

ATTORNEY GENERAL OF THE STATE OF NEW YORK
HOUSING PROTECTION UNIT

In the Matter of

Assurance No. 25-038

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

Kevin McCray,

Respondent.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation pursuant to Executive Law 63(12) into Kevin McCray’s violation of NYC Department of Building (“DOB”) rules and regulations that included submitting unreviewed applications, plans and other documents to DOB on the behalf of the Basic Group that in at least one instance were intended by Basic Group to defraud DOB. This Assurance of Discontinuance (“Assurance”) contains the findings of the OAG’s investigation and the relief agreed to by the OAG and Respondent Kevin McCray (collectively, the “Parties”).

OAG’s FINDINGS

1. Kevin McCray is a licensed architect NYS License No. 024548, with a business address of 34 Willis Avenue, 1st Floor, Mineola, NY 11501.
2. McCray came to the attention of the OAG as part of an investigation into BlueSky Management NY, LLC and Steven Kashanian aka Steven Kachanian (“BlueSky”).

3. Prior to the pandemic, McCray primarily worked on architectural projects on Long Island for smaller single family residential buildings. When the pandemic was declared there was less of this work available.
4. Accordingly, in or about March 2021, McCray began to do work in New York City, including with a filing representative named the Basic Group (“Basic”) who was working with BlueSky.
5. McCray was introduced to Basic through Nanik Massand, an engineer who also files with DOB. Massand is currently suspended for two years by DOB from submitting any filings and has voluntarily agreed to a permanent suspension of his professional certification privileges.
6. Massand and Basic, through Wing Huang, agreed with McCray that Basic would create all submissions for McCray to DOB with McCray solely submitting documents under his professional certification privileges. They agreed that McCray would not review or otherwise supervise these submissions. This arrangement was suggested to McCray by Basic and Massand and McCray was not the originator of this scheme.
7. McCray communicated with Basic’s owner Wing Huang, who is not a licensed architect or engineer to further this arrangement by submitting unreviewed and unsupervised filings. He also communicated with Andrew Zheng, Alan He, and Jackson Wang who were employees of Basic and either not licensed architects or engineers or did not have professional certification privileges.
8. The professional certification program rules and regulations do not allow this type of arrangement where the design professional neither prepares nor reviews the submissions. Entities like Basic benefit from this arrangement because they are usually unlicensed and

can get submissions through the approval process quicker and circumvent certain requirements imposed by the Code.

9. Professional certification is a program established by DOB where construction and related documents may be accepted with less than full examination by the department based on the professional certification of an applicant who is a registered design professional. *See* Admin. Code § 28-104.2.1. It allows an architect or engineer of record and his or her associates to file applications and other documents with DOB where DOB will rely upon the truth and accuracy of the statements contained in the construction application made by them. *See* RCNY 1, § 21-01(b). Any submission under the professional certification program requires that the construction documents be prepared by the architect or engineer or under his or her supervision. 1 RCNY § 21-02(a)(2). The rule prohibits the architect or engineer from delegating their professional responsibilities to a person where the architect or engineer knew or had reason to know that such person was not qualified, by training, by experience or by licensure, to perform them. *Id.*
10. McCray's and Basic's arraignment is also in violation of the New York City Construction Code ("Code").
11. In general, the Code was enacted to provide reasonable minimum requirements and standards for the regulation of building construction in the city of New York in the interest of public safety, health, welfare and the environment. *See* NYC Admin. Code § 28-101.2. To further this goal, the Code requires a written permit to be obtained where any work is done to construct, enlarge, alter, repair, move, demolish, remove or change the use or occupancy of any building or structure in the city, or to erect, install, alter,

repair, remove, convert or replace any gas, mechanical, plumbing, fire suppression or fire protection system in or in connection therewith. *See* NYC Admin. Code § 28-105.1.

12. DOB will not issue a permit until submission of all required construction documents for such work, and that submission is approved or professionally certified. *See* NYC Admin. Code §28-104.1. These construction documents, whether professionally certified or not, must be prepared by or under the supervision of a registered design professional. *Id.*
13. To ensure that the construction documents are prepared by or under the supervision of a registered design profession, an applicant must certify in writing when applying for a permit that to the best of the applicant's knowledge and belief, the construction documents submitted comply with the provisions of the Code or previous version of the Code if applicable. *See* NYC Admin. Code. § 28-104.8.1. This necessarily means that the design professional is certifying that they have prepared or at least reviewed the construction documents for compliance with the Code.
14. It is illegal to knowingly or negligently make a materially false statement in any certificate, professional certification, form, signed statement, application, or report that is submitted directly to the department. *See* NYC Admin. Code § 28-211.1.
15. DOB is empowered to bar any person from submitting documentation to them when that person has been found to have knowingly or negligently made a false statement or to have knowingly or negligently falsified or allowed to be falsified any certificate, form, signed statement, application, or report. *See* NYC Admin. Code § 28-211.1.2.
16. From March 2021 through June 2022, McCray filed a total of 57 jobs associated with Basic and of those, 4 were on behalf of BlueSky at 657 East 187 Street, BX and 191 Bedford Avenue, BK. The vast majority of McCray's jobs were professionally certified

filings and as agreed upon by him and Basic, he neither prepared nor reviewed any of these submissions.

