

ATTORNEY GENERAL OF THE STATE OF NEW YORK  
CHARITIES BUREAU

In the Matter of the

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

VERA HOUSE, INC.

and

VERA HOUSE FOUNDATION, INC.

Respondents.

Assurance No. 25-037

**ASSURANCE OF DISCONTINUANCE**

The Office of the Attorney General of the State of New York (“OAG”) commenced an inquiry (the “Inquiry”) of Vera House, Inc. (“Vera House”) and the Vera House Foundation, Inc. (“Vera Foundation”; Vera House and the Vera Foundation are referred to collectively as “Vera”), pursuant to Section 8-1.4 of the Estates, Powers and Trusts Law (“EPTL”), Article 7-A of the Executive Law, and Section 112 of the Not-for-Profit Corporation Law (“N-PCL”) to determine whether a proceeding or action should be instituted against Vera House and Vera Foundation for failing to file all required reports with the OAG’s Charities Bureau (the “Charities Bureau”).

This Assurance of Discontinuance (the “Assurance”) contains the findings of the Inquiry and the relief agreed to by the OAG and Vera. The OAG’s determination that the relief provided for in this Assurance is appropriate is based on, among other things, Vera’s cooperation with the Inquiry, the steps Vera took prior to the commencement of the Inquiry to reform its operations, and the representations and commitments that Vera has made to resolve the issues identified

during the Inquiry, including, without limitation, the reforms that Vera has agreed to implement that are set forth herein.

### **OAG'S FINDINGS**

1. Vera House is a not-for-profit corporation incorporated pursuant to the laws of New York in 1976. Its principal place of business is in Syracuse, New York. Vera House is recognized by the Internal Revenue Service as exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code and is classified as a public charity. Vera House is registered with the Attorney General's Charities Bureau as required by Article 7-A of the Executive Law and Section 8-1.4 of the EPTL.

2. Vera Foundation is a not-for-profit corporation incorporated pursuant to the laws of New York in 1991. Its principal place of business is in Syracuse, New York. The Vera Foundation is recognized by the Internal Revenue Service as exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code and is classified as a public charity. The Vera Foundation is registered with the Attorney General's Charities Bureau as required by Article 7-A of the Executive Law and Section 8-1.4 of the EPTL.

3. Vera House's mission is to prevent, respond to and partner with other organizations to end domestic and sexual violence and other forms of abuse. Its primary activities are: (i) running emergency shelters for men, women and children and providing them with meals, clothing and personal items; (ii) providing counseling for children, adolescents and adults who have been impacted by domestic violence and sexual abuse; and (iii) providing educational programs concerning a variety of topics related to the prevention of sexual abuse and domestic violence.

4. Vera House is located in Syracuse, New York and provides services to the residents of Syracuse and Onondaga County, as well as the residents of surrounding counties in Central New York. Vera House is the largest not-for-profit charitable organization in Onondaga County approved by the New York State Office of Children and Family Services to provide shelter, and related services, to those affected by domestic violence and sexual abuse and the only such shelter in Onondaga County approved to provide residential shelter services. It is relied upon by victims and those affected by sexual violence every day.

5. Vera Foundation was formed to solicit and maintain funds for Vera House and other similar charitable organizations providing services for victims of domestic violence and sexual abuse.

6. During the fiscal years from 2020 through 2025 (“the Inquiry Period”), Vera House had annual revenue that exceeded \$1 million each year.

7. During the Inquiry Period, Vera Foundation had annual revenue exceeding \$250,000 in 2022 and 2024, but had less than \$250,000 in revenue in 2023.

8. During the Inquiry Period, Vera House served thousands of individuals annually, including providing individuals affected by domestic violence or sexual abuse over 10,000 bed nights in 2024 alone. Vera House also provides legal services for its beneficiaries, assisting its clients with obtaining orders of protection and appearances in Family Court, operates a 24-hour hotline that handles over 7,500 calls annually, has 2 therapists on staff to provide therapy services, and offers a variety of counseling and educational programs for its constituents and the community. In addition, Vera House employs a team of nurses who are on staff 24 hours a day to provide services to victims of sexual assault.

