

STATE OF NEW YORK  
SUPREME COURT: COUNTY OF ORANGE

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THE PEOPLE OF THE STATE OF NEW YORK by  
LETITIA JAMES, Attorney General of the State  
of New York,**CONSENT ORDER  
AND JUDGMENT**

Petitioner,

-against-

Index No.

EF001052-2026

BOURNE & KENNEY REDEVELOPMENT COMPANY, LLC,  
NEWFIELD REAL ESTATE INVESTOR SERVICES, LLC,  
EMMANUEL KAZANAS, J. CHRISTOPHER DALY, and  
WILLIAM DEIGNANRespondents.  

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**WHEREAS** Petitioner, the State of New York, by its Attorney General Letitia James (“the Attorney General”) commenced this special proceeding by Order to Show Cause signed by the Court on February 3, 2026, supported by the Verified Petition, verified by Vinita Kamath on February 2, 2026, the Affirmation of Justin L. Haines, Assistant Attorney General, affirmed on February 2, 2026, and exhibits thereto, and the memorandum of law in support (the “Proceeding”).

**WHEREAS** Petitioner subsequently filed amendments to the Petition on February 4, 2026 in order to substitute All County Management, LLC for All County Property Management, Inc. and on February 27, 2026, by stipulated consent of the parties on February 27, 2026, in order to remove All County Management, LLC, as a party, add the parties Newfield Real Estate Investor Services, LLC, Emmanuel Kazanas, J. Christopher Daly, and William Deignan, and add claims for the appointment of a receiver pursuant to Exec. Law § 63(12) and CPLR § 6401 and Exec.

Law § 63(12) illegality for Respondents' unfair, deceptive, and abusive acts or practices pursuant to GBL § 349 with civil penalties pursuant to GBL § 350-d (the "Amended Petition");

**WHEREAS** the Attorney General alleges in the Amended Petition that Respondents Bourne & Kenney Redevelopment Company, LLC, New Field Real Estate Investor Services, LLC, Emmanuel Kazanas, J. Christopher Daly, and William Deignan engaged in illegality in violation of Executive Law ("Exec. Law") § 63(12) by committing deceptive, abusive, unfair, and otherwise unlawful business practices in its operation of the Kenney Apartments, a low-income housing tax credit affordable housing complex located at 55 Walsh Road, Newburgh, New York 12550, by violating the Property Maintenance Code of the State of New York, the City of Newburgh Code of Ordinances, Real Property Law ("RPL") § 235-b ("implied warranty of habitability"), and General Business Law ("GBL") §§ 349, and 350-d;

**WHEREAS** Respondents' counsel does not represent Respondent J. Christopher Daly ("Respondent Daly"), formerly the President and Managing Member of Respondent Bourne & Kenney Redevelopment, LLC, and Respondent Daly is no longer associated in any way to this property. Accordingly, Petitioner agrees to remove Respondent Daly from the caption;

**WHEREAS** the Parties desiring to avoid costly and protracted litigation, have conferred on the matter, and have voluntarily agreed, as indicated by their signatures, to resolve the Proceeding without adjudication of facts or law and according to the terms set forth herein.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED,**  
and the Parties do hereby stipulate and agree, as follows.

## DEFINITIONS

- A. **Proceeding** means *People of the State of New York v. Bourne & Kenney Redevelopment Company, LLC, et al.*, Orange County Supreme Court, Index No. EF001052-2026, filed on February 2, 2026.
- B. **Code Compliance** means the collectively the City of Newburgh Department of Code Compliance and the Building Department, and any department within the supervision of the Code Compliance Supervisor and Building Inspector.
- C. **Consent Order** means this Agreement between the Parties in the Proceeding to resolve the Proceeding, which is entered and so ordered by this Court.
- D. **Effective Date** means the date the Court signs and enters the Consent Order.
- E. **Including** means including but not limited to.
- F. **OAG** means Office of the Attorney General of the State of New York.
- G. **Parties** means the OAG and Respondents.
- H. **Petition** means the Petition filed by the Petitioner to commence the Proceeding, including any amendments, corrections, or supplements thereto.
- I. **Petition Date** means February 27, 2026.
- J. **Petitioner** means the People of the State of New York, by Letitia James, Attorney General of the State of New York.
- K. **Respondents** means the Respondents Bourne & Kenney Redevelopment Company, LLC, Newfield Real Estate Investor Services, LLC, Emmanuel Kazanas, and William Deignan.
- L. **Subject Property** is the property subject to this Consent Order, which is a residential complex owned by Respondents, referred to generally as the “**Kenney Apartments**”, and located at 55 Walsh Road in Newburgh, New York. For the avoidance of doubt, the Subject Property does not include the Bourne Apartments, another property currently owned by Respondent Bourne & Kenney Redevelopment Company, LLC, within the same residential complex.

