

Riskin v Cumberbatch
2020 NY Slip Op 32462(U)
July 25, 2020
Supreme Court, Kings County
Docket Number: 504200/2020
Judge: Bruce M. Balter
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SUPREME COURT STATE OF NEW YORK
COUNTY OF KINGS

MARTIN RISKIN, GRACE TURKISHER a/k/a
GRACE RISKIN, and NEL-DEL REALTY
ASSOCIATES, LLC,

Plaintiffs,

-against-

NICOLE CUMBERBATCH,

Defendant.

Index No. 504200/2020

(NYSCEF CASE)

Hon. Bruce M. Balter

**July 25, 2020 Settlement Stipulation #1
"So Ordered," and Judgment**

1 WHEREAS, by stipulation dated July 20-21, 2020, Nicole Cumberbatch individually, and
2 by her undersigned counsel, Robert Rambadadt, Esq., acknowledged receipt of, and accepted for all
3 purposes, the Order and Judgment of the Supreme Court, Kings County (Balter, J) dated February
4 4, 2020 and entered February 10, 2020, with February 10, 2020 Notice of Entry (*see* NYSCEF Docs.
5 1,11); the Order and Judgment of the Supreme Court, Kings County (Balter, J.), dated July 10, 2020,
6 and entered July 13, 2020, with July 15, 2020 Notice of Entry (NYSCEF Docs. 87-88); and the
7 Judgment, endorsed and entered as a Judgment by the Clerk of the Kings County Supreme Court on
8 July 15, 2020, against Nicole Cumberbatch in the amount of \$49,112,369,90, plus post-judgment
9 interest at 9% per annum running from the July 15, 2020 entry of the judgment, with July 15, 2020
10 Notice of Entry. (NYSCEF Docs. 87, 89-90); and

11 WHEREAS, on July 22, 2020, Robert Rambadadt, Esq., with the knowledge, consent,
12 direction, and authorization of Nicole Cumberbatch, sent a letter application to the Clerk of the
13 Appellate Division, Second Department, seeking to withdraw all pending appeals - assigned
14 Appellate Division Docket Nos. 2019-04523, 2020- 01954, 2020-01955, and 2020-01956, be
15 withdrawn, with prejudice (NYSCEF Docs. 91); and now

16 IT IS HEREBY STIPULATED AND AGREED, by and amongst counsel for the parties, and
17 defendant Nicole Cumberbatch individually:

18 1. The Order and Judgment of the Supreme Court, Kings County (Balter, J) dated
19 February 4, 2020 and entered February 10, 2020; (NYSCEF Docs. 1,11); the Order and Judgment
20 of the Supreme Court, Kings County (Balter, J.), dated July 10, 2020, and entered July 13, 2020
21 (NYSCEF Docs. 87-88); and the Judgment, endorsed and entered as a Judgment by the Clerk of the
22 Kings County Supreme Court on July 15, 2020, against Nicole Cumberbatch in the amount of
23 \$49,112,369,90, plus post-judgment interest at 9% per annum running from the July 15, 2020 entry
24 of the judgment (NYSCEF Docs. 89-91) all remain valid and "final" - "Law of the Case" - for all
25 purposes, and in full force and effect, except for - **the Settlement Stipulation #1 "carve outs"**



1 **and/or “reductions,” all of which are to be narrowly and strictly construed**, which are agreed-to
2 herewith by Nicole Cumberbatch, and undersigned counsel for all parties (Settlement Stipulation #1
3 Carve-Outs and/or “Reductions”) - each a material term (that must be honored, to avoid a “snap
4 back” of original Judgments entered in this case), and critically - **pursuant to a joint-motion by the**
5 **parties per CPLR 3025 (C) to conform the pleadings to the proof and desired result herein:**