9. Vera House is funded from both public and private funding sources, including several state and local agencies that provide grants to it, including state agencies that receive federal funding, other not-for-profit organizations, and donations from individual donors.

#### Vera's Recent Organizational and Administrative Challenges

10. Although it continued to provide services in 2020 and subsequent years, Vera House has faced several organizational and administrative challenges since 2020. As set forth in more detail below, those challenges largely arose out of a decision by former management of Vera House that negatively impacted its relationship with its public and private funders and eventually led to significant turnover amongst its staff, including staff in leadership positions. The staff departures further affected Vera House's ability to keep accurate financial records, to properly process the vouchers necessary to be reimbursed by governmental funders, and to prepare financial reports in accordance with generally accepted accounting principles that could be audited in accordance with generally accepted auditing standards.

11. In 2020, Vera House hired an individual to work as a victim advocate who had a criminal record that classified him as a level 2 sex offender. The individual was a pastor in the community and was a co-founder of the Clergy Emergency Response Team ("CERT") in Syracuse, a group of volunteers who purportedly act as "unofficial first responders for the community in times of crisis." This individual was hired by Vera House despite his status as a sex offender based on a criminal conviction in 2000 for sexual activity with 15- and 16-year old boys, which was known to senior management at Vera House at the time he was hired. Vera House hired this individual, apparently based on its determination that he had not had any subsequent convictions and had been serving the community in his role with CERT. Information

about his status as sex offender was not shared with others at Vera House beyond those involved in the hiring process.

12. In July 2022, however, a local television news program ran a profile on the victim advocate and, after that reporting, several members of the public raised concern about him working for Vera House. In or about late July or early August 2022, those public inquiries led Vera House to reconsider its relationship with the individual and Vera House terminated his employment. Around the same time, the fact that a level 2 sex offender was working at Vera House was the subject of several news reports in the Syracuse area. After that reporting, a number of key staff members, as well as members of Vera House's board, resigned, and the Executive Director, who had knowledge of and approved the hiring of the individual, was suspended. Vera House then conducted an internal investigation into the hiring process and, as a result of that investigation, made a number of reforms to its administrative processes, particularly with respect to hiring.

13. Vera House's then Executive Director, who had served in the position for over 20 years, resigned in September 2022. Since the Executive Director's departure, every other member of executive leadership at Vera House at the time of the individual's hiring and employment has also left the organization.

14. The staff and leadership departures had a number of serious implications for Vera House. The loss of personnel with institutional knowledge about the financial operations affected Vera House's ability to keep adequate records, manage its grants and provide required reports to its funders, particularly its governmental funders, and the Charities Bureau. The personnel changes also had an adverse impact on Vera House's reputation in the community it serves and with its public and private funders. In addition, the State agency that provided Vera House with

the funding that paid the victim advocate's salary required Vera House to reimburse it for the amounts paid to Vera House for that position.

#### The Community Foundation Fund

15. In late 2022, the Vera Foundation determined to create a fund with the Central New York Community Foundation ("CNY Community Foundation"), a charitable organization, to hold assets totaling approximately \$4.1 million that the foundation had previously used for investments. The determination was made to create the fund so that the CNY Community Foundation could invest the assets and disburse them to support victims of domestic violence and other sexual abuse. The fund that the Vera Foundation established with the CNY Community Foundation has earned close to \$500,000 in returns. Over the course of 2023 and 2024, approximately \$3.6 million from the fund at the CNY Community Foundation was used to make grants to Vera House to support its operations when, because of the issues described above, it was not receiving the same level of support from public and private funders.

#### Vera's Failure to File Required Reports

16. Vera House and Vera Foundation were unable to file timely and/or complete annual reports required by EPTL § 8-1.4 and Article 7-A of the Executive Law for 2022 and 2023 because Vera House's accounting records were not maintained in a manner suitable to verify the financial performance of Vera House for a formal audit by an independent auditor. In particular, Vera Foundation did not file any annual report with the Charities Bureau for 2022 and 2023 and, while Vera House did file annual reports for those years, its 2022 report was filed late and its 2023 report did not include the required audit report. Moreover, because of the poor state of its records, Vera House will not be able to obtain an audit report from a certified public accountant for 2024 and potentially will not be able to do so for 2025.

