

ATTORNEY GENERAL OF THE STATE OF NEW YORK
HOUSING PROTECTION UNIT

In the Matter of

Assurance No. 26-013

**Investigation by LETITIA JAMES,
Attorney General of the State of New York, of**

Consumer Legal Group, PC dba Tenants Counsel Network, Aryeh Weber, Jason Rebhun,
Jack Gross, Yehuda Farkas, and Sam Geiger.

Respondents.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation pursuant to New York Executive Law (“Exec. Law”) § 63(12) and New York General Business Law (“GBL”) §§ 349 and 350 into the Consumer Legal Group, PC (“CLG”) dba Tenants Counsel Network (“TCN”), Aryeh Weber who served as its President and Principal during the violations identified by OAG, and Jason Rebhun, Jack Gross, Yehuda Farkas, and Sam Geiger who acted in leadership positions at CLG-TCN. OAG finds that TCN’s solicitation, marketing, and representation of tenants violated Exec. Law § 63(12); GBL §§ 130, 349, 350, and 399-p; New York Judiciary Law (“Jud. Law”) §§ 479 and 482; New York Rules of Professional Conduct (“RPC”) 22 NYCRR § 1200, and the New York State Unified Court System’s website’s Terms of Use.

This Assurance of Discontinuance (“Assurance”) contains the findings of the OAG’s investigation, and the relief as to Weber and CLG as agreed to by the OAG and Respondents Weber and CLG, whether acting through its respective affiliates, directors, officers, employees,

representatives, and agents including Respondents Weber, Rebhun, Gross, Farkas, and Geiger (collectively, the “Parties”). CLG, Weber, Rebhun, Gross, Farkas, and Geiger will be referred to collectively as Respondents.

OAG’s FINDINGS

1. CLG is a law firm that represents itself as providing consumer debt relief and resolution, through debt validation and legal representation for individuals facing financial hardship.

2. CLG was the creation of Shloime (Solomon) Feig (“Feig”) and his brother-in-law Sam Geiger (“Geiger”) and others based on a model they learned from disbarred attorney Tony Diab (“Diab”). Feig used Jason Rebhun (“Rebhun”) as his attorney prior to establishing CLG, and in conjunction with other attorneys, for establishing CLG.

3. Feig worked with several merchant cash advance companies that provide financing for businesses that need immediate capital. He facilitated funding to Diab who created the Litigation Practice Group (“LPG”). LPG was a California law firm that purported to assist consumers with debt relief for a monthly subscription fee.

4. In 2019, Diab was disbarred from being an attorney after he was found to have misappropriated a client's \$375,000 settlement payment and forged a judge's signature. After his disbarment, Diab created LPG using licensed attorney Daniel Stephen March to hide his involvement in the enterprise by using March as the figurehead CEO, while in practice, Diab managed the business.

5. In 2021, Diab, on behalf of LPG, took merchant cash advances facilitated by Feig due to LPG’s liquidity issues. Feig, a non-attorney, was intrigued by Diab’s business model and increased his facilitation of financing into Diab’s companies. In return, Diab began to consult

with Feig on how LPG worked, and various models Feig and others could use to create a company in the debt relief field. For example, in a January 5, 2022 email, Diab proposed a model where a non-attorney would be paid through non-legal corporations that handled key parts of the business of the law firm such as payment processing and marketing. This would allow the non-attorney to solely hold the clients' payment information. Diab also proposed a variant where a "friendly" attorney chosen by the non-attorney would hold the position of majority shareholder in the law firm to prevent a hostile takeover of the law firm by other attorneys who might elect not to use the services of the non-attorney.

6. Starting in 2022 and increasing in 2023, Feig had a falling out with Diab as Diab failed to comply with his merchant cash advance agreements and was selling receivables from clients to multiple buyers including those affiliated with Feig. During LPG's subsequent bankruptcy proceeding in Central District of California, which was filed on March 20, 2023, it was discovered that Diab was running a Ponzi scheme and embezzling funds from LPG. Diab admitted in declarations in the bankruptcy proceeding to engaging in a Ponzi scheme and embezzling funds from LPG. Daniel Steven March, who was the figurehead CEO of LPG, was disbarred for his role in LPG.