17. This led to McCray unknowingly being involved with a fraud that Basic attempted to perpetrate on DOB at 191 Bedford Avenue, Brooklyn NY (“Bedford”).¹
18. Bedford is a five-story building that contains 17 apartments and one commercial space. The commercial space is on the bottom floor with one apartment.
19. On December 23, 2021, BlueSky, through a single purpose entity, purchased Bedford with the intention of renovating it.
20. BlueSky hired Basic to assist in drafting and filing plans with DOB for the renovations. McCray never met BlueSky.
21. As Basic and its design professional were not licensed to professionally certify applications under the limited supervisory program with DOB, Basic instead hired McCray to submit filings with DOB without proper professional review. Basic drafted all plans without McCray’s supervision and McCray merely put his stamp on filings so that Basic could benefit from his professional certification privileges with DOB.
22. In February 2022, Basic drafted architectural plans that they had McCray submit to DOB with his professional certification privileges (“First Plan”). McCray did not supervise the drafting of the plan, nor did he review them before submitting.
23. Bedford is located in the Greenpoint-Williamsburg anti-harassment area that requires a landlord to obtain a Certificate of No Harassment (“CONH”) from the NYC Department of Housing Preservation and Development in order to have architectural plans approved

¹ The OAG and DOB have only reviewed the submission for Bedford and do not know whether there was additional fraud perpetrated upon DOB in McCray’s name at other buildings where Basic prepared the submissions.

that, amongst a list of activities, indicates any alteration to bedroom count, changes apartment size, moves walls or alters the location of the bathrooms.

24. The First Plan altered the bedroom count, changed apartment size, moved walls and altered the location of the bathrooms and therefore required a CONH. Based on the professional certification under DOB's limited supervisory program, a permit was issued despite no CONH being issued, but DOB was able to catch the lack of CONH and issued a Stop Work Order ("SWO").
25. To lift the SWO, Basic drafted new plans ("Second Plan") that did not alter the bedroom count, change apartment size, move walls or alter the location of the bathrooms. In or about early 2023, Basic had McCray submit the Second Plan using his professional certification privileges. McCray also filed a certification that the Second Plan was modified such that a CONH was not required allowing for the removal of the SWO. McCray never supervised nor reviewed these submissions.
26. BlueSky represented to the OAG that they were not made aware that Basic had modified the plans to not alter the bedroom count, not change apartment size, not move walls or not alter the location of the bathrooms. Instead, once the SWO was lifted, BlueSky continued renovations on Bedford that conformed with the First Plan. McCray was not aware of any of this as he had no contact with BlueSky.
27. Bluesky completed the renovations, but the work did not conform to the Second Plan which was the plan approved by DOB. Accordingly, in or about October 2023, Basic drafted new plans ("Third Plan") that were almost identical to the First Plan that required a CONH and had McCray file the Third Plan using his professional certification privileges. McCray did not supervise the drafting or review of the Third Plan.

28. Basic had McCray file the Third Plan using his professional certification privileges hoping that DOB would not catch that a CONH was required and would get final approval by DOB for the renovations that would conform to the Third Plan. McCray was not aware of this fraud although he had an obligation to review all filings with DOB that he was certifying.
29. On or about October 2024, DOB caught the lack of CONH for the renovations at Bedford, conducted an audit of both the plumbing and general construction filings, and issued an Intent to Revoke all Approvals and Permits for each filing because no CONH had been obtained.
30. OAG finds that McCray's failure to supervise or review submissions to DOB that, in at least one instance was intended by Basic to perpetrate fraud on DOB, are in violation of Executive Law § 63(12), NYC Admin. Code §§ 28-104.1, 28-104.8.1, 28-211.1; and 1 RCNY § 21-02(a)(2).
31. McCray admits the OAG's Findings, paragraphs 1 - 30 above.
32. 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 for violations Executive Law § 63(12), NYC Admin. Code §§ 28-104.1, 28-104.8.1, 28-211.1; and 1 RCNY § 21-02(a)(2) based on the conduct described above from March 1, 2021 through present.