17. Despite the turnover in staff and its failures with respect to record keeping and grants management, Vera House was able to continue providing services to its charitable beneficiaries during the Inquiry Period.

18. The issues that prevented Vera House and the Vera Foundation from filing complete annual financial reports for 2023, i.e., with the required audit and review reports, and that will prevent Vera House from filing such reports in 2024 and potentially will prevent it from doing so in 2025, arose out of actions of former employees, officers, directors and key persons of the organizations.

#### New Leadership Makes Reforms at Vera

19. Beginning in late-2024, both Vera House and the Vera Foundation have completely replaced their leadership teams, both at the officer and board levels. As set forth in more detail below, under the direction of the new leadership teams, Vera has taken a number of significant steps to improve the organization's policies and procedures, working with various State and local governmental agencies that provide funding to Vera House to do so.

20. In the Spring of 2024, Vera first engaged an outside accounting and professional service firm to assist it in getting its bookkeeping and financial records in order. In December 2024, Vera House appointed a new Chief Executive Officer. In February 2025, Vera determined that it needed to accelerate the pace of the work to clean up its records and engaged the services of a new outside accounting and professional service firm (in place of the firm hired in 2024) to handle all its bookkeeping and related accounting work and to update its internal control policies and its financial procedures, and has had its management, as well as the finance committee of its Board, meet weekly with that firm to ensure that the new controls and financial reporting are working as intended. Vera House has also worked to reestablish its relationships with community

and governmental partners. It is now working closely with the local District Attorney's office again and has added representatives from some key partners, including representatives of other local not-for-profit organizations and public agencies, to the Vera House Board.

21. As a result of the reforms that it has made, the new employees that it has put in place, the outside accounting firm it has retained, and the new leadership that Vera House now has, as well as the enhanced oversight by its board and the board of the Vera Foundation, Vera House is now keeping accurate financial records and has begun to eliminate the backlog in submitting vouchers for funding to its governmental funders. Other not-for-profit organizations that had suspended their funding of Vera House have now resumed funding it and Vera House is working to satisfy additional reform requests made by its governmental funders. Vera House's outside accounting firm is working with the goal of having its financial records for 2025 in shape to have them audited in accordance with generally accepted auditing standards, however, it is not yet clear if it will be able to meet that goal since it did not commence work until after the beginning of the year and, as discussed above, the records had not been kept properly during periods before their retention. The accounting firm's work should enable Vera House and the Vera Foundation to file all required annual filings and audited financial statements for 2026 and subsequent years.

#### Vera's Cooperation

22. During the Inquiry, the officers and boards of directors (the "Boards") of Vera House and the Vera Foundation cooperated with OAG and began making a number of the reforms that are required by this Assurance. In addition, Vera voluntarily produced documents to the OAG and met with the OAG on numerous occasions to discuss the concerns raised in the Inquiry. In addition, Vera House has made its financial consultants available for interviews by



OAG and has provided the OAG with drafts of its proposed amended policies, including its financial controls policies, and with financial reports. OAG has considered the cooperation of the Vera House management and the Boards in determining that the relief set forth in this Assurance is appropriate.

#### Inadequate Oversight by Prior Board

23. The Inquiry found that, during the Inquiry Period until mid-2024, Vera House operated without sufficient oversight by its Board and with inadequate policies and procedures. During that period, the members of the Board did not adequately govern the organization and oversee the organization's finances. In addition, the Board did not ensure that Vera House had adopted all necessary policies and had prepared annual reports in the manner required. For example, Vera House did not maintain complete financial records, which prevented its auditors, from preparing audited financial statements compliant with generally accepted auditing standards for 2023 and will likely prevent it from preparing such statements for 2024 and, potentially, 2025.

