PETER J. GRISHMAN
ATTORNEY AT LAW

194 DEERFIELD LANE NORTH
PLEASANTVILLE, N.Y. 10570

914-747-2263

By Hand

November 23, 1988

James Glatthaar, Esq.
Bleakley, Platt & Schmidt
1 North Lexington Avenue
White Plains, New York 10601-1700

Frederic M. Lehrman, Esq.
Lehrman, Kronich, Lehrman
199 Main Street
White Plains, New York 10601

Gentlemen:

John McFadden's letter dated November 5, 1988, postmarked the 9th and received on the 14th, has been referred to me by Doris Sassower for reply.

Several weeks ago, my client telephoned Mr. McFadden to discuss, inter alia, his need to close this year to obviate any loss of his capital gains tax advantage--something she and John had discussed prior to commencement of the federal proceeding. She was informed that, on your instructions, he would not speak to her. She then called both your offices and was also told by Mr. Glatthaar's office that all further communications must be between counsel. Thus, she cannot respond to him directly. I suggest you so advise him by sending him a copy of this letter, with the enclosed copy of my self-explanatory letter to Roger Esposito. Apparently, Mr. McFadden is unaware of this. He should also be advised that having taken the position to sue the Board on the basis that their disapproval was wrongful, he cannot now, after litigation has been commenced in reliance thereon, properly claim that "the contract of sale is null and void."

In her conversations with your offices on that occasion, Mrs. Sassower proposed a conference at which litigation strategy, as well as settlement possibilities (particularly having in mind an immediate closing) could be discussed. Nothing further was heard from either of you on that subject. When I raised the question with Jim Glatthaar, he said that Mr. McFadden "does not wish to incur any further legal charges".

Ex O-1

However, we would like Mr. McFadden to appreciate the fact that my clients have already suffered "substantial money damages" and would also like to avoid incurring further legal charges. For that reason they have consistently made settlement overtures--all of which, unfortunately, have been rejected without the slightest attempt to bring the parties together to arrive at a pragmatic resolution.

At this time, we again urge that realistic settlement discussion be had as soon as possible. My clients are prepared to effect an immediate closing, subject to the Board's approval of the condition that the present occupancy will continue until 60 days after the outcome of all legal proceedings, including appellate remedies. In the event of an adverse result to the plaintiffs, the Sassowers will consent to a final order of eviction and the apartment will be put up for sale. This stipulation would assure the same end result to 16 Lake Street Owners as they would obtain by litigating the matter, without the additional heavy legal cost of the City Court proceedings. Alternatively, under conditions to be agreed upon, my clients would vacate the apartment, and permit sale to another buyer for a December 31st closing.

All of the foregoing, of course, is <u>without prejudice</u> to the rights of either party in the federal action.

We await your response.

Very truly yours,

S

PETER GRISHMAN

PG/be
Enclosure

PETER J. GRISHMAN
ATTORNEY AT LAW

194 DEERFIELD LANE NORTH
PLEASANTVILLE, N.Y. 10570

914-747-2263

CERTIFIED MAIL, RRR

November 8, 1988

Roger L. Esposito, Esq.
Rothschild, Esposito, Himmelfarb,
Sher & Pearl
One North Broadway
White Plains, New York 10601

Dear Mr. Esposito:

Your October 18, 1988 letter, postmarked October 20, with check enclosed, was just received by my client, Doris L. Sassower, and turned over to me. The long delay in receipt was obviously due to its being improperly addressed to 80 Main Street. You have previously been informed that address is incorrect.

Since the Contract of Sale is still in force, I have advised my client, and she has agreed, that the check you have belatedly tendered should be sent back to you. The check is therefore enclosed herewith.

As you know, being one of the named parties, the Complaint in the pending Federal action, based on the facts as they then existed, fixed the rights of the parties on that date. Acceptance of the earnest money delivered by my client to be held by you in escrow, as provided by the provisions of the Contract of Sale, would only serve to further muddy the waters of this already rather complex action.