7. While the OAG has found no evidence that Feig was aware of the Ponzi scheme, he was aware that Diab was a disbarred attorney making managerial decisions for LPG, and assisted Diab with financing and exploring possible joint ventures involving law firms providing debt relief to consumers. Feig knew or should have known that in New York (like in California) a lawyer cannot form a partnership with a non-lawyer if any of the activities consist of the practice of law. Feig explored and obtained legal advice on ways to structure a law firm that would provide debt relief to consumers using non-lawyers for certain services.

8. Feig selected the friendly attorney model option presented by Diab. Feig, with assistance from lawyers and non-lawyers, founded the Consumer Legal Group, PC (“CLG”) as a for-profit law firm incorporated in New York on May 18, 2022.

9. Geiger was brought on as the founding Chief Financial Officer of CLG.

10. Aryeh Weber (“Weber”) is an attorney licensed in New York who Feig asked to serve as the Founding Partner, President, and Principle of CLG. Weber primarily practiced real estate transactions and had no experience in consumer law. Weber is a family friend and neighbor to Geiger.

11. While CLG was the creation of Feig and others, it was Weber’s name on all the filings as law firms in New York must be owned and managed by licensed attorneys and cannot include non-lawyers as partners. Thus, Weber was legally responsible for managing CLG and had full ownership of CLG despite it being created by Feig and others.

12. Feig created two companies that a non-attorney could legally own and had control over the assets of CLG. First was LGS Clearing House which exclusively handled the payment processing for CLG that would have the list of clients and payment information. Second was LGS Holdco, LLC, which handled marketing and client acquisition for CLG.

13. After finding CLG’s model to be lucrative, Feig began to explore other potential areas of law where a friendly attorney model might work. He decided to open a business with the same model for tenants in housing court using the dba Tenants Counsel Network.

14. On Dec. 22, 2023, CLG received approval from New York State Department of State to do business as Tenants Counsel Network (“TCN”). As was done with CLG, all the filings named Weber as principal, but Feig and others conceived of TCN’s model. Feig, at the outset, made many management decisions for TCN including hiring, financing, and marketing.

15. TCN's use of an assumed name was done in violation of GBL § 130. TCN's Certificate of Assumed Name only permitted their operation in Brooklyn and required disclosure of the business address of 5308 13th Avenue, Suite 422, Brooklyn, NY 11219. TCN went beyond this and did business in all five boroughs without registering in New York County, Bronx County, Queens County, or Richmond County. Further TCN listed 140 Broadway, New York, NY as their business address in court filings instead of 13th Avenue. Finally, TCN's official name is "Tenants Counsel Network" while publicly they used "Tenant Counsel Network." This difference in spelling makes it much more difficult to locate TCN in the Department of State's public business entity database and qualifies as conducting business in an unregistered assumed name.

16. Similar to CLG, TCN used the "friendly attorney" structure with a business model as a for-profit law firm providing legal assistance to New York City tenants facing eviction for a monthly subscription fee.

17. TCN's model depended upon getting a large volume of clients despite the fact there were originally no landlord-tenant attorneys on staff. TCN's approach was to first invest in marketing.

18. TCN began marketing with a website on or around December 19, 2023. TCN's website included fictional testimonials from fake customers and false promises of expertise that the organization did not at the time have in violation of RPC 7.1.

19. The website failed to identify itself as attorney advertising, list a physical address, or disclose the identity of its attorneys or staff in violation of RPC 7.1.

20. TCN's website claimed the firm to be a specialty practice with "a comprehensive and nuanced command of NYC's housing laws" and claimed "thousands of dollars of overcharges

recovered” for tenants despite at that time having few attorneys, most attorneys they did have lacked expertise in landlord-tenant law, and at that time no records of recovering rent overcharges for their clients in violation of RPC 7.1(a)(1). Despite these statements, OAG’s review of TCN court filings found most cases lacking an attorney’s answer or motion practice.

21. TCN hired Nick Starlacci to bypass the New York City Housing Court’s Captcha protection to scrape data on tenants facing eviction from the court’s online filing system to obtain names and contact information of potential clients. Such collection of data violates the terms of service of the New York State Unified Court System’s website.

22. TCN escalated its marketing pace by hiring an outside company on or about December 2023 to mail solicitation letters to tenants whose information was collected from scraping the court’s website. TCN sent or caused to be sent 35,569 solicitation letters to tenants facing eviction in violation of RPC 7.3.

