

DISTRICT COURT OF THE COUNTY OF SUFFOLK  
FIFTH DISTRICT: LANDLORD/TENANT PART

-----X  
ROXY GIRL HOLDING INC.  
71 Lebron Avenue, Amityville, New York 11701,

Petitioner/Landlord,

Index No.: LT-521-25/IS

STIPULATION OF  
SETTLEMENT

- against -

RUFF HOUSE RESCUE,  
467 Higbie Lane, West Islip, New York 11795,

Respondent/Tenant.

-----X  
IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN THE UNDERSIGNED  
PARTIES THAT THE ABOVE CAPTIONED ACTION IS SETTLED AS FOLLOWS:

1.  Respondent appears in this proceeding and consents to the jurisdiction of this court.
2.  Respondent consents to the immediate entry of a judgment of possession and the issuance of a warrant of eviction as provided for in paragraph 5, stayed until December 31, 2025, subject to Respondent's compliance with the terms herein. Petitioner may preserve the warrant 14 days in advance of December 31, 2025.
3.  Respondent is currently in possession and acknowledges ~~rental~~ arrears consisting of additional rent for attorney fees in the sum of \$10,000.00, to be paid as set forth herein.
4.  Payments are to be made by cash, certified check, bank check or money order in the following manner:

\_\_\_\_\_  
\_\_\_\_\_

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5. [X] In the event the Respondent fails to comply with the terms of this agreement, the Petitioner, upon submission of an affidavit or affirmation of non-compliance will be entitled to a money judgment for the amount set forth in paragraph 3 with credit given for payments made and the immediate entry of an amended judgment of possession and the issuance of an amended warrant of eviction without a stay.

AFTER 5 DAYS WRITTEN NOTICE TO RESPONDENT WITH COPY TO ITS COUNSEL.

6. [X] Other conditions:

The petition is amended to reflect the Respondent as "Ruff House Rescue Inc."

Respondent must vacate the second floor of the premises by ~~August 31~~ <sup>SEPTEMBER 30;</sup> 2025 including removal of all crates ~~and other personal property~~ or at such earlier date as directed by the Town of Islip Fire Marshal or Building Inspector.

The second floor of the premises shall not be used in any manner by Respondent unless <sup>AFTER SEPTEMBER 30, 2025</sup> municipal approvals are in place permitting such use.

Respondent shall vacate the Premises by December 31, 2025 and pay the monthly rent to Petitioner that would otherwise be due as set forth in the Lease, <sup>FOR SEPTEMBER 2025, OCTOBER 2025, NOVEMBER 2025 AND DECEMBER 2025.</sup>

Any rent payments made during the pendency of this Stipulation by Respondent to Petitioner shall be considered use and occupancy payments and shall be paid without prejudice to Petitioner or any claim by Respondent that Petitioner's acceptance of such payment renewed the tenancy. All payments shall be made by Respondent to Petitioner at 71 Lebron Avenue, Amityville, New York 11701. The amount of the payment for use and occupancy shall be the same amount as the rent that otherwise would be due.

The Premises shall be returned to Petitioner vacant and broom clean.

Respondent shall pay Petitioner the sum of Ten Thousand Dollars (\$10,000.00) toward Petitioner's legal fees in increments of Two Thousand Five Hundred Dollars (\$2,500.00) per

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month starting on September 1, 2025 and no later than the ~~1st~~<sup>6th</sup> day of each month thereafter through and including December 1, 2025.

All time periods herein are deemed time of the essence for purposes of this stipulation.  
*SUBJECT TO THE ABOVE CURE PERIODS.*  
All notices shall be sent electronically as follows:

To Petitioner at [garycmisners@gmail.com](mailto:garycmisners@gmail.com) with a copy to [gg@gglasslaw.com](mailto:gg@gglasslaw.com); and

To Respondent at [info@ruffhouserescue.org](mailto:info@ruffhouserescue.org) with a copy to [bschnur@bdsloffice.com](mailto:bschnur@bdsloffice.com).

Respondent may vacate earlier than December 31, 2025, on ~~sixty (60)~~<sup>30</sup> days written notice to Respondent effective the first day of the month following such notice provided all use and occupancy payments and additional rent to vacateur is timely paid. Use and occupancy payments will cease upon early vacateur, provided Respondent complies with the terms herein.


Additional rent for legal fees will continue until paid in full, notwithstanding Respondent's early vacateur. Security may not be applied to rent.


*In the event Respondents on compliance with the terms herein TIMELY VACATE & SURRENDER THE PREMISES, Respondents FINANCIAL OBLIGATIONS UNDER THE PARTIES MOST RECENT*

Dated: August 14, 2025

  
ROXY GIRL HOLDING LLC  
Petitioner/Landlord

  
GERARD GLASS, ESQ.  
Attorney for Petitioner/Landlord

  
RUFF HOUSE RESCUE INC.  
Respondent/Tenant  
By: *Diane Indelicato*

  
BRADLEY SCHNUR, ESQ.  
Attorney for Respondent/Tenant

LEASE  
WILL  
TERMINATE  
AND  
RESPONDENT  
OR ANY  
GUARANTORS  
WILL HAVE  
NO ADDITIONAL  
FINANCIAL  
RESPONSIBILITY  
TO PETITIONER  
OTHER  
THAN  
AS  
SET  
FORTH  
HEREIN.

*THIS STIPULATION IS BEING ENTERED INTO FOR THE PURPOSES OF SETTLEMENT AND BY ENTERING INTO THIS AGREEMENT NO ADMISSION TO THE UNDERLYING ALLEGATIONS OF PETITIONER ARE BEING MADE - EACH ALLEGATION IS GENERALLY DENIED.*