## INJUNCTIVE RELIEF

1. Respondents shall not knowingly and intentionally violate or attempt to violate any applicable laws including but not limited to New York Executive Law § 63(12); New York General Business Law § 349; the Code of Ordinances of the City of Newburgh; the New York State Property Maintenance Code; and New York Real Property Laws §§ 235-b (warranty of habitability) and 223-b (retaliation).

2. Respondents shall correct all outstanding violations contained in the annexed **Schedule A** within thirty (30) days of the Court’s so-ordering this Consent Decree, in accordance

with the remediation and certification process outlined below in Paragraph 8. Violations referenced in the Amended Complaint and not listed on Schedule A have been cured and removed of record by the City of Newburgh. The Parties agree that violations assessed for conditions in vacant units are not subject to this Consent Judgment, provided that Respondents do not re-let those vacant units until the violations are deemed closed.

3. Respondents conducted mold remediation in the bathrooms of Units 60 and 62, pursuant to the mold remediation plan issued by Tristate Mold Solutions, Inc. on May 13, 2026 with all mold remediation work acknowledged as complete.

4. As part of the compliance reporting detailed in paragraph 21 of this Order, Respondents shall list all units to which Respondents have been unable to obtain access to conduct repairs required by this Order, including any documented efforts to reach tenants in such units. In the event Respondents are unable to gain access to a unit thereafter, Respondents shall attempt to contact a tenant to obtain access at least once by written notice, by email where tenant's email address known to Respondents, or delivery to the tenant's apartment, and once by in-person attempt.

5. Respondents' inability to complete repairs in a unit to which access has not been granted despite at least two such attempts to obtain access (once by written notice and once by in-person attempt) shall not constitute a violation of this Consent Order.

6. A code violation issued by the City of Newburgh after entry of this Consent Order shall not constitute a material breach of this Consent Order unless not cured within the time provided for in the Code for correction of such violation, and the time to judicially contest such violation has expired or a final determination sustaining the violation has been issued by a Court of competent jurisdiction.

7. In the compliance reporting detailed in paragraph 21 of this Order, for each violation issued by the City, including those identified in Exhibit A, Respondents shall list all repairs made and identify whether the City of Newburgh Code Compliance found the respective violation cured. Delays in re-inspection by the City of Newburgh to assess the correction of violations issued by the City, and Respondents' on-going efforts to resolve any outstanding violation shall be considered in assessing whether a material violation of the Consent Order has occurred.

8. In connection with the reporting obligation detailed in paragraph 21 of this Order, Respondents shall submit a certification in the form annexed hereto as Exhibit B to OAG confirming that all repairs have been made to correct a violation issued by the City of Newburgh and Respondents have requested reinspection for same. For purposes of this Consent Order, such violation shall be deemed corrected upon the submission of Respondents' certification, unless and until such time as the City of Newburgh Code Enforcement reinspects the respective unit and issues a determination to the contrary. In the event of such determination by the City of Newburgh Code Enforcement after reinspection, Respondents shall have twenty (20) days to correct any such condition and seek reinspection from the City of Newburgh, or institute a judicial challenge to the determination.

### **MONETARY PROVISIONS**

9. The Respondents hereby agree to issue a rent credit to all residents at the Kenney Apartments in the total amount of \$409,697.00 (the "Rent Credit"). The Rent Credit represents the aggregate proportionate rent abatement of 50% for seven months for each tenant of the Kenney Apartments during the relevant periods in full settlement for the alleged breach of the warranty of habitability pursuant to RPL § 235-b including but not limited to tenants' allegations of lack of

essential services including inconsistent and inadequate heat and hot water for a period of at least seven months. For clarification purposes, Petitioner allocates the Rent Credit to the following months: January 2024, February 2024, January 2025, February 2025, December 2025, January 2026, and February 2026 (the “Rent Credit Months”). Respondents take no position with respect to Petitioner’s allocation of the Rent Credit to the Rent Credit Months. A breakdown of the Rent Credit as allocated by Petitioner and each tenant’s proportionate share of the Rent Credit Months is attached hereto as Exhibit C.

10. Respondents shall apply each tenant’s proportionate share of the Rent Credit to each tenant’s account within three business (3) days of the Court’s signing of this Consent Order, as either payment towards rental arrears or, where a tenant does not have current rental arrears or where the proportionate share of the Rent Credit is greater than the tenant’s arrears, a credit toward future rent.

