

At a Term of the Supreme Court of the State
of New York, in and for the County of
Onondaga, at the Onondaga County
Courthouse, Syracuse, New York, the
____ day of _____.

PRESENT: Hon.
Justice of the Supreme Court

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ONONDAGA

PEOPLE OF THE STATE OF NEW YORK,
by Letitia James, Attorney General of the State of New York,
and THE CITY OF SYRACUSE, NEW YORK,

Petitioners,

-against-

VERIFIED PETITION

Index No.
RJI No.
Hon.

NOB HILL APARTMENT GROUP, LLC,
NOB HILL LAND GROUP, LLC,
SINATRA-SYRACUSE NOB HILL APARTMENT
HOLDINGS, LLC, SINATRA SYRACUSE HOLDINGS, LLC,
WINDSOR NOB HILL INVESTOR, LLC,
WINDSOR NOB HILL ADVISOR, LLC,
BASALT CAPITAL, LLC, CALLE MULTIFAMILY, LLC,
CALLE MULTIFAMILY, INC., SHARF FAMILY, LLC,
NICHOLAS A. SINATRA, ANTHONY NANULA,
MARK CAMPANELLA, ZVI SHARF,
PATRICK M. NESBITT, SR., PATRICK M. NESBITT, JR.,
TEODORO CALLE, ANTHONY CALLE, NICOLAS CALLE,
FREDERIC FELLOWS, MAYFAIR MANAGEMENT GROUP, LLC,
DESTRA MANAGEMENT, LLC, and DESTRA MULTIFAMILY, LLC,

Respondents.

Petitioners, the People of the State of New York, by their attorney, Letitia James, Attorney
General of the State of New York (“OAG” or “Petitioner” or “Office of the Attorney General”),
together with the City of Syracuse (“the City”) respectfully allege, upon information and belief,
the following:

INTRODUCTION

1. Petitioners bring this summary special proceeding pursuant to Executive Law §63(12) to enjoin Nob Hill Apartment Group, LLC, Nob Hill Land Group, LLC, Sinatra-Syracuse Nob Hill Apartment Holdings, LLC, Sinatra Syracuse Holdings, Windsor Nob Hill Advisor, LLC, Windsor Nob Hill Investor, LLC, Calle Multifamily, LLC, Calle Multifamily, Inc., Sharf Family, LLC, Nicholas A. Sinatra, Anthony Nanula, Mark Campanella, Zvi Sharf, Patrick M. Nesbitt, Sr., Patrick M. Nesbitt, Jr., Teodoro Calle, Anthony Calle, Nicolas Calle, Frederic Fellows, Mayfair Management, LLC, Destra Management, LLC, and Destra Multifamily, LLC for repeated and persistent violations of the City of Syracuse Zoning Ordinance (the "ReZone"), the Syracuse Property Conservation Code ("SPCC"), the Property Maintenance Code of the State of New York State ("PMCNYS"), the International Fire Code ("IFC"), the Fire Code of New York State ("FCNYS"), General Obligations Law ("GOL") § 7-103, General Business Law ("GBL") §§ 349 and 350, and the New York Real Property Law § 235-b (the implied warranty of habitability) related to Nob Hill Apartments ("the Property" or "Nob Hill") located at 101 Lafayette Road, Syracuse, New York 13205,¹ and to require Respondents to repair and resolve all outstanding code violations and their related fines within thirty days. Petitioners also seek restitution on behalf of affected tenants, costs, as authorized by statute, and fines to be paid to the City of Syracuse and/or the State of New York.
2. Since at least 2023, tenants of Nob Hill have reported to the City of Syracuse Division of Code Enforcement the unsanitary, unsafe, and in some cases, uninhabitable conditions in which they live.

¹ Although 101 Lafayette Rd. is the principal address, the following buildings comprise the residential portion of Nob Hill: 131 Lafayette Road (Building 1), 131 Lafayette Road Rear (Building 2), 161 Lafayette Road (Building 3), and 181 Lafayette Road (Building 4) in the city of Syracuse, NY ("the Property").

3. Because of the growing volume of these unaddressed and unresolved code violations, the City of Syracuse filed suit against Nob Hill on April 16, 2025, in Onondaga County Supreme Court.²

4. In 2025, twenty-eight Nob Hill tenants filed Real Property Actions and Proceedings Law (“RPAPL”) Article 7-D petitions in Syracuse City Court based on the unacceptable conditions in which they were living.^{3 4}

5. On February 28, 2026, a fire broke out in Nob Hill Building 3, upon information and belief, displacing at least eighty tenants and hospitalizing two.^{5 6} Two tenants were tragically found dead after the fire.⁷

6. On May 5, 2026, another fire befell Nob Hill in Building 1 on the 5th floor.⁸ The electrical fire was contained to one apartment, but required a complete evacuation of the building, and filled the 5th floor with smoke. Sadly, the apartment’s resident suffered minor burns from the fire.

7. Nob Hill tenants have a right to consistent access to clean water, hot water, heat, a pest and rodent-free living space, and personal safety - all of which were largely unaddressed by Nob Hill’s ownership and management.

² *City of Syracuse v. Nob Hill Apartment Group, LLC et al*, Index# 003909/2025

³ <https://www.nysenate.gov/legislation/laws/RPA/A7-D>

⁴ <https://www.wrvo.org/2026-03-10/tenants-at-syracuses-nob-hill-apartments-continue-to-wait-for-action-on-ongoing-lawsuits>

⁵ <https://www.syr.gov/News/City-News/City-2026/2026-02-28-Mayors-Office-News-730-PM>

⁶ <https://wsyr.iheart.com/content/2026-03-02-new-details-emerge-on-fatal-syracuse-apartment-fire/>

⁷ The official causes of death for these individuals have not been released as of May 13, 2026, although one is believed to not be fire-related.

⁸ <https://www.localsyr.com/news/local-news/nob-hill-apartments-fire/>

8. Because of these persistent failures at Nob Hill, the Office of the Attorney General, with the City of Syracuse, has filed this action.

PARTIES

9. Petitioner, the People of the State of New York, brings this action by and through their attorney, Letitia James, Attorney General of the State of New York.

10. Petitioner, the City of Syracuse, is a Municipal corporation, duly organized and existing under the laws of the State of New York, with its principal offices at City Hall, 233 East Washington Street, Syracuse, New York, 13202.

11. Upon information and belief, Respondent Nob Hill Apartment Group, LLC, a Delaware Domestic Limited Liability Company formed on March 27, 2018, is the owner, occupant, mortgagee-in-possession, equitable owner or that who exercised dominion and control over the real property situated in Syracuse, commonly known and located at 101 Lafayette Road, who lists their registered agent for service as the Corporation Service Company at 80 State Street, Albany, New York, 12207 – 2543.⁹

12. Upon information and belief, Respondent Nob Hill Land Group, LLC, a Delaware Domestic Limited Liability Company formed on June 8, 2018, is the owner, occupant, mortgagee-in-possession, equitable owner or that who exercised dominion and control over the real property situated in Syracuse, commonly known and located at 101 Lafayette Road, who lists their registered agent for service as the Corporation Service Company at 80 State Street, Albany, New York, 12207 – 2543.