6 A. The July 10, 2020 Judgment (NYSCEF Doc 87 & 89) - with \$17,500,000 in tort damages,
7 leaving aside the pre-judgment 9% statutory interest and post-judgment statutory interest, is now
8 non-taxable “pain & suffering,” and Plaintiff Nel-Del Realty Associates, LLC, a “disregarded entity”
9 for Tax purposes, is now, as of July 23, 2020, substituted with individuals, Martin Riskin and Ravi
10 Batra, each an “actual person,” to be shared as they may/have decide(d), who each “suffered” the
11 emotional harm, distress and injury that the Court-Awarded \$17,500,000 Damages Judgment *now*
12 indemnifies;

13 B. Said amended-Tort Damages Judgment of \$17,500,000, without any interest, is now
14 settled for a reduced amount of \$4,750,000, to be paid by Nicole Cumberbatch as follows:

15 1. \$100,000 (Cashier Check, dated July 25, 2020), and received by Ravi Batra;
16 2. All net proceeds - expected to be \$650,000 - are to be paid to Ravi Batra at the
17 Closing - from the sale of the 3-family mixed use property at 1553 Eastern Parkway Brooklyn, NY,
18 currently owned by Nicole Cumberbatch; said property to be marketed - at 5% brokerage - by Rabbi
19 Jeffery (“Yitchok) Waldman, a dear friend of Ravi Batra (and who provides Talmudic Consultations
20 to him) for over twenty years, and a dear friend of Martin Riskin, or, a different real estate broker,
21 in sole discretion of the parties’ counsel; Contract of Sale to be prepared by Robert M. Rambadadt,
22 Esq., as counsel for Cumberbatch, with all necessary services, including, copying Ravi Batra on all
23 documents, and scheduling a Closing of Title at a mutually agreeable date; the sales proceeds are
24 net of brokerage, and \$2,500 closing legal fees of Mr. Rambadadt; this property has a First Mortgage
25 with J.P. Morgan Chase; if there is a surplus beyond the expected \$650,000 net proceeds, the excess
26 will go to reduce the “Balloon Payment,” as defined below;

27 3. \$27,777.78 - monthly - starting October 1, 2020, for each and every consecutive
28 month, for a total of 144 months (12 years in all, or a total of \$4,000,000.32, with the last payment
29 on September 1, 2032); Total “Pain & Suffering” Judgment of \$17,500,000 is settled for the reduced
30 timely-paid amounts of $\$100,000 + \$650,000 + 4,000,000.32 = 4,750,000.32$;

31 C. Rent-to-Own with a Balloon (or, suffer a “snap back”) (NYSCEF Doc 1)
32 - 764 Nostrand Avenue, Brooklyn NY:

33 1. Cumberbatch agrees to be a Triple Net Tenant of this mixed use property with 2
34 apartments and a restaurant, “Gloria’s In & Out 3,” a sole proprietorship owned by Cumberbatch -
35 and pay a rent of \$2,222.22, starting October 1, 2020, for a total of 144 months (12 years in all, or
36 a total of \$319,999.68, with the last payment on September 1, 2032, PLUS a Balloon Payment of
37 \$2,000,000.00 on September 1, 2032); Triple Net Tenant Cumberbatch - must - insure property and
38 title for \$2,320,000, and have at least \$2,000,000 Commercial General Liability Insurance, including
39 “Umbrella coverage,” in the name of Cumberbatch AND Nel-Del Realty Associates, LLC, Martin
40 Riskin and Ravi Batra, and timely pay all Real Estate taxes, Water, Sewer, Insurance premiums,



1 make all repairs of each and every kind to be violation-free per the NYC Building Code;
2 Cumberbatch agrees to notify all persons, entities and government departments - that she is NOT
3 "Nel-Del Realty Associates, LLC" - but a tenant;

4 2. if the Balloon Payment of \$2,000,000 is paid, Nel-Del shall transfer Fee Simple
5 Absolute title to 764 Nostrand Avenue Brooklyn property with a Quit Claim Deed to Nicole
6 Cumberbatch;

7 3. Cumberbatch can sell/assign her "Rent-to-Own with a Balloon (or, suffer a "snap
8 back"), at anytime subject to the sole discretion of Nel-Del, and its terms for consent, which may be
9 unreasonably withheld - driven by, without limitation, concerns about creditworthiness, and risk of
10 collection;