11. If the application of the Rent Credit results in a future rent credit and the Kenney Apartments is sold, Respondents will issue *pro rata* payments for any remaining credit due to any tenant as of the date of the closing, to be issued within 14 days of the closing date. After the issuance of any remaining rent credit after the closing, such tenant would then have a zero balance due reflected on the rent ledger.

12. If any portion of the Rent Credit is owed to a tenant no longer residing in the Kenney Apartments, Respondents shall issue *pro rata* payments based on such prior tenant’s occupancy during the Rent Credit Months after application to any outstanding rental arrears owed and unpaid. Respondents shall issue such a *pro rata* share of the Rent Credit to former tenants by check within 14 days of the Court’s signing of this Consent Order. In the event Respondents do not have a current mailing address for any former residents due any portion of the Rent Credit,

Respondents shall deliver such former residents check to the OAG by overnight mail to the Poughkeepsie Regional Office. Likewise, if any current tenant of the Kenney Apartments did not reside at the Kenney Apartments during any of the Rent Credit Months, such tenant shall be entitled to a *pro rata* share of the Rent Credit based on the date such resident moved into the Kenney Apartments.

13. If Respondents fail to provide the Rent Credit as set forth in paragraphs 9-12, all sums then due and owing shall be deemed accelerated and the OAG shall be entitled to file a motion by Order to Show Cause seeking immediate entry of a judgment for \$409,697.00 less any payments or credits previously made, and shall be entitled to an award of its reasonable attorney's fees for any supplementary proceedings it must commence in order to collect upon this debt.

14. Respondents shall pay \$8,000 for statutory costs to the OAG within 14 days of the Court's signing of this Order. These payments shall be made payable to New York State and sent to the OAG at the Poughkeepsie Regional Office located at 1 Civic Center Plaza, Suite 401, Poughkeepsie, NY 12601.

15. Respondents are liable to the State of New York for civil penalties in the sum of \$100,000.00 which civil penalties are suspended as set forth below.

16. Based on tax returns provided by Respondents for Bourne & Kenney Redevelopment Company, LLC, non-party Embros Ent, LLC (Bourne & Kenney Redevelopment Company, LLC's parent company), and Newfield Real Estate Investor Services, LLC, the OAG agrees to suspend the assessed civil penalties of \$100,000 (the "Suspended Penalty").

17. Respondents shall pay the Suspended Penalty upon either: (1) uncured material violation of any term of this Consent Order or (2) should the OAG determine that Respondents have provided false information within the financial disclosures upon which the OAG relied. The

release in paragraph 28 below does not prevent the OAG from moving for or collecting the Suspended Penalty described in this paragraph.

18. A violation of this Consent Order by Respondents shall only constitute a Material Violation if, after the OAG serves Respondents with a notice of default in accordance with paragraph 19 hereof, the violation is not cured within fourteen (14) days. The OAG's notice shall provide as much specific information about the alleged violation as possible. "Curing" the violation shall mean, for these purposes: (a) taking the actions required under the Consent Order alleged in the notice of default not to have occurred; (b) commencing a cure in good faith, to the reasonable satisfaction of the OAG, if the cure cannot be completed within fourteen (14) days; or (c) challenging that the alleged default took place. In the event a notice of default is contested by Respondents, after a good faith effort to resolve the same, either party may submit to the Court for a summary determination whether a default has occurred and the remedy therefore. The OAG acknowledges that *de minimis* or non-material violation by Respondents cannot be a "Default" hereunder unless it is repeated and continuous.

19. In the event Respondents fail to cure any alleged Material Violations of this Consent Order, or fail to diligently commence to so cure any material violation that cannot be so cured within the fourteen (14) days, the OAG shall issue a written demand in accordance with paragraph 19 hereof, requesting that Respondents pay a penalty payment in the cumulative amount of \$100,000 to the OAG within five (5) business days (the "Suspended Penalty Payment"). In the event that Respondents fail to issue the Suspended Penalty Payment within five (5) business days, the OAG may docket this Consent Order as a money judgment in the County of Orange against Respondents Bourne & Kenney Redevelopment Company, LLC, Newfield Real Estate Investor Services, LLC, Emmanuel Kazanas, and William Deignan, in the amount of \$100,000, pursuant to

New York Civil Practice Law and Rules § 2222 and, upon docketing this money judgment Petitioner shall have execution thereon. Counsel for Respondents shall provide the NYOAG with the addresses for each respective Respondent within three (3) business days after the Court So-Orders this Consent Judgment, which addresses shall be kept confidential.

