SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ONONDAGA

THE PEOPLE OF THE STATE OF NEW YORK, by LETITIA JAMES, Attorney General of New York, ONONDAGA COUNTY, NEW YORK, and the CITY OF SYRACUSE, NEW YORK,

Plaintiffs,

-against-

WILLIAM D'ANGELO and MARPAT, LLC,

Defendants.

Consent Order

Index No. 007822/2023

WHEREAS, plaintiffs, the People of the State of New York (the "State"), acting by and through by their attorney, Letitia James, Attorney General of the State of New York, Onondaga County, New York (the "County"), and the City of Syracuse, New York (the "City") commenced this action on July 27, 2023, by filing a complaint against defendants William D'Angelo and Marpat, LLC (the "D'Angelo Defendants") pursuant to New York Executive Law § 63(12) and General Business Law § 349 alleging, *inter alia*, false disclosures and violations of Article X of the Onondaga County Sanitary Code, Chapters 27 and 54 of the Revised General Ordinances of the City of Syracuse, known as the Property Conservation Code of the City of Syracuse and the Lead Abatement and Control Ordinance of the City of Syracuse, respectively, the New York State Property Maintenance Code, New York State Real Property Law § 235-b(1), the New York State Public Health Law and its attendant regulations, the U.S. Environmental Protection Agency's ("EPA") implementing lead disclosure

regulations. 40 C.F.R. Part 745, Subpart F; the U.S. Department of Housing and Urban Development's implementing lead disclosure regulations. 24 C.F.R. Part 35, Subpart A; and the EPA's implementing regulations governing residential property renovation, 40 C.F.R. Part 745, Subpart E; and

WHEREAS, on June 18, 2024, this Court entered a Consent Order and Judgment ("Consent Judgment") at the request of the State, City, County, and the D'Angelo Defendants; and

WHEREAS, the Consent Judgment imposed numerous obligations on the D'Angelo Defendants involving a process of identifying and correcting lead-based paint hazards at 18 of the D'Angelo Defendants' rental properties, with the involvement of a monitor approved by the New York State Office of the Attorney General ("OAG"), OAG-approved work plans, and EPA-certified firms to complete work to address lead-based paint hazards;

WHEREAS, the Consent Judgment required the D'Angelo Defendants to complete lead hazard control projects at all 18 of the specified properties within 18 months of June 18, 2024; and

WHEREAS, the D'Angelo Defendants violated the Consent Judgment by, among other things, failing to complete all lead hazard control projects within 18 months of June 18, 2024; conducting lead hazard control work without an OAG-approved work plan and without oversight by the OAG-approved monitor; and

WHEREAS, on August 5, 2026, the State filed a motion for contempt against the D'Angelo Defendants based on the D'Angelo Defendants' failure to comply with the Consent Judgment in such numerous respects; and

WHEREAS, the D'Angelo Defendants have cured some, but not all, manners in which the State has alleged the D'Angelo Defendants are out of compliance with the Consent Judgment; and

WHEREAS, the D'Angelo Defendants have expressed an intention to sell all remaining rental properties and exit the rental property business; and

WHEREAS, the State and the D'Angelo Defendants have agreed on a process by which the D'Angelo Defendants may cure their remaining non-compliance with the Consent Judgment; and

WHEREAS, the City and County agree with the proposed process agreed upon by the State and the D'Angelo Defendants by which the D'Angelo Defendants may cure their remaining non-compliance with the Consent Judgment; and

WHEREAS, this Court, having considered the matter, finds that the D'Angelo Defendants have violated the Consent Judgment, grants the State's Motion; and

ORDERS that the D'Angelo Defendants may cure such violations by complying with the terms of this Consent Order; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

1. For purposes of this Consent Order, certain terms are defined as follows:

a. The term "Priority Property" shall refer to a property identified as a "Priority Property" in the Consent Judgment. Each of the following is a Priority Property, all of which are in the City of Syracuse, State of New York:

215 Barrett Street
113 Davis Street
221 Davis Street
212-214 Delaware Street
553 Delaware Street
231 Fitch Street
337 Fitch Street
1111 Geddes Street
104 Hartson Street
115 Hartson Street
110-112 Herriman Street
121 Hoefler Street
313 Hoefler Street
213 Kellogg Street
117 Merriman Street
1116.5 Park Street
527-529 Seymour Street
122 Whittier Street

b. "Remaining Property" refers to a Priority Property where lead hazards have been identified in a risk assessment conducted in accordance with the Consent Judgment, but where the lead-based paint hazards identified in the corresponding risk assessment report have not been corrected and cleared as of the Date of Entry. Each of the following is a Remaining Property:

113 Davis Street
221 Davis Street
212-214 Delaware Street
553 Delaware Street
231 Fitch Street
115 Hartson Street
110-112 Herriman Street
121 Hoefler Street
313 Hoefler Street
213 Kellogg Street

c. "D'Angelo Property" shall refer to each and every residential rental property owned by D'Angelo and/or Marpat, LLC as of the Date of Entry of this Consent Order, including but not limited to each of the Priority Properties and Remaining Properties.

d. The "Monitor" shall have the meaning ascribed to it in the Consent Judgment.

e. The "Date of Entry" means the date on which this Consent Order is entered by the Court Clerk.

f. "EPA-certified firm" shall refer to a firm certified according to the meaning defined in the United States Environmental Protection Agency's Renovation, Repair, and Painting Rule as codified at 40 C.F.R. § 745.89 and incorporated into the City of Syracuse Lead Abatement and Control Ordinance, Chapter 54 of the Revised General Ordinances of the City of Syracuse, §§ 54-9 through 54-11.

2. The D'Angelo Defendants shall be allowed to sell the remaining D'Angelo Properties provided they do so in compliance with the terms of this Consent Order.

3. Prior to the sale of any D'Angelo Property, D'Angelo must inform OAG, in writing, of the identity of each proposed buyer of any D'Angelo Property(ies). Such notice by D'Angelo shall include:

a. the name and business address of every individual or entity who shall take title to such property;

b. for every entity who will be a buyer, the names and business addresses of each owner or member of such entity; and

c. the address(es) of any property(ies) owned by such proposed buyer(s).

4. The State shall have the right to review and approve any proposed buyer(s) of a D'Angelo Property, in consultation with the City and County, to determine such proposed buyer's fitness as a residential rental property owner in New York. OAG's approval of a proposed buyer shall not be unreasonably withheld.

5. After receipt from D'Angelo of the buyer-related information described above, OAG shall then have 10 business days to review such buyer. OAG shall notify D'Angelo, in writing, within 10 business days of being notified by D'Angelo of the identity of a potential buyer, whether OAG approves such buyer. If OAG fails to provide notice to D'Angelo within such time, OAG will be deemed not to have approved such buyer(s) for the proposed property transfer.

6. As mandated by the Consent Judgment, D'Angelo must provide each prospective buyer of a D'Angelo Property with a complete, accurate lead disclosure statement, a copy of any risk assessment report concerning such property, and an EPA lead information pamphlet.

7. For each Remaining Property where lead hazards have been identified in a risk assessment report, but not yet controlled at the proposed time of sale, the buyer of such property must enter into an agreement with the State prior to closing on the property transfer transaction, in which the buyer agrees to control all lead hazards identified in the risk assessment report within 60 days of the date of closing

if the property is occupied; and within 120 days if the property is not then occupied. Such agreement will require the buyer(s) to hire an EPA-certified firm to perform all lead-based paint related work to address lead hazards at such property, unless the buyer is EPA-certified and agrees to perform the work in full compliance with the federal Renovation, Repair and Painting Rule (40 C.F.R. Part 745), the City Lead Ordinance, and Onondaga County Sanitary Code. Such agreement will prohibit the buyer(s) from renting the property (if not occupied), and from collecting rents (if occupied), until all lead hazards are cleared to U.S. Department of Housing and Urban Development standards in conformance with the City Lead Ordinance. Each agreement contemplated by this paragraph shall be in a form substantially similar to that attached hereto as Appendix A. Such agreement shall provide that extensions of time for a buyer to comply will not be unreasonably withheld provided the buyer is diligently addressing the lead hazards. Any extension of time must be requested by the buyer prior to its lapse and granted by OAG in writing.