⁹ On January 15, 2026, a Receiver was appointed in a foreclosure action against Nob Hill, et al.
Index#:0309/2025

13. Upon information and belief, Respondent Sinatra-Syracuse Nob Hill Apartment Holdings, LLC, formed on June 08, 2018, a Delaware Limited Liability Company registered with the New York Department of State, is the sole shareholder in Nob Hill Apartment Group, LLC and lists the Corporation Service company at 80 State Street, Albany, New York, 12207 as its Registered Agent.

14. Upon information and belief, Respondent Windsor Nob Hill Investor, LLC, formed on May 11, 2018, is a Delaware Domestic Limited Liability Company, the majority shareholder in Sinatra-Syracuse Nob Hill Apartment Holdings, LLC, and lists the Corporation Service Company at 251 Little Falls Drive, Wilmington, Delaware, 19808, as its registered agent.

15. Upon information and belief, Respondent Sinatra Syracuse Holdings, LLC, formed on June 11, 2018, is a Delaware Limited Liability Company, registered with the New York Department of State, is one of three minority shareholders in Sinatra-Syracuse Nob Hill Apartment Holdings, LLC, and lists 617 Main Street, Suite 200, Buffalo, New York, 14203 as its principal place of business.

16. Upon information and belief, Respondent Basalt Capital, LLC, formed on April 6, 2011, a Delaware Limited Liability Company, is one of the three minority shareholders of Sinatra-Syracuse Nob Hill Apartment Holdings, LLC, and lists Delaware Corporate Services, Incorporated at 919 N. Market Street, Suite 725, Wilmington, Delaware, 19808, as their registered agent.

17. Upon information and belief, Respondent Calle Multifamily, Inc., formed on June 6, 2018, is an inactive Florida Registered Corporation, and is one of the three minority shareholders

in Sinatra-Syracuse Apartment Holdings, LLC, that lists its principal place of business as 12917 Mizner Way, Wellington, Florida, 33414.

18. Upon information and belief, Respondent Calle Multifamily, LLC, formed on June 1, 2018, is an active Florida Registered Limited Liability Company that lists its principal place of business as 12917 Mizner Way, Wellington, Florida, 33414. Upon information and belief, this entity has subsumed the responsibilities of Calle Multifamily, Inc. as the ownership interest in Nob Hill Apartments, LLC.

19. Upon information and belief, Respondent Windsor Nob Hill Advisor, a Delaware Domestic Limited Liability Company formed on June 5, 2018, is the non-member manager of Nob Hill Apartment Group, LLC, and lists the Corporation Service Company at 251 Little Falls Drive, Wilmington, Delaware, 19808, as its registered agent.

20. Upon information and belief, the Sharf Family, LLC, formed on March 9, 2016, is an active New York State Limited Liability Company that lists its registered agent as c/o Zvi Sharf, 21 Sultan's Court, Williamsville, New York, 14221, and is a minority investor in Sinatra Syracuse Holdings, LLC.

21. Upon information and belief, Respondent Destra Management, LLC is a Domestic Limited Liability Company formed on September 19, 2025, registered with the New York Department of State, and with Corporation Service Company at 80 State Street, Albany, New York, 12207 listed as its registered agent. Destra Management was the management company at Nob Hill between late September 2025, and May 8, 2026, when they were replaced via court Order.¹⁰

¹⁰ Index No. 000209/2026

22. Upon information and belief, Respondent Destra Multifamily, LLC, is a Delaware Limited Liability Corporation formed on July 6, 2021, lists New York as the location of its headquarters, and has a registered agent listed as Incorporating Services, Ltd., at 3500 S. Dupont Highway, Dover, Delaware, 19901.¹¹ Upon information and belief, Principals of Destra Multifamily, LLC have provided services to Nob Hill Apartment Group, LLC since 2018. Destra Multifamily's Principal, Patrick M. Nesbitt, Jr., is also a Guarantor for the Nob Hill Apartment Group, LLC's mortgage.

23. Upon information and belief, Respondent Mayfair Management Group, LLC, is a Delaware Domestic Limited Liability Company, formed on February 2, 2002, with a business address at 7920 Belt Line Road, Suite 800, Dallas, Texas 75254, and is registered with the New York Department of State. Mayfair Management Group was the management company at Nob Hill Apartments from August 8, 2023, until late September 2025.

24. Upon information and belief, Respondent Nicholas A. Sinatra, Sr., is an individual residing in the State of New York, a guarantor of the Nob Hill Apartment Group, LLC mortgage, a co-director of Sinatra and Company Real Estate, LLC, and the majority shareholder of Sinatra Syracuse Holdings, LLC.

25. Upon information and belief, Respondent Patrick M. Nesbitt, Jr., is an individual residing in the State of California. Patrick M. Nesbitt, Jr., is a guarantor of the Nob Hill Apartment Group, LLC mortgage, a Principal at Destra Multifamily, the President of Windsor Hospitality, and the minority shareholder of Windsor Nob Hill Advisor, LLC.

¹¹ Not registered with the New York Department of State

26. Upon information and belief, Respondent Patrick M. Nesbitt, Sr., is an individual residing in the state of California, a guarantor of Nob Hill's mortgage, affiliated with Windsor Nob Hill Advisor, LLC, and a beneficial owner of Sinatra-Syracuse, through the investment of Windsor Nob Hill Investor, LLC.

27. Upon information and belief, Respondent Mark Campanella is an individual residing in the state of New York, and is a beneficial owner of Nob Hill Apartment Group, LLC through his investment in Sinatra & Housing Group, LLC, a majority investor in Sinatra & Company Real Estate, LLC, which is a majority investor in Sinatra Syracuse Holdings, LLC.

28. Upon information and belief, Respondent Anthony Nanula is an individual residing in the state of New York and a beneficial owner of Nob Hill Apartment Group, LLC through his investment in NANCO SCRE Acquisition, which is an equal shareholder in Sinatra & Company Real Estate, LLC, which is a majority investor in Sinatra Syracuse Holding, a minority Investor in Sinatra-Syracuse Nob Hill Apartment Holdings, LLC.

29. Upon information and belief, Respondent Zvi Sharf is an individual residing in the state of New York and a beneficial owner of Nob Hill Apartment Group, LLC, upon information and belief, through a minority investment in an investment group, through the Sharf Family, LLC, that is the minority investor in Sinatra Syracuse Holdings, LLC.

30. Upon information and belief, Respondent Teodoro Calle, an individual residing in the state of Florida, is a beneficial owner of Nob Hill Apartment Group, LLC, through the investment of minority member Calle Multifamily, Inc/Calle Multifamily, LLC in Sinatra-Syracuse Nob Hill Apartment Holdings, LLC.

31. Upon information and belief, Respondent Anthony Calle, an individual residing in the state of Florida is a beneficial owner of Nob Hill Apartment Group, LLC, through the investment of Calle Multifamily, Inc./Calle Multifamily, LLC in Sinatra-Syracuse Nob Hill Apartment Holdings, LLC.