#### EPTL § 8-1.4(h) Application

24. Vera House and Vera Foundation have each filed a written application with the Charities Bureau requesting that the filing of annual financial reports for 2023, 2024 and 2025 be suspended, certifying, under penalty of perjury, that: (i) the beneficiaries they serve will not be prejudiced thereby; and (ii) periodic reports for those time periods are not required for supervision by the Attorney General in light of the specific undertakings and representations by Vera House and the Vera Foundation in this Assurance. Vera House and Vera Foundation have each filed a written application with the Charities Bureau requesting that the filing of annual financial reports for 2023, 2024 and 2025 be suspended, certifying, under penalty of perjury,

that: (i) the beneficiaries they serve will not be prejudiced thereby; and (ii) periodic reports for those time periods are not required for supervision by the Attorney General in light of the specific undertakings and representations by Vera House and the Vera Foundation in this Assurance.

#### Effect on Vera House's Beneficiaries

25. OAG has determined that the services provided by Vera House and funded by the Vera Foundation are critical to the victims of domestic abuse in the Syracuse area, who are the charitable beneficiaries that Vera House and the Vera Foundation serve, and there are no other organizations in the area capable of fully providing such services if Vera House cannot do so.

26. OAG has determined that the interests of the charitable beneficiaries that Vera House and the Vera Foundation serve would be furthered if those organizations continue to receive governmental funding and support from grantors and donors. In particular, OAG has determined that denying the applications to suspend the filing of annual financial reports for 2023, 2024 and 2025 would impair the ability of Vera House and the Vera Foundation to receive such funding and to serve their charitable beneficiaries.

#### Effect on OAG Supervision

27. Based on the cooperation of the current representatives of Vera House and the Vera Foundation, including without limitation, their current employees, officers, and directors, in such Inquiry, the reforms that Vera House and the Vera Foundation have made, and the commitments they are making in this Assurance, OAG has determined that its ability to supervise Vera House and the Vera Foundation as charitable not-for-profit organizations subject to its oversight will not be adversely affected by the suspension of the filing of annual financial reports for 2023, 2024 and 2025.

## **LEGAL FINDINGS**

28. Pursuant to EPTL § 8-1.4, charitable entities such as Vera House and the Vera Foundation are required to properly administer themselves and their charitable assets and, pursuant to EPTL § 8-1.4(m), OAG may bring a proceeding to secure the proper administration of any charitable entity formed under the laws of New York. Here, in violation of EPTL § 8-1.4, Vera House and the Vera Foundation failed to administer themselves and their charitable assets properly by, *inter alia*, failing to file the annual reports with the Charities Bureau required by the EPTL and the Executive Law and, with respect to Vera House, failing to keep accurate books and records.

29. Pursuant to Executive Law § 172-b, all charitable organizations that are required to be registered with OAG and have annual gross revenue in excess of one million dollars must file with OAG an annual written financial report that shall be accompanied by “an annual financial statement which includes an independent certified public accountant’s audit report containing an opinion that the financial statements are presented fairly in all material respects and in conformity with generally accepted accounting principles.” Vera House is a charitable organization that is required to file annual reports with OAG and, because it had over one million dollars in annual revenue in 2023, was required to include an audit with its annual filing, but, in violation of Executive Law § 172-b, failed to do so for 2023 and likely will fail to do so for 2024 and, potentially, 2025, as well.

30. In addition, pursuant to Executive Law § 172-b, all charitable organizations that are required to be registered with OAG and have annual gross revenue between two hundred and fifty thousand dollars and one million dollars shall file an annual financial report that “shall be accompanied by an annual financial statement which includes an independent certified public

accountant's review report in accordance with 'statements on standards for accounting and review services' issued by the American Institute of Certified Public Accountants" and prepared in conformity with generally accepted accounting principles. Vera Foundation is a charitable organization that is required to file annual reports with OAG and, because it had over two hundred and fifty thousand dollars, but less than one million dollars, in annual revenue in 2022, was required to file a review report with its annual report, but, in violation of Executive Law § 172-b, failed to file an annual report in 2022 and 2023.<sup>1</sup>

### **AGREEMENT TO RELIEF**

31. Vera House and the Vera Foundation admit the findings set forth in paragraphs 1 – 30 above.

32. Vera House and the Vera Foundation agree to the relief and other agreements contained in this Assurance.

33. 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 Executive Law § 63(15) in lieu of commencing a statutory proceeding pursuant to the N-PCL, EPTL and Executive Law, based on the information described above during the Inquiry Period.