20. Notices on Respondents shall be served by guaranteed overnight delivery to 5-44 47<sup>th</sup> Avenue, 3<sup>rd</sup> Floor, Long Island City, New York 11101 with a copy to Kenneth K. Fisher, Esq., and Emily A. Shoor, Esq., Cozen O'Connor, 3 WTC, 175 Greenwich Street, 55<sup>th</sup> Floor, New York, New York 10007. A Notice shall be deemed to be delivered, and all time periods shall run from the next business day after service.

### **COMPLIANCE REPORTING**

21. By the 25<sup>th</sup> day of every month, beginning in the month following the Court's signing of this Consent Order until the earlier of: (i) the sale of the property (anticipated to occur in August 2026) or (ii) one (1) year from this Court's signing of this Consent Order in the event that the property is not sold ("Reporting Period"). Respondents shall prepare and provide written reports ("Monthly Reports") to the OAG as to compliance with this Consent Order, as well as:

- a. A brief summary of any tenant complaints received during the Reporting Period, a summary of the investigation of the complaint, and any actions taken as a result of the investigation;
- b. A brief summary of repairs completed during the Reporting Period, with documentation regarding correction of violations issued by Code Enforcement;
- c. A brief summary of ongoing repairs;
- d. A brief summary of any new code violations issued, with a written statement regarding the plan to address these new violations.

**GENERAL TERMS**

22. The Consent Order may not be modified without the written consent of the Parties and the approval of the Court.

23. The failure to enforce any alleged violation of any term of this Consent Order by the either party shall not constitute or be deemed or construed to constitute any waiver of such violation or any other violation. No amendment to, change or suspension or waiver of this Consent Order shall be binding, or of any force or effect, unless and until signed by all parties or their authorized counsel and “So Ordered” by the Court.

24. Respondents and the OAG further agree to execute and deliver all authorizations, documents and instruments that are necessary to carry out the terms and conditions of this Consent Order.

25. Nothing contained in this Consent Order shall be construed as to deprive any individual or entity of any private right of action under the law.

26. This Consent Order sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, between the parties. There are no representations, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Consent Order that are not fully expressed herein.

27. Nothing in this Consent Order shall be construed as relieving Respondents of their obligations to comply with all New York State and federal laws, regulations, and rules, or granting permission to engage in any acts or practices prohibited by such law, regulation, or rule.

28. Nothing in this Consent Order shall be construed as precluding the OAG from investigating, taking action against, or prosecuting Respondents for any violations of civil law unrelated to the Action addressed by this Consent Order.

29. Respondents shall not state or imply or cause to be stated or implied that the OAG has approved, sanctioned, or authorized any practice, act, or conduct of Respondents.

30. This Consent Order may be executed in counterparts, and the separate execution of the attached signature pages shall not affect their validity. Copies of signatures, including copies transmitted electronically, shall be treated as originals. The Parties warrant that the signatories to this Consent Order are fully authorized to bind the Party or Parties they represent.

31. This Consent Order shall be administered, construed, and enforced according to the laws of the State of New York.

32. In consideration of the stipulated relief and contingent upon the Court's entry of this Consent Order, the Attorney General, by execution of this Consent Order, hereby fully and completely releases Respondents, and each person or entity enjoined by paragraphs 1-6 of this Consent Order, from any and all claims of the Attorney General under New York Executive Law § 63(12), the Property Maintenance Code of the State of New York, the City of Newburgh Code of Ordinances, Real Property Law ("RPL") § 235-b ("implied warranty of habitability"), and General Business Law §§ 349 and 350-d, connected with or arising out of Respondents ownership or operation of the Kenney Apartments, up to and including the date of this Consent Order.

33. The OAG through this Consent Order does not settle, release, or resolve any claim against Respondents or any other person or entity involving any private causes of action, claims, and remedies. To be clear, this release explicitly does not release any claims of private citizens that may be available to them following resolution of any lawsuit against Respondents. Anything

in the foregoing notwithstanding, nothing herein shall be deemed to prohibit Respondents from asserting any Rent Credit or payment made to any tenant as a defense or offset against any such claims arising out of alleged breach of warranty of habitability or violations, or asserting any claim for damages or arrears against a tenant in excess of the Rent Credit. This release does not apply in any way to claims of any other New York state agency, department, official, or division.

34. Respondents agree not to contest any argument in any bankruptcy proceeding that the Suspended Penalty in paragraph 16 of this Consent Order, if imposed by any court, represents a civil penalty owed to the State of New York, is not compensation for actual pecuniary loss, and, therefore, is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7).