32. Upon information and belief, Respondent Nicolas Calle, an individual residing in the state of Florida is a beneficial owner of Nob Hill Apartment Group, LLC through the minority investment of Calle Multifamily, Inc./Calle Multifamily, LLC in Sinatra-Syracuse Nob Hill Apartment Holdings, LLC.

33. Upon information and belief, Respondent Frederic Fellows is an individual residing in the state of Florida, and a beneficial owner of Nob Hill Apartment Group, LLC, through the minority investment of Basalt Capital, LLC in Sinatra-Syracuse Nob Hill Apartment Holdings, LLC.

JURISDICTION

34. This Court has jurisdiction pursuant to New York Executive Law § 63(12) under which the OAG, on behalf of the People of the State of New York, is empowered to seek injunctive relief, restitution, damages and costs, when any person or entity has engaged in repeated fraudulent or illegal acts or has otherwise engaged in persistent fraud or illegality in the conduct of its business; and New York General Business Law Article 22-A, under which the OAG is empowered to seek injunctive relief, restitution and penalties against any person or entity which has engaged in deceptive practices or false advertising in the conduct of business.

35. The City has a duty to prosecute violations of the SPCC codified at Chapter 27 of the Revised General Ordinances of the City of Syracuse,¹² the codes which taken together comprise the New York State Uniform Fire Prevention and Building Code (the "Uniform Code"),¹³ the ReZone,¹⁴ and other applicable codes, laws, ordinances, rules, and regulations that endanger the health, safety, welfare, or quality of life of the public.

36. The City possesses the requisite authority to prosecute violations of the SPCC, the ReZone, the Uniform Code, and other applicable codes, laws, ordinances, rules, and regulations and to enforce compliance with their standards by commencing actions or proceedings in this Court against the Respondent personally and/or against the property. *See* Charter of the City of Syracuse (1960), Art. V, § 5-1801(2); SPCC §§ 27-111(a), 27-120; General City Law § 20(22); ReZone, Art. 1, § 1.6.

37. Each violation of the SPCC, the Uniform Code, and other applicable codes, laws, ordinances, rules, and regulations constitutes a separate and distinct cause of action which the City may allege against the Respondent. *See* SPCC §§ 27-5(b), 27-120. Pursuant to SPCC §§ 27-5 and 27-120(b)(1), a person who violates any requirement of the SPCC, the Uniform Code, or any other applicable codes, laws, ordinances, rules or regulations which are administered and

¹² The Revised General Ordinances (also known as the Syracuse General Ordinance Code), along with other local laws and ordinances and the Charter of the City of Syracuse, are publicly available through Municode at https://library.municode.com/ny/syracuse/codes/code_of_ordinances.

¹³ The New York State Uniform Fire Prevention and Building Code consists of an aggregation of subpart codes, with each subpart code based on a model code developed by the International Code Council. The adoption of these codes within New York State as the Uniform Code is provided for under Title 19 of the New York Codes Rules and Regulations, Parts 1219 to 1227. The subparts of the Uniform Code are: 1) the Property Maintenance Code ("PMCNYS"); 2) the Building Code; 3) the Fire Code ("FCNYS"); 4) the Mechanical Code; 5) the Fuel Gas Code; 6) the Existing Building Code; 7) the Residential Code; and 8) the Plumbing Code.

¹⁴ <https://www.syr.gov/files/sharedassets/public/v/1/departments/zoning/documents/ordinance/syracuse-zoning-ordinance-10.27.2025.pdf>

enforced by the City and incorporated by reference into the SPCC pursuant to local law, shall be subject to a cumulative civil penalty of \$100.00 per day for each separate violation from the date set for correction in the notice of violation until the violation is corrected. A person who violates any requirement of the SPCC or other incorporated codes, laws, ordinances, rules or regulations, which is designated as a serious violation shall be subject to a cumulative civil penalty of \$500.00 per day for each separate serious violation from the date each serious violation commences until the serious violation is corrected.¹⁵

38. Venue is proper in Onondaga County pursuant to CPLR § 503(a), as Onondaga County is the county in which a substantial part of the events or omissions giving rise to the claims occurred.

FACTS

39. Nob Hill is a 761-unit apartment complex situated on 27.6 acres in Syracuse, New York.

40. Nob Hill was purchased on July 30, 2018, by Nob Hill Apartment Group, LLC.

41. Nicolas Sinatra was the Guarantor for the July 30, 2018, Nob Hill mortgage.

42. On May 24, 2023, an assumption agreement was executed by which Patrick Nesbitt, Sr., and Patrick Nesbitt, Jr, were added as Guarantors to the Nob Hill Apartment Group, LLC mortgage.

43. Nob Hill Apartment Group, LLC is 100% owned by Sinatra-Syracuse Apartment Holdings, LLC.

¹⁵ For a full recitation of the applicable laws and the City's Jurisdiction, therein, see City Exhibit E

44. Sinatra-Syracuse Nob Hill Apartment Holdings, LLC is owned by four beneficial owner corporations: Basalt Capital, LLC (8.375%), Calle Multifamily, Inc. (13.514%), Sinatra Syracuse Holdings, LLC (8.375%), and Windsor Nob Hill Investor, LLC (69.736%).

45. Since 2018, Nob Hill has been managed by several firms, including (upon information and belief): Sinatra and Company (2017-2022), Meridia Capodagli (December 2022 – August 2023), Mayfair Management Group (August 2023 – September 2025), Destra Management (September 2025 – May 8, 2026, and United Plus Property Management, LLC (May 8, 2025-Present.)¹⁶

46. Beginning in 2023, the Office of the Attorney General began to receive community complaints about slow, partial, or non-existent security deposit returns, illegal fees charged to tenants, and excessive remediation fees for tenants at move-out.

47. In 2025, the complaints received by the OAG from Nob Hill tenants continued to involve security deposit and fee concerns - but also incorporated critical habitability issues such as a lack of hot water, little or no heat, infestations of rodents, broken elevators, and tenants' concerns about their basic physical safety.

48. Beginning in 2023, an increasing number of codes violations were issued to Nob Hill by the City of Syracuse Code Enforcement.

49. City Code Enforcement inspection reports confirmed the substance of the complaints to the OAG about Respondents' pattern of neglect and failure to address safety issues within Nob

¹⁶ On May 6, 2026, a hearing followed an Order to Show Cause filed by Fannie Mae to, among other things, replace Destra Management with United Plus Property Management, LLC., over concerns about Mayfair's ability to be impartial and serve only the interests of Nob Hill.

Hill. The widespread and persistent nature of these violations warrants broad relief including restitution, and penalties.

REPEATED ILLEGALITY

50. As more fully set forth herein and in the Wentworth-Mullin Affirmation and Memorandum of Law, the Respondents have continued to engage in repeated illegality under Executive Law § 63(12) by committing violations of state and local codes requirements that resulted in their tenants living in dangerous, unsanitary, and uninhabitable conditions at their properties between, at least, January 2023 to today.