34. Based on Vera's cooperation and its confirmation that it has taken steps to remedy issues of concern to the OAG, including preparation of policies that address the administrative and governance issues identified during the Inquiry, the OAG has determined that the Inquiry may be resolved by the terms of this Assurance set forth below in paragraphs 35 through 67.

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<sup>1</sup> Vera Foundation did not separately file an accountant's review for 2022, but the audit report filed by Vera House for 2022 was a consolidated audit that included Vera Foundation's financial statements.

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

**RELIEF**

35. Suspension of Reports. Pursuant to EPTL 8-1.4(h) and Executive Law § 63(15), OAG has determined to suspend the requirement for Vera House to make the annual financial filings for 2023, 2024 and 2025 required under EPTL § 8-1.4 and Article 7-A of the Executive Law and, as a result, finds that Vera House may properly certify compliance with EPTL § 8-1.4(d), (f) & (g), as well as the registration requirements of Article 7-A of the Executive Law, in public reporting, in grant, contract, voucher submissions, and in responding to Requests for Proposals, Notices of Fund Availability, and any other funding or payment requests.

36. Filing Vera Foundation's 2022 and 2023 Annual Reports. Within 60 days of the effective date of this Assurance, Vera Foundation shall file annual financial reports with OAG's Charities Bureau for the years 2022 and 2023, along with all required schedules and accompanying documents, including, without limitation, copies of its Form 990s for 2022 and 2023 and its review report for 2022.

37. General Injunction. Vera House and the Vera Foundation shall not engage, or attempt to engage, in violations of any applicable laws, including, but not limited to, the EPTL, Executive Law and N-PCL, and expressly agrees and acknowledges that any such conduct will be deemed violation of this Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 33, in addition to any other appropriate Inquiry, action, or proceeding.

Governance and Policy Changes and Required Reporting:

38. For three years from the effective date of this Assurance, Vera House shall not terminate its relationship with the external accounting and consulting firm it has hired to assist it

with its financial recordkeeping, accounting and internal control procedures without:

(a) retaining another firm with similar experience and capabilities or hiring employees with sufficient experience and capabilities to perform the functions currently performed by the external accounting and consulting firm; and (b) obtaining the express written consent of OAG to make such a change in advance of doing so.

39. Within 60 days of the effective date of this Assurance, Vera House shall provide OAG with a detailed accounting manual which outlines its accounting policies and procedures and which ensures consistency, accuracy and compliance with financial reporting (the “Manual”). The Manual shall serve as a reference guide for employees and shall detail how to handle accounting tasks and transactions. The Manual shall also document Vera House’s internal control structure. Within 60 days of the effective date of this Assurance, Vera House shall also provide OAG with draft internal financial control policies (the “Internal Control Policy”) that set forth enhanced procedures for, among other things: (i) maintaining books and records; (ii) showing authorizations for withdrawals and expenditures; (iii) obtaining approval in writing for accounts payable; (iv) proper tracking and collections of grants received by the organization; (v) board authorization and oversight with respect to the use of the organization’s bank accounts, debit cards, credit cards and cash; and (vi) a records retention and disposition policy. The Internal Control Policy shall also address the safeguarding of Vera House’s assets and shall address the separation of duties for staff that handle accounting transactions. Upon OAG’s approval of the Manual and the Internal Control Policy, which approval Vera House is required to obtain, Vera House shall adopt the Manual and Internal Control Policy. Vera House agrees to not modify the Manual and the Internal Control Policy in any material way for a three-year period following the effective date of this Assurance unless it provides OAG with a copy of

the proposed modified Manual or Internal Control Policy for its review and obtains OAG's written approval for the modification.

40. During the eighteen-month period beginning on the effective date of this Assurance, Vera House and the Vera Foundation shall provide OAG with financial statements in the form of a Statement of Financial Condition, Statement of Activities and a Statements of Cash Flow. Such financial statements shall be provided on a monthly basis for the first three months after the effective date of this Assurance and quarterly thereafter. Such financial statements shall be emailed to OAG no later than fifteen days after the end of the month or quarter to which such reports relate.

41. Vera House shall designate a senior member of management (the "Compliance Official") to (a) assure that its policies and procedures related to financial controls, including without limitation, the policies set forth in Paragraph 39 above, are implemented and complied with and (b) annually certify that all employees have received training regarding the policies and procedures related to financial controls.