23. The solicitation letters sent to tenants had several different variations but shared a set of common features. All letters conveyed a sense of urgency – most begin with the sentence “a public record search shows that your landlord has filed a proceeding against you in NYC housing court.” The letters went on to advertise “experienced attorneys” in violation of RPC 7.4 as well as including language about TCN’s belief in “safe and dependable housing” and that they will “stop at nothing” or “do everything in their power” to defend their “NYC Community”.

24. One version bore a stamp at the top corners saying URGENT – LEGAL ACTION. And began “YOU ARE BEING EVICTED” before offering TCN’s services to the

consumer.



25. For many tenants, the direct mailing from TCN arrived before the court papers and therefore was the first notice the tenant received about the upcoming court case. TCN's inclusion of court papers with the marketing materials had the potential to confuse tenants into thinking that the solicitation was an official court document and that TCN was a court approved legal provider. By sending the solicitation before court papers were even served, TCN stopped some tenants from learning about the right to counsel program where tenants are eligible for free legal services from experienced landlord-tenant attorneys since those attorneys do not meet with unrepresented tenants until the first court date.

26. These letters are signed "the Legal Team" or in at least one variant by "J. Clarksburg" a name purporting to be an attorney.



27. J. Clarksburg is an entirely fictitious person and there is no attorney with that name licensed in the state of New York. Over 1,100 solicitations were mailed with the signature of the fictitious attorney in violation of RPC 7.1(c)(2).

28. None of the versions of the letter listed a New York State address; some of the envelopes used have a return address to a Massachusetts office park address that is connected to a third-party direct mailing company in violation of RPC 7.1(h). Telephone numbers on the letters are all virtual VOIP numbers not associated with any publicly found person or address.

29. At the inception of TCN, it had few experienced landlord-tenant attorneys on staff and TCN initially relied on per diem attorneys. This was inconsistent with their advertising that included language such as “talk to one of our experts” and promised specialized expertise.

30. On or about March 2024, TCN formed an internal sales team to take the data scrapped from the Court to market legal representation directly to tenants by telephone. TCN obtained the tenant phone numbers from Lexis-Nexis. TCN recruited the director of sales who then brought along former colleagues who were all hired as 1099 employees of CLG. The compensation for the marketing team was negotiated directly with Feig at its inception and all tools used for solicitation, including the customer relations management system, were purchased and maintained by TCN.

31. The marketing team received limited training and initially told tenants they were working for CLG or TCN. Despite this, TCN created email addresses for the marketers under the name “Unified Resolutions” despite no such company existing at that time.

32. In or about May 2024, TCN told the marketing team that TCN, as a law firm, was not allowed to have an internal sales team. Instead, TCN told the marketing team they would be working for a company called Unified Resolutions. At this time, the marketing team told consumers that they could “refer” people to TCN for representation even though the system for signing up consumers had not fundamentally changed.

33. At the same time, TCN told the director of sales to create a company named Unified Resolutions. While Unified Resolutions had the director of sales as its owner, for a period of time, it continued to work out of an office rented by CLG, employees were on CLG’s payroll as independent contractors, email was provided by CLG, the employees performed work exclusively for TCN, and the company was managed by TCN. Feig would personally check in with the supervisor of Unified Resolutions generally once a week to inquire how marketing was performing.

34. Unified Resolutions would cold call tenants facing eviction based on the scraped court data using scripts developed by TCN. Neither Unified Resolutions nor TCN was registered as a telemarketer with the State of New York as required under GBL § 399-pp. TCN through Unified Resolutions completed 21,788 outbound calls to tenants facing eviction as an unregistered telemarketer and in violation of PRC 7.3.

35. TCN would call some tenants facing eviction numerous times with some tenants reporting that they received over a dozen phone calls with multiple calls per day.

36. The marketing team employees would refer to themselves as “client managers” and told some potential clients that TCN offers subsidized legal services. TCN did not provide subsidized rates, and these statements led some potential clients to conclude TCN was a non-profit legal services provider.

37. In contravention of RPC 1.5, TCN had the non-attorney “client managers” explain the terms of the Engagement Agreement to potential clients leading clients to sign the Engagement Agreement without consultation or explanation from an attorney before they were permitted to talk to an attorney. When potential clients asked questions about the Engagement Agreement, some were provided incorrect information in summarizing and explaining the agreement.