51. As more fully set forth herein and in the Carpenter and Shiel Affidavits, Respondents have not complied with the Syracuse Property Conservation Code (“SPCC”), the ReZone: City of Syracuse Zoning Ordinance (“ReZone”), the Property Maintenance Code of New York State (“PMCNY”), the International Fire Code (“IFC”), and the Fire Code of New York State (“FCNY.”)

52. Upon citation by City Code Enforcement, Respondents have repeatedly failed to make the necessary repairs in a timely manner, some of which are more than 400 days beyond their compliance windows.¹⁷

53. Respondents, as substantiated by the myriad of code citations, have violated the implied warranty of habitability contained in RPL § 235-b, leaving their tenants to live in pest-ridden, unhealthy, dangerous, and unlivable conditions.

¹⁷ As of June 25, 2026

54. Respondents have created a Public Nuisance by not providing Nob Hill's Residents with adequate safeguards against fire and their safety in the event of one, hot water, adequate heat, properly working plumbing, functional elevators, broken entry doors, and effective pest control.

55. Respondents have violated their responsibilities under GOL § 7-103 by commingling their tenants' security deposits with Nob Hill's operating expenses.

56. Respondents have violated their responsibilities under GOL § 7-108 by not returning tenants' security deposits in a timely manner and/or returning a reduced security deposit without itemizing the costs retained for repairs or cleaning.

57. Respondents have violated §350-b by falsely advertising their apartment complex as a well-maintained facility.

58. Respondents have violated the implied warranty of habitability, RPL§ 235-b, by charging Residents a "pest fee" since, at least 2023, which is contrary to public policy.

59. Respondents have violated GBL § 349 by charging, since at least 2023, a "technology fee" for which there is no obvious or tangible benefit.

60. Respondents have violated GBL § 349 by their failure to provide the necessary repairs and essential services, including, but not limited to, adequate heat in the winter months.

61. Respondents have violated GBL § 349 by their failure to provide the necessary repairs and essential services, including, but not limited to hot water for over a month.

Code Enforcement Court Filings and Code Violations

62. The City filed an action against Respondent Nob Hill Apartment Group, LLC, on April 16, 2025, in Onondaga County Supreme Court.¹⁸

63. The City, in that action, is asking the Court for an Order to compel Respondent to “correct cited violations at the Property – per the City’s Violation Notices - within 30 days of such Order, and a money judgement in the sum of \$100 per day, running from the dates set for correction of the violations, as cited in the Violation Notices.”¹⁹ To date, the fines have grown to over \$800,000.

64. The City of Syracuse included twenty-eight Code Violations in their 2025 filing.

65. On June 25, 2026, there were 69 open code violations that remained unaddressed:

- a. 2 violations of PMCNYS 602.3 (Heat Supply) (153- and 170-days past compliance)
- b. 1 violation of PMCNYS Section 304.13 (Window, skylight, and door frame) (86 days beyond compliance)
- c. 2 violations of PMCNYS Section 305.6 (Interior Doors) (78- and 140-days past compliance)
- d. 3 violations of PMCNYS Section 603.1 (Mechanical Equipment and appliances) (13, 78, and 133 days beyond compliance)
- e. 16 violations of PMCNYS Section 305.3 (Interior Surfaces) (between -5 and 407 days beyond compliance)

¹⁸ Index #: 003909/2025, *City of Syracuse v. Nob Hill Apartment Group LLC et al*

¹⁹ *Id.*

- f. 1 violation of PMCNYS Section 704.1 (Inspection, testing, and maintenance) (Provide certification for smoke alarms) (378 days past compliance)
- g. 1 violation of PMCNYS Section 304.15 (Doors) (Front security doors) (78 days past compliance)
- h. 2 violations of PMCNYS Section 704.6.1.2 (Groups R-2, R-3, R-4, and I-1)(Install smoke detectors in all required locations including within each bedroom, in the common areas of each apartment, in the shared stairwells, and in the basements) (149- and 170-days past compliance)
- i. 2 violations of PMCNYS Section 305.4 (Stairs and walking surfaces) (78 and 149 days beyond the compliance window)
- j. 3 violations of PMCNYS Section 109.13 (Structure unfit for human occupancy) (100, 100 AND 153 days beyond compliance window)
- k. 6 violations of PMCNYS Section 504.1 (General). (5, 58, 76, 76, 86, and 282 days past compliance)
- l. 4 violations of SPCC Section 27-62A (Elevators) (Provide elevator certification and bring elevators up to code) (311days past compliance)
- m. 1 violation of NYSFC Section 1008.1 (Means of egress illumination) (Emergency lighting must work) (510 days past compliance)
- n. 2 violations of PMCNYS Section 309.1 (Infestation) (13 and 86 days past compliance)

- o. 1 violation of FCNYS Section 1032.2.1 (Security Devices and Egress Locks) (Repair locking system on entrance doors) (76 days past compliance)
- p. 1 violation of PMCNYS Section 308.1 – (Accumulation of Rubbish or Garbage) (86 days past compliance)
- q. 2 violations of PMCNYS Section 605.1 - (Installation) (Install Ceiling light and ensure that all exit signs and emergency lights are properly installed with the appropriate hardware) (86 and 78 days past compliance)
- r. 1 violation of FCNYS Section 606.1 – (Emergency Operation) (Elevators need to be maintained for use and fire service must work properly) (512 days beyond compliance)
- s. 1 violation of PMCNYS Section 601.2 (Responsibility) (Electrical inspection required) (100 days past compliance)
- t. 1 violation of PMCNYS Section 110.1.1 (Notice) (Full repair and certification of all life safety systems in building prior to reoccupying – as well as repairs to units and common areas) (100 days beyond compliance)
- u. 1 violation of PMCNYS Section 109.1.5 (Unsafe Conditions) (These building lacks multiple life and safety requirements) (100 days past compliance)
- v. 1 violation of PMCNYS Section 304.1.1 (Potentially unsafe conditions) (Hire engineer to assess fire-damaged exterior wall and repair) (100 days past compliance)

- w. 1 violation of PMCNYS Section 304.4 (Structural Members) (Structural members shall be maintained free from deterioration, and shall be capable of safely supporting dead and live loads) (115 days past compliance)
- x. 2 violations of SPCC Section 27-72 (e) (Trash and Debris) (111 and 122 days past compliance)
- y. 1 violation of PMCNYS Section 505.4 (Water Heating Facilities) (Restore hot water to apartment) (126 days beyond compliance)
- z. 1 violation of FCNYS Section 1009.4 (Elevators) (Repair elevators – out of order) (6 days to compliance)
- aa. 1 violation of FCNYS Section 1009.2.1 (Elevators Required) (Repair elevators – both out of order) (6 days to compliance)
- bb. 1 violation of PMCNYS Section 702.1 (General) (Ensure all fire doors and fire exit doors are in proper working order and do not require excessive force to open) (78 days beyond compliance)
- cc. 1 violation of PMCNYS Section 305.1 (General) (Repair damages to closet racks and walls) (78 days past compliance)
- dd. 1 violation of PMCNYS Section 304.6 (Exterior Walls) (Repair exterior balconies to three apartments) (78 days past compliance)
- ee. 1 violation of PMCNYS Section 605.2 (Receptacles) (Ensure that outlets in the unit are properly secured and installed) (78 days past compliance)
- ff. 1 violation of PMCNYS Section 304.18.1 (Doors) (Ensure that the primary door to units are in proper working order) (78 days past compliance)