11 4. "Snap back" - if any payment required per this Stipulation is not made, Title will
12 not transfer, and will remain with Nel-Del, and the Tort Damages Judgment, in it full amount, less
13 credit for all payments, will "snap back," as amended herein pursuant to CPLR 3025(c) motion;
14

15 D. Any and all transfers of title - of 1553 Eastern Parkway, Brooklyn NY, AND later, of 764
16 Nostrand Avenue - are pursuant to Court Order, and as such, free of any Transfer Taxes;
17

18 E. Cumberbatch may buy lottery tickets - but any winning over \$25,000, shall be shared 50-
19 50 by her with Nel-Del;

20 f. in summary, the 764 Nostrand Avenue property will be owned by Nicole Cumberbatch if
21 she honors all of her reduced-herein obligations under the Tort Damages Judgment, and pays the
22 amounts specified above.

23 g. The Court continues to have general jurisdiction, and personal jurisdiction, over Nicole
24 Cumberbatch, Martin Riskin, Ravi Batra, and Nel-Del Realty Associates, LLC, until this "So
25 Ordered" Settlement Stipulation #1, and Judgment has been satisfied - in the reduced amount, or in
26 the full-amount, if "snap back" occurs.


27 2. Non-Waiver Clause. All rights and remedies available to the plaintiff Judgment-
28 Creditor are expressly reserved, and it is agreed that all such rights and remedies remain in full force
29 and effect. To the extent that any "accommodation" is made above and beyond what is agreed-to in
30 ¶1 above at any subsequent time, other than a further "settlement stipulation #," such
31 accommodation(s) shall not now, or at any other time, cause any dilution, permanent or limited, of
32 the original rights of the Judgment-Creditor, as amended by a "numbered" Settlement Stipulation.
33 It is expressly and unconditionally agreed that negotiating with Nicole Cumberbatch and/or her
34 authorized representatives, and/or permitting any "accommodation(s)" to Nicole Cumberbatch and/or
35 her authorized representatives at any time, the plaintiff Judgment-Creditor shall not be considered
36 a waiver of plaintiff Judgment-Creditor's rights or deprive the plaintiff Judgment-Creditor of all
37 rights and remedies. Nothing contained herein shall constitute a waiver or limitaton on the part of
38 the plaintiff Judgment-Creditor to insist upon compliance by Nicole Cumberbatch and/or her
39 authorized representatives with all obligations pursuant to this agreement, any past or subsequent
40 agreement, and all of Orders and Judgments referenced herein at the "Whereas Clause" and at ¶ 1,
41 *supra*.




1 3. Court's Continuing Jurisdiction to Effectuate its Orders of February 4, 2020 and July 10,
2 2020. Pursuant to ¶10, page 19 of the July 10, 2020 Order and Judgment (NYSCEF Doc 87),
3 Supreme Court continues to enjoy full jurisdiction over this matter, and the parties and their
4 respective counsel of record.

5 Dated: July 25, 2020

6 State of New York)
7 County of New York)ss:


8 
9 NICOLE CUMBERBATCH

10 On the 25th day of July in the year 2020, before me, the undersigned notary public, personally appeared NICOLE
11 CUMBERBATCH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual
12 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity,
13 and that by her signature on the instrument, NICOLE CUMBERBATCH executed the instrument.

14 
15 NOTARY PUBLIC
16

ROBERT RAMBADADT
Notary Public, State of New York
No. 02RA6125132
Qualified in New York County
Commission Expires June 9, 2021

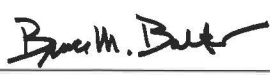
17 The Rambadadt Law Office
18 Attorneys for Defendant Nicole Cumberbatch

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25 SO ORDERED,
26 ENTER, FORTHWITH,

27 
28 Hon. Bruce M. Balter
29 Justice, New York State Supreme Court