38. When tenants asked about TCN’s legal staff, they were told there were “in house” private attorneys and that once an attorney was assigned that attorney would remain for the life of their case. This was misleading. Many TCN tenants did not know beforehand who would appear in court, and it often would change or would be per diem attorneys who at times were uninformed about the court case.

39. When asked about the identities of the attorneys associated with the firm, a TCN representative told one caller that they “can’t say, there are too many to name”. This was false as TCN, at its largest, only had six attorneys on staff.

40. As described above, the content of TCN’s marketing including website, direct mail, and telemarketing included deceptive business practices and false advertising to induce tenants to retain TCN as their attorney for eviction defense in violation of GBL §§ 349 and 350.

41. TCN’s use of in-house marketers to advertise to tenants was in violation of Jud. Law § 479 prohibiting unlawful soliciting on behalf of an Attorney; Jud. Law § 482 prohibition against employment by attorney of a person to aid in solicitation; RPC 7.1 prohibition against

deceptive or misleading advertisements such as claiming to be subsidized, use of fictional clients on website, failure to identify address and telephone number of the firm, and use of a fake attorney in written solicitations; and RPC 7.3 requirement that solicitations properly identify the party sending the solicitation and filing a copy with the appropriate attorney disciplinary committee.

42. TCN's success in the unlawful marketing to tenants facing eviction was greater than the success it achieved in representing tenants in court.

43. When TCN represented tenants, it at times did not adequately communicate in advance of court dates and frequently failed to show up to court. For example, TCN represented Ms. H for three months, but she had never talked to an attorney and her case kept being adjourned. When Ms. H would call TCN, it would go to voicemail, and no one would call her back despite paying TCN a monthly fee. Another example is Ms. E who, despite retaining TCN in April 2024, asked the court for permission to fire them from her case four months later as she had still never had the opportunity to meet with a TCN attorney.

44. OAG finds that TCN in certain instances violated RPC 1.1 requirement of competent representation including legal knowledge, skill, thoroughness, and preparation by failing to have experienced attorneys who were prepared for court and RPC 1.3 requirement that a lawyer shall act with reasonable diligence and not neglect a legal matter by failing to appear at court dates.

45. For example, Hon. Schiff issued a decision on May 21, 2024, finding that TCN failed to appear in court and that it had done so in other cases.

46. In another example, TCN put in a notice of appearance the day before court that they were representing a tenant who was receiving chemotherapy. TCN then failed to appear in court.

47. OAG's review of court files and discussions with TCN clients found numerous other examples of attorneys missing court appearances, tenants who were represented but who entered into agreements without assistance from an attorney, and tenants who had no meaningful conversations with an attorney despite retaining TCN.

48. TCN's solicitation confused some tenants who already had an attorney or did not want their representation. For example, one tenant informed the court that she did not want TCN to represent her as she believed they were a "scam" immediately after TCN put in a notice of appearance that they were representing her.

49. Respondent Weber and TCN violated RPC 1.16(d) by withdrawing from employment in a matter before that tribunal without obtaining its permission. TCN repeatedly filed a "Consent to Change Attorney" where TCN would change the attorney to the tenant. This is not permitted as found by Hon. Gurung in a Sept. 9, 2024 decision as attorneys may not drop clients by stipulation but instead must seek permission from the court by making a motion to withdraw as required by law.

50. Based on the findings above, OAG finds Respondent Weber and TCN repeatedly failed RPC 5.1 requirement that law firms make reasonable efforts to ensure that all lawyers in the firm conform to the rules of professional conduct and that TCN engaged in deceptive marketing and use of an unregistered in-house telemarketing in violation of RPC 8.4.

51. On Jun. 18, 2024, OAG served Respondents a notice of proposed litigation. After this notice, Respondents proceeded to cooperate with the OAG's investigation.

52. On Jul. 20, 2024, OAG and CLG on behalf of TCN entered an interim Assurance of Discontinuance where TCN agreed to refrain from advertising, soliciting, or being retained by new clients. All TCN clients were sent a notice informing them of their rights and that they had alternative options for representations. CLG on behalf of TCN abided by the interim Assurance of Discontinuance during the OAG's investigation.