- gg. 1 violation of FCNYS Section 1008.2.3 (Exit Discharge) (Repair exit signs throughout entire building) (76 days past compliance)
- hh. 1 violation of PMCNYS Section 602.5 (Room Temperature Measurement) (The baseboards have heat, but there is no pressure to push the heat through the apartments. Fix thermostats in apartments) (90 days past compliance)
- ii. 1 Violation of PMCNYS Section 109.8 (Prohibited Occupancy) (No person shall occupy a placarded premises) (115 days past compliance)
- jj. 1 violation of PMCNYS section 305.6 (Interior doors) (Ensure that the sliding doors/ screens are in working order and can properly lock) (78 days past compliance)

A. RPAPL Article 7-D proceedings filed in Syracuse City Court

66. In 2025, tenants filed 28 RPAPL Article 7-D proceedings in Syracuse City Court. These special proceedings were filed to direct Respondents to repair conditions and issue rent credits and abatements. In their filings, tenants described unsanitary, unsafe, and uninhabitable conditions and a lack of responsiveness from Nob Hill's ownership and ever-changing management.

67. On February 27, 2026, the first decision by Judge Shadia Tadros of the Syracuse City Court was issued for 13 of the 7-D cases filed.²⁰

²⁰ Consolidated under Index No. LT 1244-25/SY
https://www.nycourts.gov/reporter/current/3dseries/2026/2026_26055.shtml

68. In her decision, she Ordered that Destra Management, LLC, Mayfair Management, LLC, and Nob Hill Apartment Group, LLC, jointly and severally, pay restitution and/or provide rent abatements for all Petitioners. “For many of the tenants Nob Hill was more of a nightmare than a home.”

69. The final unsettled or undismissed tenants’ cases concluded testimony on April 13, 2026, and are awaiting a decision by the court.

70. Allegations made in the 7-D filings echo the violations cited by City Codes and those reported to the OAG. These allegations include, but are not limited to:

- a. Entry doors not locking
- b. Entry doors are broken
- c. Door fobs not working
- d. Kitchen and bathroom sinks are leaking
- e. Kitchen and bathroom sinks are backing up
- f. Elevators are not working (or are routinely out of service)
- g. No keys for mailboxes
- h. Potholes and glass in the parking lot
- i. No security lighting
- j. No heat in specific rooms, or at all
- k. Gnat, roach, and rodent infestations
- l. Broken and torn screens
- m. Water leaks damaging ceilings, walls, floors, and carpets
- n. Non-working or missing appliances
- o. No ice/snow removal

- p. Unsecured common areas
- q. Elevators are unsanitary and the sub-flooring is exposed
- r. The trash room is dirty and overflowing
- s. Trash in hallways
- t. Damaged ceilings, walls, floors, carpets
- u. Laundry room out of service and unclean
- v. Grounds are unkempt: have broken glass and trash strewn about
- w. No hot water
- x. Brown water from faucet
- y. Sewage backup and flooding
- z. Fighting, drug use
- aa. Non-working thermostat and a/c unit
- bb. Electrical Issues: lights not working
- cc. Exit signs with wires exposed
- dd. Kitchen cabinets falling apart
- ee. Cracks in the foundation
- ff. Leaks and flooding hallways
- gg. Balcony is unsound
- hh. Fire alarms out of order
- ii. Trash collecting outside attracting rodents
- jj. Garages not secure: doors broken and unusable
- kk. Master key provided to multiple tenants.

CAUSES OF ACTION**FIRST CAUSE OF ACTION****EXECUTIVE LAW §63(12) REPEATED AND PERSISTENT ILLEGALITY
Violations of the City and State Code
(Asserted Only by the People of the State of New York)**

71. Petitioners repeat and reallege each of the foregoing paragraphs as if fully set forth herein.

72. Adopted in 2023, the ReZone, is the Zoning Ordinance for the City of Syracuse, which governs land use and development. This new ordinance is the result of ReZone Syracuse - a multi-year initiative to update the City's zoning laws and other applicable codes, laws, ordinances, rules, and regulations that address conditions which endanger the health, safety, welfare, or quality of life of the public.²¹ As set forth above, the Respondents have repeatedly and persistently violated this code and failed to remedy violations by the compliance deadlines set forth in the Notices of Violation.

73. SPCC § 27-2 establishes basic and uniform standards governing the “condition, occupancy and maintenance of all premises” in order to “enhance the residential neighborhoods and to protect the safety, health and welfare of the persons who live, work and recreate in the city.” As set forth above, the Respondents have repeated and persistently violated this code and failed to remedy violations by the compliance deadlines set forth in the Notices of Violation.

74. PMCNYS is a part of the NYS Fire Prevention and Building Code. The PMCNYS is a maintenance document intended to establish minimum maintenance standards for basic

²¹ <https://www.syr.gov/files/sharedassets/public/v/1/departments/zoning/documents/ordinance/syracuse-zoning-ordinance-10.27.2025.pdf>

equipment, light, ventilation, heating, sanitation and fire safety. The City Code Enforcement issues violations based on the 2020 edition of PMCNYS, which is the most recent edition.²² As set forth above, Respondents repeatedly failed to comply with the PCMNYS and failed to remedy violations by the compliance due dates set forth in the Notices of Violation.

75. IFC is a comprehensive fire code that establishes minimum regulations for fire prevention and fire protection systems using prescriptive and performance-related provisions. It is founded on broad-based principles that make possible the use of new materials and new system designs.²³ As set forth above, Respondents repeatedly failed to comply with the IFC and failed to remedy violations by the compliance due dates set forth in the Notices of Violation.

76. FCNYS establishes minimum requirements for fire prevention and fire protection systems using prescriptive and performance-related provisions. It is founded on broad-based principles that make possible the use of new materials and new system designs.²⁴ Respondents repeatedly failed to comply with the FCNYS and failed to remedy violations by the compliance due dates set forth in the Notices of Violation.

77. As set forth above, Respondents' conduct constitutes repeated and persistent illegality in violation of Executive Law § 63(12).