42. Vera House's annual audit plan shall include a provision for a review of the effectiveness of their policies and procedures related to financial controls.

43. On an annual basis, prior to making their annual filings with OAG's Charities Bureau, Vera House's chief financial officer (or Compliance Official if it has no chief financial officer) shall certify, in writing, to the Boards of Vera House and Vera Foundation that Vera House has (a) effective policies and procedures in place related to financial controls and (b) complied with those policies and procedures related to financial controls. These certifications shall be retained indefinitely.

44. All new members of the board of directors (the “Boards”) of Vera House and the Vera Foundation must, within ninety days of being elected to the Board, complete a training program that is substantially equivalent to the training required to obtain the Certificate of Non-Profit Board Education from BoardSource ([www.boardsource.org](http://www.boardsource.org)) and provide confirmation of the successful completion of such to Vera and such proof shall be maintained with its corporate records.

45. Every year, beginning with Fiscal Year 2025, that they are required to file an IRS Form 990, CHAR 500 or other filing with the IRS or the Attorney General’s office, Vera House and the Vera Foundation shall ensure that such filings are timely made and include all required documents, including without limitation, all schedules and all required audits or financial reviews, provided, however, that Vera House’s requirement to submit an audited financial report for Fiscal Year 2025 shall be suspended as set forth above. Vera shall also ensure that draft copies of such filings, including without limitation, its IRS Form 990 and its CHAR500, as well as copies of its most recent audited annual financial statements and/or review reports, as required, and any correspondence to and from the auditors are provided to each member of their Boards before the tax returns are finalized and shall request that each director sign a certification that they have reviewed the documents. Vera shall ensure that all such draft documents are provided to the members of their Boards of Directors so that they have sufficient time to review the drafts before they are filed.

46. Vera House and the Vera Foundation shall each cause a copy of this Assurance and all its organizational documents, including, without limitation, its certificate of incorporation and by-laws, and a copies of the Attorney General’s guides for directors and trustees of not-for-profit corporations, *Right from the Start: Responsibilities of Directors of Not-For-Profit*



*Corporations and Internal Controls and Financial Accountability for Not-for-Profit Boards*

(copies of which are available for download at

[https://www.charitiesnys.com/guides\\_advice\\_new.html](https://www.charitiesnys.com/guides_advice_new.html)), or any replacement publication, to be provided to each current director on their Board and to each new director who is appointed to their Board. Within one month of the Effective Date of this Assurance with respect to existing directors or, with respect to new directors, prior to their participation in a Board meeting, each director shall sign a certification that he or she has read the foregoing materials.

47. Acceptance of this Assurance by OAG is not an approval or endorsement by OAG of any of Vera's practices or procedures, and Vera shall make no representation to the contrary.

Record Keeping Requirements:

48. Vera House and the Vera Foundation shall each retain all records relating to its operations and its obligations hereunder, including its approval of expenses, training materials, board minutes, and other activities as set forth herein, for six years or any longer period required by its Records Retention and Disposition Policy. At any time within six years of the date of this Assurance, Vera shall, upon thirty (30) days written notice from the OAG, provide all documentation and information necessary for OAG to verify compliance with this Assurance.

**MISCELLANEOUS**

Subsequent Proceedings.

49. In any subsequent Inquiry, investigation, civil action, or proceeding by the OAG to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 55, *infra*, Vera expressly agrees and acknowledges:

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

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

Effects of Assurance:

51. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of Vera House and the Vera Foundation. Vera House and the Vera Foundation shall cause this Assurance to be adopted in any such transfer agreement. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of OAG.

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

53. Any failure by the OAG to insist upon the strict performance by Vera 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 Vera.

Communications:

54. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 25-037, 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 Vera, to:

Meagan E. Dean  
McGivney Kluger Clark & Intoccia, P.C.  
100 Madison Street, Suite 1640  
Syracuse, New York 13202  
[medean@mcgivneyandkluger.com](mailto:medean@mcgivneyandkluger.com)

In the event that Meagan E Dean is no longer representing Vera, the OAG may provide any notices or other communications directly to Vera unless the OAG is notified, pursuant to this paragraph, that new counsel has been appointed.

