred after the summer check out date) is \$150 was applied to your account= **\$11,250.00**

Breakdown

Fall 2016 = 38 days at \$150/day = **\$5,700.00 (as of 9/22/2016)**

Summer 2016 = 75 days at \$150/day = **\$11,250.00**

TOTAL AMOUNT OWED AS OF 9/22/2016 \$16,950.00

As of today your residence at the Brookdale Residence Hall remains in violation of our rules and regulations. As you have been informed numerous times, both verbally and in writing, you were to vacate your room at the end of the spring 2016 given that fact that you had an outstanding debt. You were further informed on numerous occasions, again both in writing and verbally, that you were not granted a room for either the summer or fall 2016 sessions, information you continued to disregard and refused to check out.

While our request to vacate is still active we are willing to consider your request to pay the outstanding amounts owed as a consideration for a reversal of the request to

vacate. While it has been more 2 weeks since we met, you must submit your proposed detailed payment plan to resolved all outstanding debts you owe to the college no later than **Wednesday, October 12, 2016**. Please note that even if you dispute any of the above figures you must submit a payment plan request by October 12, 2016 including the fee breakdown and totals as you understand them to be with an explanation.

Please respond to all that are copied on this email.

Regards,

Madlyn Stokely

AVP For Student Affairs/Assoc. Dean of Students
Dean of Students Office
Division of Student Affairs

Hunter College, CUNY
695 Park Ave Room 1103East
Tel: 212-772-4847
Fax: 212-650-7844
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Living Mailbox

From: Living Mailbox
Sent: Tuesday, October 25, 2016 12:28 PM
To: Lisa.Palmer46@myhunter.cuny.edu
Subject: Vacate Notice and Outstanding Balance
Attachments: 10.25.16.pdf

October 25, 2016

Dear Lisa Palmer,

On June 1, 2016 we sent you a letter requesting that you vacate room (E390) no later than June 3, 2016 by 8:30pm. On June 7, 2016, you received a second notice requesting that you vacate your room no later than Friday, June 10, 2016. On June 14, 2016, you received a 3rd and final notice requesting that you vacate your room no later than Friday, June 17, 2016. On June 22, 2016, you were notified that your case was forwarded to the Office of the Vice President of Student Affairs at Hunter College. In addition, on August 15, 2016, you received a notice requesting that you vacate your room no later than August 18, 2016 as you have not been approved for housing accommodations. On September 22, 2016, you received a notice requesting that you vacate your room. Furthermore, on October 9, 2016 and October 21, 2016 you received a notice from the Dean of Students Office requesting that you vacate immediately.

I am requesting that you vacate your room (E390) in the Brookdale Residence immediately.

As of today, you have an outstanding housing balance with the Bursar's office for the previous Fall and Spring semesters in the amount of \$1,822.00 as well as an additional \$21,900.00 that has been accumulating at the rate of \$150.00/day since June 1, 2016 (as stated on the Occupancy Agreement section 11.4, which you signed on 2/3/16) for failure of checking out of your room as required. This amount will continue to grow until you vacate and properly check out of your room.

If you have any questions or concerns, please call our office at 212-396-7136.
Your cooperation is appreciated.

Sincerely,
Michelle Quock
Assistant Director of Residence Life
Living@Hunter.cuny.edu
Hunter College
425 E. 25th Street Rm #N117
New York, NY, 10010
Phone: 212-396-7136
Fax: 212-481-5134
Website: Living at Hunter

For more information on student services please visit: Division of Student Affairs website

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EXHIBIT B

HUNTER COLLEGE OF THE CITY UNIVERSITY OF NEW YORK
695 PARK AVENUE EAST BUILDING, ROOM E1601
NEW YORK, NEW YORK 10065

THIRTY DAY NOTICE OF TERMINATION

To: Lisa Palmer
425 East 25th Street
Room E579
Mailbox 644
New York, New York 10010

Re: 425 East 25th Street, Room E579, New York, New York (hereafter, the "Premises")

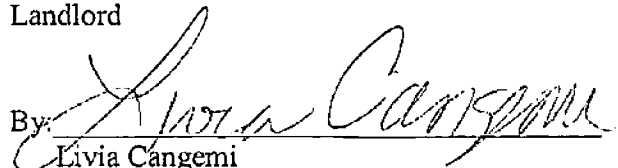
PLEASE TAKE NOTICE that the undersigned landlord ("Landlord") hereby elects to terminate, as of September 30, 2017, your month-to-month tenancy at the Premises pursuant to the Brookdale Residence Hall Occupancy Agreement, as well as the tenancy of all those claiming under you (or them). You are required to vacate and surrender the Premises on or before October 31, 2017 at 12:00 p.m. If you fail to vacate or surrender the Premises, the Landlord will institute summary proceedings to evict you.

PLEASE TAKE FURTHER NOTICE that this Notice is being served without waiver of or prejudice to Landlord's right to rent arrears, if any, that may be due for the subject Premises.

PLEASE TAKE FURTHER NOTICE that any response to this Notice should be directed to the below-named attorneys.

Dated: New York, New York
September 20, 2017

Hunter College of the City University of New York
Landlord

By: 
Livia Cangemi
Executive Director of Finance and Business
Operations

Eric D. Sherman, Esq.
Pryor Cashman LLP
7 Times Square
New York, New York 10036
(212) 421-4100