SECOND CAUSE OF ACTION

EXECUTIVE LAW §63(12) REPEATED AND PERSISTENT ILLEGALITY Violations of Warranty of Habitability – Real Property Law § 235-b (Asserted Only by the People of the State of New York)

²² <https://dos.ny.gov/system/files/documents/2020/09/2020-pmcnys-november-2019.pdf>

²³ <https://blog.ansi.org/ansi/2024-international-fire-code-icc-ifc/>

²⁴ https://dos.ny.gov/system/files/documents/2025/07/2025fcnys_noa_2025-07-24.pdf

78. Petitioners repeat and reallege each of the foregoing paragraphs as if fully set forth herein.

79. RPL § 235-b requires that leased premises and all common areas be fit for human habitation and for the uses reasonably intended. It also requires that tenants will not be subjected to any conditions which would be dangerous, hazardous or detrimental to their life, health or safety.²⁵

80. Respondents own and/or manage(d) this residential property which falls within the scope of the implied warranty of habitability codified in RPL § 235-b.

81. As set forth above, Respondents failed to maintain their premises in a habitable and usable manner. The conditions at Respondents' properties were often dangerous and/or detrimental to the life, health, or safety of the tenants.

82. Further, Respondents failed to maintain their properties in accordance with the uses reasonably intended for the tenants.

83. Respondents have been repeatedly cited by the City of Syracuse Division of Code Enforcement and the Onondaga County Department of Health for these conditions, yet they failed to timely make repairs and maintain services. Some violations with the Division of Code Enforcement have remained open for over a year, well past their compliance due dates. As such, Respondents breached the warranty of habitability under RPL§ 235-b.

84. As set forth above, Respondents' conduct constitutes repeated and persistent illegality in violation of Executive Law §63(12).

²⁵ <https://www.nysenate.gov/legislation/laws/RPP/235-B>

THIRD CAUSE OF ACTION**Codes Violations****(Asserted only by the City of Syracuse)**

85. Petitioners repeat and reallege each of the foregoing paragraphs as if fully set forth herein.

86. As set forth above, City inspectors have completed numerous inspections throughout Nob Hill, including over the past several months.

87. During those inspections, City code inspectors have identified and cited numerous code violations. City Exhibits A-C.

88. In addition to mailing and posting, City Code Enforcement staff have personally communicated with Respondent Destra's representative Joseph Labita about outstanding code violations. *See* Shiel Affirmation.

89. City Code Enforcement staff have also personally communicated with current local property management company United Group about outstanding code violations. *See* Shiel Affirmation.

90. As of June 25, 2026, there are 69 currently open and outstanding code violations throughout Nob Hill. *Id.*

91. The vast majority of open violations have remained outstanding beyond the correction dates stated in the respective violation notices. *Id.*

92. Respondents are Owners as defined by Syracuse Property Conservation Code Section 27-10. City Exhibit D.

93. As Owners, Respondents are required to comply with all applicable provisions of any state or local statute, code, regulation or ordinance governing the maintenance, construction, use or appearance of their property. *See* Syracuse Property Conservation Code Section 27-11(a).

94. Respondents are subject to cumulative civil penalties of one hundred dollars (\$100.00) per day for each violation per day past the stated comply-by date. *See* Syracuse Property Conservation Code Section 27-120(b)(1).

95. Given Respondents course of conduct with respect to the Property, as discussed above, there is no basis for downward reduction in civil fines. *See* Syracuse Property Conservation Code Section 27-120(c)(2).

96. Accordingly, Petitioner City of Syracuse respectfully submits that Respondents are liable at a right of one hundred dollars (\$100.00) per day for each currently open and outstanding violation, accumulating daily until the currently outstanding code violations are corrected.

97. Petitioner City of Syracuse notes that the request for civil fines is limited to code violations not included within the City's 2025 Petition against Respondent Nob Hill Apartment Group, LLC, (Index No.: 003909/2025)²⁶ as a request for civil fines for those violations have already been made in that proceeding. City Exhibit E.

²⁶ The City of Syracuse is willing to hold the special proceeding entitled City of Syracuse v Nob Hill Apartment Group, LLC (Index No.: 003909/2026) in abeyance so that it may decided concurrently with the instant petition.

FOURTH CAUSE OF ACTION**Public Nuisance****(Asserted by both parties)**

98. Petitioners repeat and reallege each of the foregoing paragraphs as if fully set forth herein.

99. At common law, a public nuisance exists where conduct substantially interferes with the exercise of a common right of the public, in a manner which offends public morals, interferes with the use of a public place, or endangers the health or safety of a considerable number of people.

100. Multiple Residence Law §305(1)(b) states that a nuisance exists in a dwelling that lacks, among other things, adequate egress, safeguards against fire, is inadequately cleaned or lighted and the conditions of the violations are dangerous to human life or detrimental to their health.²⁷

101. Chapter 27 of the SPCC establishes building and property standards to protect the safety, health and welfare of those who live and visit Syracuse.

102. Unlawful conditions under this act include, but are not limited to: defective plumbing, heating, and elevators, insufficient fire-safety requirements, inadequate heating, non-functioning entrance locking devices, and pest infestation.²⁸

103. A nuisance on private property becomes a public wrong against the community when the acts or omissions, or private injuries, in aggregate, are great and extensive.

²⁷ Multiple Residence Law §4(13) defines dwelling as “a building or structure which is occupied in whole or in part as the home, residence, or sleeping place of one or more persons.”

²⁸ *Id.*

104. A public nuisance substantially interferes with a common right of the public. As such, action to address the conduct must be brought by “a proper governmental agency” on behalf of the people.²⁹

105. The existing conditions that violate State and local health and safety laws provide the necessary elements to find that the complex represents a public nuisance pursuant to the common law.³⁰

FIFTH CAUSE OF ACTION
EXECUTIVE LAW §63(12) REPEATED AND PERSISTENT ILLEGALITY
Violations of General Business Laws § 349
Deceptive Business Practices
(Asserted Only by the People of the State of New York)

106. Petitioners repeat and reallege each of the foregoing paragraphs as if fully set forth herein.

107. GBL § 349 prohibits unfair, deceptive, and abusive acts or practices in the conduct of business.³¹

108. GBL § 349 also states that a prohibited unfair, deceptive or abusive act or practice is actionable by the Attorney General whether or not that act or practice is consumer oriented.

²⁹ It is important to note that this cause of action by the Attorney General and the City of Syracuse is for public nuisance at common law; it is neither an action pursuant to nuisance abatement procedures in the City of Syracuse Code of Ordinances Chapter 45, nor to adjudicate citations for code citations issued by the City. Accordingly, the procedures for administration of claims pursuant to those chapters are inapplicable here.

³⁰ See *Little Joseph Realty v. Town of Babylon*, 41 N.Y.2d 738, 745 (Court of Appeals, 1977).

³¹ On December 19, 2025, the FAIR Act was enacted. This expanded GBL §349 by prohibiting “unfair” and “abusive” practices, an expanded cause of action that is now available to the Attorney General. “Unfair follows the FTC’s existing standard – but also protects non-consumers, “abusive” follows the FTC’s standard, without an expansion to non-consumers.

109. An act or practice is unfair when it causes or is likely to cause substantial injury which is not reasonably avoidable and is not outweighed by countervailing benefits to consumers or to competition. GBL § 349 (1).

110. “Substantial injury” has been found both in cases where there is a small harm to many individuals, or where there is a significant risk of concrete harm. “Reasonably avoidable” has been determined based on whether the individual had a free and informed choice. 15 U.S.C. Section 45 §5.