35. Respondents acknowledge that if a Court of competent jurisdiction finds that any Respondent has committed a violation of this Consent Order, that such violation may subject such Respondent to sanctions for contempt pursuant to New York Judiciary Law §756, and that the Attorney General may thereafter, in her sole discretion, initiate legal proceedings against Respondents for all violations of this Consent Order.

36. On or before executing this Consent Order, Respondents shall provide the OAG its taxpayer identification number (TIN) for all corporate respondents and Social Security Numbers (SSN) for all individual Respondents, subject to a penalty for failure to provide this information pursuant to 26 C.F.R. 6723, 26 C.F.R. 6724(d)(3), and 26 C.F.R. 301.6723-1. Respondents shall also cooperate in the OAG's completion of Internal Revenue Service Form 1098-F by providing the OAG any additional necessary information it requests. In line with requirements of the Internal Revenue Service, Respondents acknowledge that if costs of compliance with this Order equal or exceed \$50,000 Respondents shall inform the Attorney General as soon as is practicable. Any information provided by Respondents under this section shall be treated as confidential by the

OAG (and the Court if necessary for any further judicial action), and may not be used for any purpose except in connection with this Consent Order.

37. Neither party shall be liable for any failure or delay in performance under this Consent Order if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, epidemics, pandemics, government orders, strikes or labor discord, or natural catastrophes. The affected party must notify the other party in writing within ten (10) days of the event and make all reasonable efforts to mitigate the disruption.

### **MISCELLANEOUS**

38. Respondents are entering into this Consent Order solely for the purpose of settlement. This document and its contents are not intended for use by any third party for any purpose, including submission to any court for any purpose.

39. This Consent Order shall not be construed or used as a waiver or limitation of any defense otherwise available to Respondents in any other action, or the Respondents' right to defend from, or make any arguments in, any private individual action, class claims or suits, or any other governmental or regulatory action relating to the subject matter or terms of this Consent Order.

40. This Consent Order is made without trial or adjudication of any issue of fact or law or finding of liability of any kind.

41. No part of this Consent Order shall create a private cause of action or confer any right to any third party for violation of any federal, state, or local law.

42. All correspondence and payments required herein shall be delivered or mailed to the following address, unless a different address is specified in writing by the party changing such address:

If to OAG: Office of the Attorney General of the State of New York  
Attn: Justin L. Haines,  
Assistant Attorney General  
1 Civic Center Plaza, Suite 401  
Poughkeepsie, New York 12601

If to Respondents: Cozen O'Connor  
Attn: Kenneth Fisher, Emily Shoor, John Cusker  
3 WTC, 175 Greenwich Street, 55th Floor  
New York, NY 10007

43. The caption of this proceeding is amended to delete J. Christopher Daly as a Respondent and the Clerk of the Court is directed to conform the caption accordingly. The foregoing does not constitute adjudication of any matter involving J. Christopher Daly.

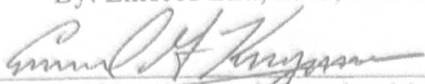
44. The Court hereby retains jurisdiction to enforce this Consent Order and all disputes arising under this Consent Order shall be submitted to the Court, and the Court retains authority to decide all such disputes.

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**RESPONDENTS**

For Bourne &amp; Kenney Redevelopment Company, LLC

By: Embros Ent., LLC, Sole Member

  
 Emmanuel Kazanas, as Managing Member

Dated:

7/20/2026

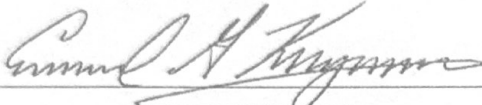
For Newfield Real Estate Investment Services, LLC

  
 William Deignan, as Managing Member

Dated:

7/20/2026

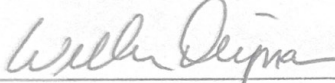
Emmanuel Kazanas



Dated:

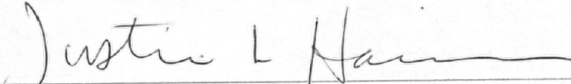
7/20/2026

William Deignan



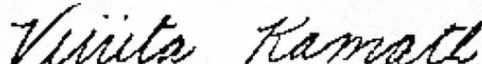
Dated:

7/20/2026

**PETITIONER:**


Dated:

7/21/2026



Dated:

7/21/2026

Vinita Kamath, Assistant Attorney General

**SO ORDERED:****DATE:** July 21, 2026


HON. KYLE C. MCGOVERN, J.S.C.