Accordingly, my client's contractual right to have the monies heretofore deposited earning interest from the delivery date, uninterrupted, to the date it is credited to her account, remains unimpaired pending the final disposition in the litigation.

I would further note that no alteration of the escrow agreement can be made without my client's consent.

Very truly yours,

PETER GRISHMAN

PG/m
Encl.

No. 000091

50-852/219

PAY TO THE ORDER OF Doris Sassower

October 13 1988

$ 13,992.92

THE SUM 13992 DOLS 92 CTS DOLLARS

BARCLAYS

BARCLAYS BANK OF NEW YORK, N.A.
138 MAMARONECK AVE., WHITE PLAINS, NEW YORK 10601

FOR

⑈000091⑈ ⑆021908521⑆ 053⑈30351⑈ 2⑈

PETER J. GRISHMAN
ATTORNEY AT LAW

194 DEERFIELD LANE NORTH
PLEASANTVILLE, N.Y. 10570

914-747-2263

BY HAND

December 15, 1988

Lawrence Glynn, Esq.
Two William Street
White Plains, New York 10601

Re: Sassower & McFadden v. Field et al.

Dear Mr. Glynn:

This is to confirm that on various occasions going back to your first entry on the scene in or about June 1988 -- before any litigation was commenced -- my clients, or I on their behalf, made verbal offers of settlement to you. In Ms. Sassower's first conversation with you on that subject, back in July, she tells me you flatly refused to discuss any possibility of an amicable settlement, saying you had been "retained to litigate the matter", and you absolutely would not call a meeting of the Board so that the principals could sit down together to work out a pragmatic, out-of- court resolution of the matter. At that time, you were aware that an offer to pay the out-of-pocket losses might have obviated the costly, time-consuming, unpleasant litigation that has, in fact, resulted.

Most recently, on December 2, you and I discussed the Sassowers' previous settlement proposals, including the suggestion that at very least, the City Court proceedings be obviated by their stipulating to vacate 60 days after entry of an order finally determining the federal action adversely to them, thereby eliminating the need for any City Court proceedings or appeals therefrom. You yourself conceded in open Court and in your sworn papers, that you could not regain possession by Court action for "two to three years." The stipulation would also call for an immediate closing, with Board approval. Such closing, as you were also made aware, would minimize your clients' damages, since a closing delayed beyond December 31, 1988 needlessly subjects John McFadden to a tax liability of approximately $30,000.

Ex O-2

You have consistently refused to consider our reasonable settlement offers or to make any counter-proposals. We now have reason to believe that you have not even transmitted our past verbal offers of settlement to the Board or to your carrier, State Farm Insurance Company.

Your senseless rejection of the Sassowers' mutually advantageous proposals connotes either further maliciousness on the part of your clients or, if indeed they are unaware of same, evidence of your overriding personal motivation to proliferate and exacerbate this litigation so that you can run up ever increasing, but otherwise unnecessary, legal billings at the expense of the insurance company. At this time, I ask you specifically to confirm in writing whether you have, in fact, made the principals aware of same, when (if ever), and their responses in each instance.

I will call you next week with regard to the foregoing.

Very truly yours,

PETER GRISHMAN

PG/mg

cc: Jeffrey Marshall, Esq.
Attorney for DeSisto Management

Diamond Rutman and Costello
Attorney for Roger Esposito

Apicilla, Bernstein, & Milano
Attorney for Hale Apts.