111. “An act or practice is abusive when....it takes unreasonable advantage of...the inability of a person to protect such person’s interests in selecting or using a product or service; or the reasonable reliance by a person on a person engaging in the act or practice to act in the relying person’s interests.” GBL § 349 (2).

112. As set forth in the Wentworth-Mullin Affidavit, Nob Hill is a large complex that provides vital affordable housing in the rental market in the City of Syracuse, for which options are scarce.

113. Tenants, dutifully paying their monthly rent, rightfully expect Nob Hill to provide them with a safe and habitable home.

114. Respondents have caused substantial injury to the tenants of this 761-unit apartment complex by failing to complete repairs for essential services such as hot water, heat, functioning elevators, locking front entry doors, and a functioning fire suppression system. This injury is especially egregious in the scarce rental market in Syracuse, and because of the often-insurmountable costs of moving.

115. Respondents' failure to provide the necessary repairs and essential services, such as adequate heat in the winter months, is both abusive and unfair.

116. Since at least 2023, Nob Hill Apartments has charged tenants a "technology fee" at the cost of \$5 per month.

117. In one tenant's rental ledger, the "technology fee" is listed as "additional rent," in another tenant's ledger, it is referred to as a "utility reimbursement," and yet in another, it is listed as a "tech fee."

118. The technology fee is a nebulous fee, for which there is no apparent benefit for the tenants.

119. This technology fee was not reasonably avoidable when the tenants contracted with Nob Hill and did not provide a tangible service to the tenants. As such, it has caused substantial injury having been charged monthly to all tenants for multiple years.

120. The technology fee took unreasonable advantage of the tenants, as the tenants reasonably relied on the Respondents to act in the tenants' interests by providing something of value in exchange for their payment. As set forth above, Respondents' conduct constitutes repeated and persistent illegality in violation of Executive Law §63(12).

SIXTH CAUSE OF ACTION
EXECUTIVE LAW §63(12) REPEATED AND PERSISTENT ILLEGALITY
Violations of General Business Laws § 350
False Advertising
(Asserted Only by the People of the State of New York)

121. GBL § 350 prohibits false advertising in the conduct of any business.

122. "False Advertising" means advertising that is misleading. *See* GBL §350-A(1).

123. “False advertising” considers representations made by statement, word, design, device, and sound. *Id.*

124. “False advertising” also considers the extent to which the advertising fails to reveal facts material to what is being advertised. *Id.*

125. As codes violations were multiplying and their tenants and the City were taking them to court, Nob Hill advertised itself in the following ways:

“(We) offer a comfortable living experience with convenience and practicality.”

“(W)e prioritize our residents and want them to feel right at home. Along with our cozy living spaces, we provide amenities that enhance your stay. Enjoy the picnic area with barbecue, an elevator for easy access, assigned parking, a clubhouse, and a convenient business center.”

“(We) offer a comfortable living experience with convenience and practicality. The living spaces are designed thoughtfully to cater to your everyday needs. Each apartment features air conditioning, extra storage, a balcony or patio, and an all-electric kitchen equipped with a dishwasher and microwave.”

“We want your living experience at Nob Hill Apartments to be warm and welcoming. So, we created amenities to suit your style of living. Have fun with friends and neighbors, and barbecue in the picnic area or gather in the clubhouse. Each home has air conditioning, an all-electric kitchen, a pantry, and a balcony or patio.”

126. Based upon existing codes inspections reports, codes violations, Health Department actions, complaints to the Office of the Attorney General, pending 7-D Petitions, complaints to the Better Business Bureau, and frequent media reports about the conditions at Nob Hill, the above-referenced statements placed on their website were and continue to be disingenuous and false.

127. As set forth above, Respondents' conduct constitutes repeated and persistent illegality in violation of Executive Law §63(12).

SEVENTH CAUSE OF ACTION

EXECUTIVE LAW §63(12) REPEATED AND PERSISTENT ILLEGALITY

Violations of GOL § 7-103

The administration of security deposits

(Asserted Only by the People of the State of New York)

128. Petitioners repeat and reallege each of the foregoing paragraphs as if fully set forth herein.

129. As part of its normal operating procedures, Nob Hill requires all tenants to sign a written lease agreement.

130. GOL § 7-103 requires landlords of rental properties containing six or more family dwelling units to maintain rent security deposits in separate interest-bearing trust accounts in banking organizations having a place of business within New York State, and to notify the tenants in writing of the name and address of the banks where their deposits are held. *See* GOL § 7-103 (2), § 7-103(3).

131. Landlords are permitted to keep up to 1% of interest earned on security deposit trust accounts, and excess interest, if any, must be held in trust until, at the tenant's option, repaid or applied for the use or rental of the leased premises, or paid to the tenant annually. *See* GOL § 7-103 (2).

132. Security deposits may be used for three purposes: (1) reimbursement for the reasonable cost of repairs beyond normal wear and tear; (2) damage to the apartment caused by the tenant, and (3) reimbursement for unpaid rent. *See* GOL § 7-108 (1) (e).

133. A review of Nob Hill's accounts show security deposit refunds and deposits commingled with operating transitions in non-interest-bearing accounts.

134. Nob Hill holding their security deposits in non-interest-bearing accounts is contrary to the requirements of GOL § 7-103, and another example of the pattern of repeated and persistent illegality by Respondents.

135. When the Respondents commingled their tenants' security deposits with their operational expenses, they violated GOL § 7-103(1), a repeated and persistent illegal action, that vests the tenants with an immediate right to those funds.

136. As set forth above, Respondents' conduct constitutes repeated and persistent illegality in violation of Executive Law §63(12).

SEVENTH CAUSE OF ACTION

EXECUTIVE LAW §63(12) REPEATED AND PERSISTENT ILLEGALITY

Violations of GOL § 7-108

The Administration of Security Deposits

(Asserted Only by the People of the State of New York)

137. Petitioners repeat and reallege each of the foregoing paragraphs as if fully set forth herein.

138. Tenant complaints submitted to the Office of the Attorney General have alleged that Nob Hill Apartments did not return their security deposits, only returned partial security deposits after

subtracting fees for repairs they believe were unwarranted, and did not provide an accounting for the deductions.

139. Unless a tenant fails to give notice that they are terminating their lease with two weeks, the landlord, in writing, must inform the tenant of their right to request an inspection before leaving their apartment and that they can be present for the inspection. *See* GOL § 7-108 (1-a) (d).

140. If the tenant requests an inspection, the landlord must give the tenant at least 48 hours written notice, and it must be no earlier than two weeks and no later than one week before the end of the lease. *Id.*

141. After the inspection, if warranted, the landlord must provide and itemized list of repairs or cleaning that will result in subtractions from the tenant's security deposit. After they receive the itemized list, the tenant should have the opportunity to fix any of the specified items before the end of the lease. *Id.*

142. Within fourteen days after the tenant has moved out, an itemized statement indicating the basis for the portion of the deposit retained, if any, must be provided by the landlord, and then they must return any remaining portion of the deposit to the tenant. *See* GOL § 7-108 (1-a) (e).