53. On Jul. 24, 2024, CLG adopted bylaws electing Weber, Rebhun, and Jack Gross ("Gross") as directors with Weber holding 50 shares of common stock and Gross and Rebhun each having 25 shares.

54. On Sept. 23, 2024, Feig withdrew from doing business with CLG by settling through two of his companies with CLG for \$15 million for alleged services rendered and financing provided. OAG finds that Respondent Weber violated RPC 5.4 by partnering with Feig and sharing legal fees with a nonlawyer.

55. OAG finds that TCN and Weber as described herein are in violation of Exec. Law § 63(12); GBL §§ 130, 349, 350, and 399-p; Jud. Law §§ 479 and 482; 22 NYCRR § 1200 including RPC 1.1, 1.3, 1.5, 1.16(d), 5.1, 5.4, 7.1, 7.3, 7.4, and 8.4; and the terms of service of the New York State Unified Court System's website Terms of Use.

56. CLG represents that it has reviewed and reformed its practices concerning marketing and solicitation to conform with the requirements of Judiciary Law and the Rules of Professional Conduct proactively during OAG's investigation.

57. Respondents neither admit nor deny the OAG's findings in paragraphs 1-55 above (the "Findings"), but agree not to make any public statement about the Findings, including to the effect that a factual basis does not exist for the relief to which CLG and Weber have agreed herein.

58. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. THEREFORE, the OAG is willing to accept this Assurance pursuant to Exec. Law § 63(15), in lieu of commencing a statutory proceeding for violations of General Business Law, Judiciary Law, and Rule of Professional Conduct based on the conduct described above from Dec. 22, 2023, through the present day.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

RELIEF

59. Respondents shall not engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited General Business Law §§ 130, 349, 350, 399-p, Judiciary Law §§ 479 and 482, Rules of Professional Conduct 22 NYCRR § 1200, and the terms of service of the New York State Unified Court System’s website and expressly agree and acknowledge that any such conduct is a violation of the Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 64, *supra*, in addition to any other appropriate investigation, action, or proceeding.

60. Programmatic Relief:

- a. TCN will wind up its affairs and cease doing business by July 31, 2026. This includes:
 - i. CLG, on behalf of TCN, to provide at least 60-day written notice pre-approved by OAG to all existing TCN clients with active court cases that TCN will be closing. This notice should advise such clients that TCN is unable to continue representing them and that they will need to retain new counsel; inform such clients about relevant time limitations and time

frames important to their matter; inform such clients of alternative counsel including private and free legal services providers; and explain how such clients can obtain a free copy of their file and set forth a deadline for doing so.

- ii. TCN to make a motion to withdraw or substitute counsel as required by law in any active court cases; and
 - iii. TCN to cooperate with clients and replacement counsel in transferring relevant case files and documents.
- b. CLG will abstain from engaging in telemarketing as defined by GBL § 399-pp(2)(k) in New York for five years starting from the effective date of Assurance. Upon resumption of telemarketing, CLG will ensure compliance with the Rules of Professional Conduct, Judiciary Law, and General Business Law in any future use of telemarketing.
- c. CLG will not violate the New York State Unified Court System website's Terms of Use, including but not limited to using scraping or an automated program for the purpose of extracting data for any use.
- d. Respondents agree to provide the OAG with 30 days' advance written notice if they wish to do business with Feig or any company related to Feig either directly or indirectly, and agree that they will not engage in any such business if the OAG raises an objection within the 30 days. Respondent Rebhun may represent Feig as an attorney and provide legal advice and representation consistent with the New York Rules of Professional Conduct.

- e. CLG will comply with New York State Rules of Professional Conduct to the extent that it has not already established and implemented business practices that already comply.
- f. Weber has represented that he will be retiring from the practice of law. Weber will step down from CLG and divest of CLG shares by July 31, 2026 with proof of same to be provided to OAG within 10 days.
- g. Weber will wind up operations and close the Law Office of Aryeh Weber and will voluntarily submit his resignation from the practice of law in New York State under a non-disciplinary resignation by July 31, 2026 with proof of same to be provided to OAG within 10 days.
- h. Respondents agree to cooperate fully and promptly with OAG in any pending or subsequently initiated investigation, litigation, or other proceeding relating to the Findings. Such cooperation shall include, without limitation, and on a best effort basis:
 - i. production, voluntarily and without service of subpoena, upon the request of the OAG, of all documents or other tangible evidence requested by the OAG and any compilations or summaries of information or data that the OAG requests, except to the extent such production would require the disclosure of information protected by the attorney-client and/or work product privileges or violate any attorney ethical obligations;
 - ii. without the necessity of a subpoena, attending any Proceedings (as hereinafter defined) in New York State at which the presence of Respondent is requested by the OAG and answering any and all inquiries

that may be put by the OAG to any of them at any Proceedings or otherwise, except to the extent such production would require the disclosure of information protected by the attorney-client and/or work product privileges or violate any attorney ethical obligations;