8. In the event that D'Angelo does not close on the sale of a Remaining Property within 90 days of the Date of Entry, the following conditions apply:

a. For any occupied property, D'Angelo must hire an EPA-certified firm to correct all lead hazards at such property. D'Angelo must hire and pay a Monitor to oversee such work and perform visual inspection and dust clearance testing. The Monitor's hiring, role and obligations shall be overseen by OAG and consistent with those set forth for the Monitor in the Consent Judgment, including approval by OAG.

b. D'Angelo shall be responsible for all costs associated with the EPA-certified firm and the Monitor, including but not limited to labor and materials necessary for addressing all lead hazards, monitoring, and clearance testing, as well as all other costs of D'Angelo's compliance with this Consent Order.

9. The following penalties shall apply if the D'Angelo Defendants fail to comply with any terms of this Consent Order:

a. If the D'Angelo Defendants perform any work to correct lead hazards at any of the D'Angelo Properties by themselves, without hiring an EPA-certified firm to perform such work, the D'Angelo Defendants shall be liable for a penalty to the State of $37,500 per property where such unauthorized work was performed; and

b. D'Angelo Defendants shall be liable for a penalty to the State of $100 per day for any property in which the terms of this Consent Order have not been complied with in any other manner.

10. After all of the D'Angelo Properties have been sold, each of the D'Angelo Defendants are permanently prohibited from being involved in the management of any of the D'Angelo Properties, and may not own or manage any other residential rental property in New York State.

11. If any D'Angelo Property is cited by the City for any violation of the City Code, or by the Onondaga County Health Department for any violation of the County Code after the Date of Entry, the D'Angelo Defendants shall correct such violations

in accordance with such City or County Code. In no event shall D'Angelo perform any work at any property that disturbs lead-based paint and requires work to be performed by an EPA-certified firm.

12. To the extent this Consent Order conflicts with any provision or requirement of the Consent Judgment, this Consent Order shall supersede and govern. In all other respects where this Consent Order does not conflict with the Consent Judgment, the Consent Judgment shall remain in full effect.

13. The OAG shall report on the D'Angelo Defendants' compliance with this Consent Order in 190 days from the Date of Entry.

14. To the extent not addressed in this Consent Order, the State's Motion is denied in all other respects.

SO AGREED:

For Plaintiff People of the State of New York,
by Letitia James, Attorney General of New York:

Patrick B. Omilian, Assistant Attorney General
New York State Office of the Attorney General

For Plaintiff Onondaga County, New York

Robert A. Durr, Onondaga County Attorney

For Plaintiff City of Syracuse, New York

Susan R. Katzoff, Corporation Counsel

For William D'Angelo and Marpat, LLC

William D'Angelo

State of New York)
) ss.
County of Onondaga)

On the 12 day of November 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared William D'Angelo, 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 and who acknowledged that he was authorized to sign this Consent Judgment for each listed entity.

NOTARY PUBLIC

NATALIA MARIA HINMAN
Notary Public-State of New York
No. 01HI0007465
Qualified in Onondaga County
Commission Expires 05/12/2027

Commission Expires: 05/12/2027

Counsel for William D'Angelo and Marpat, LLC

Scott Iseman
Iseman PLLC
59 Franklin Street
Saratoga Springs NY 12866

APPROVAL BY COURT

APPROVED FOR FILING and SO ORDERED this 19 day of Nov., 2026.

Hon. Joseph E. Lamendola