143. If a landlord fails to provide the tenant with the statement and deposit within fourteen days, the landlord forfeits any right to retain any portion of the deposit. *Id.*

144. Thirteen complaints involving the slow, partial, or non-return of security deposits were received by the Office of the Attorney General.

145. As set forth above, Respondents' conduct constitutes repeated and persistent illegality in violation of Executive Law §63(12).

EIGHTH CAUSE OF ACTION
EXECUTIVE LAW §63(12) REPEATED AND PERSISTENT ILLEGALITY
Violations of RPAPL 235-b
Pest Fees
(Asserted Only by the People of the State of New York)

146. Petitioners repeat and reallege each of the foregoing paragraphs as if fully set forth herein.

147. Since at least 2023, Nob Hill has charged tenants a "pest fee" of either \$5 or \$10 per month.

148. The implied warranty of habitability, memorialized in Real Property Law § 235-b, requires that leased premises and all common areas are to be fit for human habitation and for the uses reasonably intended.

149. The warranty of habitability also dictates that any waiver or modification of the tenants' rights under this Warranty is void as contrary to public policy.

150. By requiring tenants to pay a "pest fee," Nob Hill has shifted their responsibility under the Warranty of Habitability to provide a pest-free living space to the tenants, while enjoying financial gain by charging such fee.

151. The pest fees requirement in the various iterations of the Nob Hill lease is void as to public policy under the warranty of habitability.

152. Nob Hill charging these “pest fees” is additional evidence of the persistent and repeated illegality in their business practices.³²

153. As set forth above, Respondents’ conduct constitutes repeated and persistent illegality in violation of Executive Law §63(12).

PRAYER FOR RELIEF

WHEREFORE, Petitioners pray for a Judgment against Respondents, jointly and severally, as follows:

154. Permanently enjoining Respondents from violating the City of Syracuse Zoning Ordinance, the Syracuse Property Conservation Code, the Property Maintenance Code of the State of New York State, the International Fire Code, the Fire Code of New York State, General Obligations Law § 7-103 and § 7-108, General Business Law § 349 and § 350, and the New York Real Property Law § 235-b, and from engaging in deceptive and illegal practices alleged herein;

155. Ordering Respondents to perform the following actions, expressly in accordance with the Order for the Receiver:

- a) Correct all outstanding violations issued by the City of Syracuse Department of Codes, within 30 days of the date of the judgment;
- b) Within 14 days of the Judgment, ordering Respondents to clean all trash from within and outside of the buildings;

³² This pest fee can also be deemed as persistent and illegal under GBL §349, through similar arguments made about the illegality of the “tech fee”

- c) Within 14 days of the Judgment, ensuring all entry doors lock and open properly, and that all tenants are provided with the proper keys or fob;
- d) Within 14 days of the Judgment, ensure that all elevators are repaired and have the proper certifications, and are ADA compliant;
- e) Within 14 days of the Judgment, ordering Respondents to repair or replace all exterior and interior security lighting;
- f) Within 14 days of the Judgment, ordering Respondents to test, and repair/replace if needed, all fire safety systems and alarms;
- g) Within 14 days of the date of the Judgment, ordering Respondents to hire an independent expert in heating systems and maintenance to assess the heating system;
- h) Ordering Respondents to comply with the expert's opinion as to the measures required to provide consistent heat to the tenants' apartments;
- i) Within 14 days of the date of the Judgment, ordering Respondents to hire an independent expert in plumbing and maintenance to assess the plumbing system, with special attention to consistency of hot water access, water quality, and sewage backups;
- j) Ordering Respondents to comply with the expert's opinion as to the measures required to provide clean and hot water to the tenants' apartments, and to address the sewage backups;
- k) Ordering Respondents, for each property where substantial rehabilitation work will be undertaken to correct conditions, to provide alternative housing accommodations for tenants, to provide tenants with safe and conveniently

located accommodation while repairs are being performed and/or order

Respondents to pay impacted residents appropriate compensation to relocate temporarily;

156. Within 30 days, providing to the Office of the Attorney General tenant ledgers from July 15, 2020, to the date of the order including move-out statements and move-out worksheets;

157. Requiring Respondents to provide an accounting to Petitioner within seven days of service of Notice of Entry of all monies received from July 15, 2020, to the date of the order, from each tenant;

158. Awarding rent abatements and restitution to tenants, who have not otherwise been made whole through another court proceeding, for Respondents' breaches of the implied warranty of habitability, awarding restitution to tenants for costs associated with providing pest control, heat to their apartments, water sufficient for bathing, or any other conditions covered by the warranty of habitability for which the residents had to bear a personal financial burden;

159. Awarding restitution to tenants, who have not otherwise been made whole through another court proceeding, that suffered losses through the Respondents' negligence in connection with the security and safety of tenants and their possessions;

160. Enjoining Respondents from obtaining judgements against tenants who have withheld rent based on conditions in their apartments, pending the determination of restitution in this or other proceedings;

161. Awarding restitution to tenants for Respondents' breach of the implied warranty of habitability by charging pest fees;

162. Awarding restitution to tenants for Respondents' breach of GBL §349 by charging an unspecified technology fee;
163. Immediately returning security deposits to those tenants whose security deposit was commingled with other personal accounts of Nob Hill;
164. Returning to tenants the fair market interest on their security deposits, if such interest was not accrued because of placement in a non-interest-bearing account and is owed to the tenants;
165. Returning security deposits to tenants who were improperly or excessively charged for cleaning or damage;
166. Returning security deposits to tenants who were entitled, but did not receive their return (plus interest - minus 1% per annum);
167. Paying the City of Syracuse the fines assessed in connection with code violations;
168. Awarding Petitioners costs and disbursements, together with an additional allowance of \$2,000 per Respondent pursuant to CPLR § 8303(a)(6);
169. Awarding Petitioner civil penalties up to the maximum of \$5,000 per violation pursuant to GBL §350-d for every violation of GBL §349 that persists after July 15, 2026;
170. Ordering Respondents to file reports with the Court, generated by the Receiver, documenting Respondents' compliance in resolving outstanding code violations every month for twelve months following the date of the judgment;
171. Maintaining continued jurisdiction over this proceeding for a 5-year period following the date of the judgment;

172. Ordering disgorgement of all profits and ill-gotten gains defendants have realized from failing to comply with City, County, and State Codes;

173. Ordering disgorgement of profits and/or restitution as monetary relief for Respondents' repeated and persistent fraud and/or illegality in their property rental operation;

174. Ordering Respondents to provide an accounting to the Attorney General to sufficiently facilitate restitution, disgorgement, and penalties;

175. Granting Petitioner any such other and further relief as the Court deems just equitable and proper.

Dated: July 15, 2026

Syracuse, New York

LETITIA JAMES
Attorney General of the State of New York
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By:



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A handwritten signature in black ink, appearing to read 'R. Carpenter', is positioned above a horizontal line.

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