“Proceedings” include, but are not limited to, any meetings, interviews, depositions, hearings, trials, grand jury proceedings, administrative hearings or other proceedings; and

- iii. fully, fairly and truthfully disclosing all information; producing all records and other evidence in his possession, custody or control; and providing sworn written statements relevant to all inquiries made by the OAG concerning the Findings, except to the extent such disclosure, production, or statements would require the disclosure of information protected by the attorney-client and/or work product privileges or violate any attorney ethical obligations.

- i. Acceptance of this Assurance by the OAG is not an approval or endorsement by OAG of any of CLG’s policies, practices, or procedures and the Respondents shall make no representation to the contrary.

61. Monetary Relief

- a. CLG shall refund \$172,257 (the “Refund Relief Amount”) to the former clients of TCN identified in Exhibit 1, who after review by OAG, are to receive a full or partial refund. CLG will take the following steps to provide refunds to these former TCN clients:

- i. Within 30 days from the effective date of this Assurance, CLG will contact via first class and certified mail return receipt requested, email, and telephone, if available, all former TCN clients on Exhibit 1. The notice must include TCN's name; TCN's contact information including mailing address, email, and telephone; amount of the refund and process to obtain the refund; any other information needed to obtain a refund; that the refund is the result of an Assurance with OAG; and the contact information for OAG if the former TCN client has questions and wishes to contact the OAG. Communication to be made in the former TCN client preferred language if known.
- ii. CLG will make reasonable efforts to contact former TCN tenants using information that is available to it and Respondents including using databases and resending letters if notified of a forwarding address within 75 days of the effective date of this Assurance.
- iii. CLG will provide the OAG a list of all former clients who have not received their refund payment with all available contact information along with what methods of prior contact have been made 120 days after the effective date of this Assurance.
- iv. CLG agrees that the OAG has the right to contact any former TCN clients on this list who have not received a refund. OAG will inform CLG of updated contact information and payment information to the extent it is received by OAG. CLG will update OAG of any additional refund payments made during the interim.

- v. After 180 days, CLG to send unclaimed refund funds to the New York State Comptroller's Office of Unclaimed Funds in a manner as required by law on behalf of former TCN clients who have not yet received their refund.
- b. CLG shall pay to the State of New York \$25,000 in penalties (the "CLG Penalty Amount"). Payment of the CLG Penalty Amount shall be made in full promptly upon execution of this Assurance.
- c. Weber shall pay to the State of New York \$10,000 in penalties (the "Weber Penalty Amount"). Payment of the Weber Penalty Amount shall be made in full promptly upon execution of this Assurance.
- d. Penalties shall be made by attorney check, corporate or certified check, or bank draft, which shall be made payable to the "State of New York" and shall reference Assurance No. 26-013; payments shall be addressed to the attention of Justin R. La Mort, State of New York, Office of the Attorney General, Housing Protection Unit, 28 Liberty Street, New York, NY 10005.
- e. CLG and Weber will deposit with their counsel \$207,257, at the time of the execution and delivery of this Assurance, which amount shall be held by their counsel in escrow until such time as CLG and Weber have complied with their refund and payment obligations as provided under paragraph 61(a)-(c). Within 10 days of the execution and delivery of this Assurance, CLG and Weber's counsel shall provide the OAG with proof of the escrowed deposit. Once CLG and/or Weber have complied with a particular refund or payment obligation, their counsel may return to CLG and/or Weber (as appropriate) the portion of the

escrowed funds corresponding with the satisfied refund or payment obligation.

Evidence of satisfied refund or payment obligation must include the proper name of the party owed the refund and proof the payment or refund has cleared. For the avoidance of doubt, CLG and Weber's counsel shall not release the escrowed funds unless Respondents provide proper evidence of satisfied refund or payment obligation or through written consent by the OAG.