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

RELIEF

33. Injunction: McCray shall be restrained and enjoined, commencing on the effective date of this Assurance and lasting the duration of his lifetime, from directly or indirectly appearing before DOB or submitting any applications, plan or any other document to DOB whether in a professional or personal capacity, other than for his personal residence, if any. McCray may, with the approval from DOB's Special Enforcement Team, appear before DOB or submit applications, plans or other documents in order to resolve any applications already filed with DOB through December 31, 2025.

34. Cooperation: McCray shall cooperate fully and promptly with the OAG or DOB in any pending or subsequently initiated investigation, litigation or other proceeding relating to Basic, Nanik Massand, or BlueSky, or any related entities; and any of Basic, Massand or BlueSky's employees, officers, agents or contractors. Such cooperation shall include, without limitation, and on a best effort basis:

- a. production, voluntarily and without service of subpoena, upon the request of the OAG or DOB, of all documents or other tangible evidence requested by the OAG or DOB and any compilations or summaries of information or data that the OAG or DOB requests that McCray prepare, except to the extent such production would require the disclosure of information protected by the attorney-client and/or work product privileges;
- b. without the necessity of a subpoena, attending any Proceedings (as hereinafter defined) in New York State at which the presence of McCray is requested by the OAG or DOB and answering any and all inquiries that may be put by the OAG or DOB 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; “Proceedings” include, but are not limited to, any meetings, interviews, depositions, hearings, trials, grand jury proceedings, administrative hearings or other proceedings; and

- c. 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 or DOB concerning Basic or BlueSky.

35. Monetary Relief

- d. Monetary Relief Amount with Suspended Payment: McCray shall pay to the State of New York \$100,000.00 in penalties (the “Monetary Relief Amount”).

However, based on McCray’s cooperation in this investigation, the OAG agrees to suspend payment of the entire Monetary Relief Amount so long as he does not violate any provisions of this Assurance.

- e. In the event McCray violates this Assurance in any way, the OAG may commence a proceeding or action in Supreme Court seeking a judgment for the Monetary Relief Amount along with any statutory interest allowed. The OAG may also seek additional relief against McCray either pursuant to this Assurance or any other provision of law.

MISCELLANEOUS

Subsequent Proceedings.

- 36. McCray expressly agrees and acknowledges 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 41, and agrees and acknowledges that in such 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 McCray prior to or after the effective date of this Assurance;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that McCray irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue.
- d. evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

37. If a court of competent jurisdiction determines that McCray has violated the Assurance, McCray 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.

Effects of Assurance:

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

39. Any failure by the OAG to insist upon the strict performance by McCray 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 McCray.

Communications:

40. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 25-038, and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at the address designated in writing below, and shall be addressed as follows:

If to the Respondent, to: Kevin McCray, 34 Willis Avenue, 1st Floor, Mineola, NY 11501, (631) 912-6212, mccrayarchitect@gmail.com.

If to the OAG, to: Brent Meltzer, Chief, Housing Protection Unit, 28 Liberty Street, New York, NY, (212) 416-6096, brent.meltzer@ag.ny.gov, or in his absence, to the person holding the title of Unit Chief, Housing Protection Unit.

Representations and Warranties:

41. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by McCray and the OAG's own factual investigation as set forth in Findings, paragraphs 1 - 30 above. McCray represents and warrants that he has not made any material representations to the OAG that are inaccurate or misleading. If any material representations by McCray are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.
42. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by McCray in agreeing to this Assurance.

General Principles:

43. Unless a term limit for compliance is otherwise specified within this Assurance, McCray's obligations under this Assurance are enduring. Nothing in this Agreement

shall relieve McCray of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

44. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that McCray violates the Assurance after its effective date.
45. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.
46. In the event that 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.
47. McCray acknowledges that he has entered this Assurance freely and voluntarily and upon due deliberation and that the OAG notified him that he was allowed to obtain the advice of counsel.
48. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.
49. 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.
50. 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.

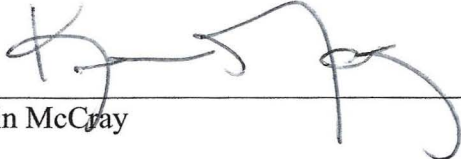
51. The effective date of this Assurance shall be September 4, 2025.

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

By: 

Brent Meltzer, Esq.
Chief
Housing Protection Unit

KEVIN MCCRAY


Kevin McCray

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On this 8th day of September, 2025, Kevin McCray, 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
8th day of September, 2025


NOTARY PUBLIC

VERONICA MAGRI NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01MA6295578 Qualified in Suffolk County Commission Expires January 6, 2026