Bleakley, Platt and Schmidt
Attorney for John McFadden

Frederic Lehrman. Esq.
Attorney for John McFadden

JEREMY D. MORLEY
ATTORNEY AT LAW
350 FIFTH AVENUE
SUITE 4710
NEW YORK, NEW YORK 10118

TELEPHONE (212) 684-2210

TELECOPIER (212) 244-2815

March 29, 1991

VIA TELECOPIER

Lawrence Glynn, Esq.
2 William Street
Suite 302
White Plains, N.Y. 10601

Re: **Sassower v. Field**

Dear Mr. Glynn:

Would you please respond by Monday to the offer of settlement that I discussed with you on Wednesday. The offer is that there should be a total discontinuance of the action, specifically including the withdrawal of any claims to any costs, sanctions or counsel fees by all current and former defendants. Elena would vacate the apartment within 60 days, as would George Sassower. This settlement would, of course, obviate the expenses concomitant to post-trial motions and an appeal and make any further City Court proceedings unnecessary, thereby avoiding further expenses for all concerned.

Very truly yours,

Jeremy D. Morley

JDM:ehd
ltrlge

Ex O-3

LAW OFFICES OF
LAWRENCE J. GLYNN
TWO WILLIAM STREET
WHITE PLAINS, NEW YORK 10601

TELEPHONE (914) 761-0404
FAX (914) 761-9580

LAWRENCE J. GLYNN
JOHN T. GILLICA
ARTHUR L. DEL NIGRO, JR.

SENT VIA FAX

April 1, 1991

Jeremy D. Morley, Esq.
360 Fifth Avenue
New York, New York 10118

RE: Sassower -v- Field, et al
88 Civ. 5775 (GLG)

Dear Mr. Morley:

As I indicated to you clearly last week, the "offer" which you propose is unacceptable to the several defendants I represent in the above matter.

Certainly, I cannot speak for the others.

Very truly yours,

Lawrence J. Glynn

LJG/map

Ex O-4

DORIS L. SASSOWER

283 SOUNDVIEW AVENUE • WHITE PLAINS, N.Y. 10606 • 914/997-1677 • FAX: 914/684-6554

Via Fax

STRICTLY CONFIDENTIAL AND WITHOUT PREJUDICE
FOR SETTLEMENT PURPOSES ONLY

October 8, 1991

Lawrence Glynn, Esq.
2 William Street
White Plains, New York 10601

Re: Sassower v. Field

Dear Mr. Glynn:

This is to confirm that this morning I telephoned your office and discussed the above matter with you in one more good faith effort by me to resolve it without further court involvement. You represented to me that you were authorized to represent your fellow defense counsel in our negotiations.

Without in conceding any liability or the validity of the Judgments of the District Court, I proposed a complete settlement on the following terms:

1. Plaintiffs would drop their appeal, representing a substantial saving of the continued cost of legal defense by State Farm Insurance Company.

2. Elena Sassower and George Sassower would vacate the apartment within a specified time, representing a substantial saving of legal expense for 16 Lake Street Co-Op to effect removal of the occupants.

3. Plaintiffs would, in addition, pay defendants the sum of $25,000 in full and final satisfaction of the outstanding Judgments.

In your characteristic fashion, you peremptorily rejected that proposal, and refused to continue discussions by communicating the aforesaid offer to counsel for the co-defendants or the Board Members whom you represent and come back to me with any counter-offer.

You further rejected my offer to place the entire amount of the Judgment in escrow at any bank you designate pending the appeal--to be paid on affirmance or dismissal thereof, thereby avoiding bonding company charges.

Ex O-5

Notwithstanding I advised you that under the aforesaid circumstances, I am prepared to bond the Judgment, you reiterated your intention to proceed with execution of the Judgment against my home. This only further evidences your oppressive tactics and wasteful legal services--amply documented by Plaintiffs--which, thanks to State Farm's unlimited financing, you succeeded in foisting upon them.

Finally, I pointed out to you the fact that, on information and belief, State Farm paid the cost of the entire sanction award assessed against their agent, Diamond, Rutman & Costello, including the cost of that law firm's unsuccessful defense of the documentably deserved sanctions adjudicated by the Magistrate against them.

Since I am a policy holder of State Farm, and have been one for many years, I see no justification for State Farm's recent discriminatory disclaimer of liability for my sanctions award, under the personal injury endorsement of my homeowners' policy.