- f. Upon default of paragraph 61(e), OAG will seek a monetary judgment for up to \$207,257 from CLG or Weber, as appropriate, plus collection fees of nine percent (9%) of any unpaid money at the time of the subsequent default, plus statutory cost of \$15. OAG will reduce the monetary judgment amount sought from CLG or Weber sought upon any default by the amount of payments each has made with respect to their payment obligations under this Assurance as of the date the monetary judgment is sought by OAG.

62. If CLG and Weber fail to timely and properly make payments as required by paragraph 61, the OAG shall provide CLG and Weber's counsel with written notice, by email of such failure. CLG and Weber's counsel to confirm receipt if received. OAG shall undertake reasonable efforts to confirm receipt if no confirmation is received. If CLG and Weber do not cure such failure within 30 days of the OAG's written notice, the OAG may demand that CLG and Weber pay to the OAG from the escrowed funds referenced in paragraph 61 the amount that CLG and Weber should have paid as required by paragraph 61. CLG and Weber are to comply with said demand within five business days. OAG reserves the right to seek damages for the default by CLG and Weber for failure to make payments including collection fees of nine

percent (9%) of any unpaid money at the time of the subsequent default, plus statutory cost of \$15.

63. Monitoring:

- a. CLG shall provide the OAG with a certification affirming its compliance with the requirements set forth in this Assurance, paragraph 60(a) on TCN ceasing operations to be submitted to the OAG by August 15, 2026. This certification shall be in writing and be signed by an authorized agent of CLG.
- b. CLG shall provide the OAG with a list of all former clients' owed refunds, the refund amount, and any contact information upon execution of this Assurance.
- c. CLG shall provide OAG an update 60 and 120 days after the execution of this Assurance on which former TCN clients have successfully received refunds. The 120-day notice must comply with paragraph 61(a)(iv).
- d. CLG shall provide OAG with a certificate affirming refunds have been completed within 270 days after execution of the Assurance including names of former TCN clients, amount of refunds, and whether the refunds were received by the former client or New York State Comptroller's Office of Unclaimed Funds. This certification shall be in writing and be signed by an authorized agent of CLG.
- e. CLG expressly agrees and acknowledges that a default in the performance of any obligation under this paragraph is a violation of the Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 64, *infra*, in addition to any other appropriate investigation, action, or proceeding, and that evidence that the Assurance has been violated shall

constitute prima facie proof of the statutory violations described in paragraph 55, pursuant to Exec. Law § 63(15).

MISCELLANEOUS

Subsequent Proceedings:

64. Respondents expressly agree and acknowledge that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 78, and agrees and acknowledges that in such event, the OAG may pursue such investigation, civil action, or proceeding against the Respondent(s) who violated this Assurance or whose obligation(s) were voided, and in that event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;
- b. the OAG may use statements, documents or other materials produced or provided by the Respondents prior to or after the effective date of this Assurance; and
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that the applicable Respondent(s) irrevocably and unconditionally waive(s) any objection based upon personal jurisdiction, inconvenient forum, or venue.

65. If a court of competent jurisdiction determines that a Respondent has violated the Assurance, that Respondent shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

66. Nothing in this Assurance forecloses Respondents from taking any factual or legal position in any other legal proceeding.

Effects of Assurance:

67. This Assurance is not intended for use by any third party in any other proceeding.

68. This Assurance is not intended, and should not be construed, as an admission of liability by any Respondent.

69. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondents. Respondents shall include any such successor, assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.

70. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

71. Any failure by the OAG to insist upon the strict performance by a Respondent of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Respondent.

72. Effective as of the Effective Date of the Assurance, and subject to CLG-TCN and Weber complying with their obligations under the Assurance, the OAG releases Respondents (including their successors in interest, assignors, assigns, insurers, officers, directors, shareholders, employees, and attorneys) from any and all claims, controversies, causes of action, or other liabilities that (i) are within the scope of matters that fall within the OAG's ability to

pursue and enforce, and (ii) are premised on facts, circumstance or conduct that occurred prior to the Effective Date of the Assurance and directly related to the Findings described in paragraphs 1-55 of the Assurance.