If to the OAG, to:

James G. Sheehan  
Steven Shiffman  
Office of the Attorney General  
Charities Bureau  
28 Liberty Street, 19<sup>th</sup> Floor  
New York, NY 10005  
[james.sheehan@ag.ny.gov](mailto:james.sheehan@ag.ny.gov)  
[steven.shiffman@ag.ny.gov](mailto:steven.shiffman@ag.ny.gov)

or in their absence, to the person holding the title of Bureau Chief of the Charities Bureau in the Office of the Attorney General.

Representations and Warranties:

55. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to OAG by or on behalf of Vera and the OAG's own factual Inquiry as

set forth in the Findings, paragraphs 1 - 30 above. Vera represents and warrants that neither it nor its agents or representatives have made any material representations to the OAG that are inaccurate or misleading. If any material representations by Vera or its agents or representatives are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

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

57. Vera House and the Vera Foundation each represents and warrants, through the signature of Patricia Matthews, the Chief Executive Officer of Vera House and a trustee on the Board of Vera Foundation, below, that the terms and conditions of this Assurance have been duly approved by their Boards, and that the execution of this Assurance is duly authorized.

General Principles:

58. Unless a term limit for compliance is otherwise specified within this Assurance, Vera's obligations under this Assurance are enduring. Nothing in this Assurance shall relieve Vera of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

59. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that Vera violates the Assurance after its Effective Date.

60. This Assurance of Discontinuance represents a voluntary agreement, which OAG accepts in lieu of commencing a civil action against Vera.

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

62. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction 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.

63. Vera acknowledges that it has entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel. Vera further acknowledges that it has freely and voluntarily relied on the advice of the same counsel, knowingly waiving any conflicts of interest.

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

65. 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.

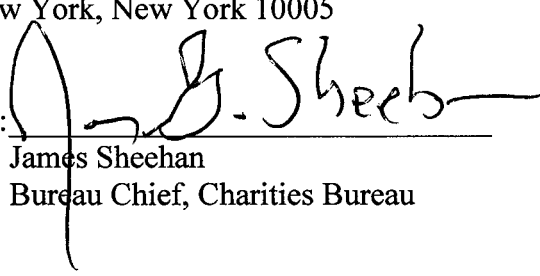
66. This Assurance may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

67. The effective date of this Assurance shall August 6, 2025 (the "Effective Date").

LETITIA JAMES

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

By:

  
James Sheehan

Bureau Chief, Charities Bureau

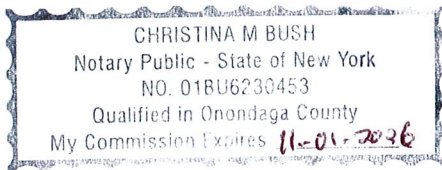
By: Patricia Matthews

STATE OF NEW YORK }  
COUNTY OF Onondaga } SS.:  
}

On this 6<sup>th</sup> day of August, 2025, Patricia Matthews, known personally to me or proved to me on the basis of satisfactory evidence to be the Chief Executive Officer of Vera House, Inc. ("Vera House"), appeared before the undersigned and acknowledged to me that she, as such officer and being authorized so to do, executed the within instrument for the purposes therein set forth, on behalf of Vera House, by her signature on the instrument.

Sworn to before me this  
6 day of August, 2025

Quoted m/h  
NOTARY PUBLIC



Vera House Foundation, Inc.

Patricia Matthews  
By: Patricia Matthews

STATE OF NEW YORK }

COUNTY OF Onondaga }

} ss.:

On this 6<sup>th</sup> day of August, 2025, Patricia Matthews, known personally to me or proved to me on the basis of satisfactory evidence to be a trustee on the Board of Trustees of Vera House Foundation, Inc. ("Vera Foundation"), appeared before the undersigned and acknowledged to me that she, as such officer and being authorized so to do, executed the within instrument for the purposes therein set forth, on behalf of Vera Foundation, by her signature on the instrument.

Sworn to before me this  
6<sup>th</sup> day of August, 2025

Christina M Bush  
NOTARY PUBLIC