I suggest that you and your co-defense counsel carefully review the foregoing, and confirm same promptly in writing so that there is no misunderstanding in the future as to any aspect hereof.

Very truly yours,

DORIS L. SASSOWER

cc.: All counsel
State Farm Insurance Company

DLS/bh

DORIS L. SASSOWER

283 SOUNDVIEW AVENUE • WHITE PLAINS, N.Y. 10606 • 914/997-1677 • FAX: 914/684-6554

Via Fax and Mail

October 17, 1991

Lawrence Glynn, Esq.
2 William Street
White Plains, New York 10601
Fax #: 914-761-9280

Diamond, Rutman & Costello
291 Broadway
New York, New York 10007
Fax #: 212-349-5464
ATT: Mariann Wetmore, Esq.

Marshall, Conway & Wright
116 John Street
New York, New York 10038
Fax #: 212-962-2647
ATT: Steven Sonkin, Esq.

Dennis Bernstein, Esq.
Apicella, Bernstein & Milano
111 Lake Avenue
Tuckahoe, New York 10707

RE: Sassower v. Field

To all Counsel:

In view of your failure to transmit any counter-proposal or give any response whatsoever to my October 8, 1991 letter proposing an end to the above litigation, please be advised that Plaintiffs are proceeding with their appeal and have obtained a supersedeas bond staying enforcement of the sanctions judgment against them pending appeal.

The bond was duly approved and filed in the Clerk's Office for the Southern District of New York yesterday. A copy of the bond showing said filing date is enclosed herewith.

Very truly yours,

DORIS L. SASSOWER

DLS/er
Enclosure: Supersedeas Bond

cc: State Farm Insurance Company

Ex O-6

J2422d(NY)—2M, 1-90 213391

BOND NO. 30426401

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE, MD 21203*

DISTRICT COURT OF THE UNITED STATES OF AMERICA

FOR THE SOUTHERN DISTRICT OF NEW YORK

ELANA RUTH SASSOWER and DORIS SASSOWER,
Plaintiffs,

-against-

KATHERINE H. FIELD, CURT HAEDKE,
LILLY HOBBY, WILLIAM IOLONARDI,
JOANNE IOLONARDI, ROBERT RIFKIN, individually
and as Members of the Board of Directors of
16 Lake Street Owners, Inc., Hale Apartments, DeSisto Management, Inc.,
and Robert Esposito, individually, and as officer of 16 Lake Street Owners, Inc.
Defendants.

SUPERSEDEAS

Index No. 88 CIVIL 5775 (GLG)

WHEREAS Elana Ruth Sassower and Doris Sassower

Appellant s, ha ve prosecuted an appeal to the United States Circuit Court of Appeals for the Second Circuit, from the Judgment entered the 13th day of August, 19 91, in the office of the Clerk of the above-named Court, against the said Appellant s, and in favor of Defendants Appellee s in the amount of NINETY TWO THOUSAND AND No/100---------- ($ 92,000.00).

NOW, THEREFORE, the Fidelity and Deposit Company of Maryland, a corporation of the State of Maryland, duly authorized to transact business pursuant to the Act of Congress approved August 13, 1894, of New York, 111 John Street, New York, N.Y. 10038 does hereby undertake in the sum of ONE HUNDRED TWO THOUSAND THREE HUNDRED SEVENTY AND No/100---------- ($ 102,370.00) that if the above-named Appellant s shall satisfy the judgment herein in full together with cost, interest and damages for delay, if for any reason the appeal is dismissed or if the judgment is affirmed, and shall satisfy in full such modification of the judgment and such costs, interest, and damages as the Appellate Court may adjudge and award, then this obligation shall be void, otherwise the same shall be and remain in full force and virtue.

DATED, New York, October 15, 19 91

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By _____
Attorney-in-Fact

Rosemary Roberto