Communications:

73. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 26-013, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

If to the Respondent(s), to:

Christopher Harwood, counsel for Respondents,
Morvillo Abramowitz Grand Iason & Anello, P.C.,
565 Fifth Avenue, New York, NY 10017,
charwood@maglaw.com

If to the OAG, to:

Justin R. La Mort,
Assistant Attorney General,
28 Liberty Street, New York, NY 10038,
justin.lamort@ag.ny.gov,
or in his absence, to the person holding the title of
Bureau Chief, Housing Protection Unit.

Representations and Warranties:

74. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by the Respondents and their counsel and the OAG's own factual investigation as set forth in Findings, paragraphs (1)-(55) above. The Respondents represent and warrant that neither they nor their counsel has made any material representations to

the OAG that are inaccurate or misleading. If any material representations by Respondents or their counsel are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

75. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by the Respondents in agreeing to this Assurance.

76. Respondents represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved. Respondents further represent and warrant that Consumer Legal Group dba Tenants Counsel Network, by Jack Gross, as the signatory to this Assurance, is a duly authorized officer acting at the direction of the Board of Directors of Consumer Legal Group.

General Principles:

77. Unless a term limit for compliance is otherwise specified within this Assurance, the obligations applicable to a given Respondent under this Assurance are enduring. Nothing in this Agreement shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

78. Nothing contained herein shall be construed to limit the remedies available to the OAG if a Respondent violates a term or condition of the Assurance applicable to the Respondent after its effective date.

79. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

80. If any one or more of the provisions contained in this Assurance shall for any reason be held to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the

OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

81. Respondents acknowledge that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

82. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

83. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

84. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

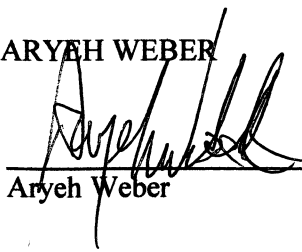
85. The effective date of this Assurance shall be May 20, 2026.

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LETITIA JAMES
Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

By: Justin La Mort
Justin R. La Mort, Esq.
AAG, Housing Protection Unit

ARYEH WEBER



Aryeh Weber

STATE OF NEW YORK)

COUNTY OF KINGS) ss.:

On this ~~10th~~ ^{15th} day of MAY, 2026, Aryeh Weber personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, appeared before the undersigned and acknowledged to me that he/she executed the within instrument by his signature on the instrument.

Sworn to before me this 15th day of May, 2026


NOTARY PUBLIC

TEDDY WEBER
Notary Public, State of New York
No. 24-4763505
Qualified in Kings County
Commission Expires May 31, 2026

JACK GROSS

Jack Gross

Jack Gross

STATE OF New York)
COUNTY OF Queens) ss.:

On this 12th day of May, 2026, Jack Gross personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, appeared before the undersigned and acknowledged to me that he/she executed the within instrument by his/her signature on the instrument.

Sworn to before me this
12th day of May, 2026

Jahira Magnus

NOTARY PUBLIC

JAHIRA BADORA MAGNUS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA0043934
Qualified in QUEENS County
Commission Expires 11/18/2029

SAM GEIGER



Sam Geiger

aka stinson

STATE OF NY)
COUNTY OF Kings) ss.:

On this 17 day of may, 2026, Sam Geiger personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, appeared before the undersigned and acknowledged to me that he executed the within instrument by his signature on the instrument.

Sworn to before me this
14 day of may, 2026


NOTARY PUBLIC

GEDALIA MARYL
Notary Public - State of New York
No. 01MA6226310
Qualified in Kings County
My Commission Expires Aug. 09, 2026

CONSUMER LEGAL GROUP, PC

By:

[Signature]
Jack Gross
Managing Partner

STATE OF New York)

COUNTY OF Queens) ss.:

On the 12th day of May in the year 2026 before me personally came Jack Gross to me known, who, being by me duly sworn, did depose and say that he reside(s) in 480 W. 246th St Bronx NY [if the place of residence is in a city, include the street and street number, if any, thereof]; that he is the Managing Partner of Consumer Legal Group, the corporation described in and which executed the above instrument; that he know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his names thereto by like authority.

Sworn to before me this 12th day of May, 2026

[Signature]
NOTARY PUBLIC

JAHIRA BADORA MAGNUS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA0043934
Qualified in QUEENS County
Commission Expires 11/18/2029