

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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THE PEOPLE OF THE STATE OF NEW YORK, BY
LETITIA JAMES, ATTORNEY GENERAL OF THE
STATE OF NEW YORK,

Petitioner,

**STIPULATION OF
SETTLEMENT**

-against-

Index No. 452309-2026

JOHN ANDERSON,
921 FULTON ST. CORP.

Respondents.

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Parties stipulate and agree to settle to discontinue the case as follows:

1. Respondent John Anderson (“Anderson”) and Respondent 921 Fulton St. Corp. acknowledge 1075 Dean Street, Brooklyn, New York (“Building”) is subject to the rent stabilization laws and code, and Respondents are in violation of rent stabilization code §§ 2528.1 and 2528.3; rent stabilization law § 26-517; and NYC Administrative Code § 27-2097.
2. Respondents agree to register all three (3) units of the Building with the New York State Division of Housing and Community Renewal (“DHCR”) as required by the rent stabilization laws and code within 90 days of this stipulation.
3. Respondents’ time to register a unit in the Building will be stayed for the period of time there is an open application with DHCR to determine the legal regulated rent for that unit. An open application means that a rent administrator at DHCR has not issued a determination.

4. Respondents will provide rent stabilized leases and riders to all tenants of the Building within 120 days of stipulation or, if applicable, from the date DHCR issues a determination on establishing the legal regulated rent for the specific apartment.
5. Respondents agree to pay, and continue to pay annually, the annual \$20 rent stabilization fee for each rent stabilized unit in the Building to the New York City Department of Finance commencing when the Building's next property taxes are due to be paid.
6. Respondents will register the Building as a multiple dwelling with HPD using accurate information within 30 days of this stipulation.
7. Respondents to pay any rent overcharge , if any, to tenants, within 180 days of this stipulation.
8. Within 30 days from this stipulation, Respondents to pay \$1,000 to the State of New York for the cost of litigation.
9. Payment to be made payable to "State of New York" and shall reference 452309-2026/NY in the memo line. Payments shall be sent to Justin La Mort, State of New York, Office of the Attorney General, Housing Protection Unit, 28 Liberty Street, New York, NY 10005.
10. Respondents are enjoined from allowing Aaron Robinson to be at the Building and are enjoined from using Aaron Robinson in any capacity in the management or maintenance of the Building.
11. Respondents agree to cease any activity constituting harassment under the rent stabilization code or the New York City Housing Maintenance Code against any tenant or occupant in the Building.

12. Respondents to correct any immediately hazardous and hazardous conditions as per the Housing Maintenance Code in the Building within 180 days from the date of the stipulation. This provision does not impact penalties owed to HPD or the Building's tenants. This provision does not prevent Respondents from agreeing to earlier correction dates as required by law with HPD or the Building's tenants.
13. All terms and conditions of this stipulation shall be in full force and effect, to the extent unperformed, on any successor, assignee, or transferee of the Respondents or Building. Respondents shall include in any such successor, assignment or transfer agreement or contract of sale and deed, a provision that binds, the successor, assignee or transferee to the terms of this stipulation. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this stipulation without the prior written consent of Petitioner.
14. Respondents agree they owe \$49,500 in penalties to the state for failing to register three units from January 2024 to present. However, in reliance upon representations made by Respondents with financial disclosure, the Petitioner agrees to suspend the payment of \$49,500 provided Respondents comply with paragraphs 1-13 for one year from the date of this stipulation ("probation period"). If Respondents comply during the probation period then Petitioner will not seek to collect the \$49,500 and the case will remain discontinued.
15. Upon default, during the probation period, Petitioner may file and enter a judgment for \$49,500 and collection costs against Respondents.
16. This stipulation is not intended for use by any third party.

17. Nothing in the stipulation shall be construed to deprive any person of any private right under the law.
18. Any failure by Petitioner to insist upon strict performance by Respondents of any provision of this stipulation shall not be deemed a waiver of any of the provisions hereof, and Petitioner shall have the right thereafter to insist upon strict performance of any and all of the provisions to be performed by Respondents.
19. All notices pursuant to this stipulation should reference New York v. Anderson, 452309-2026/NY, and shall be in writing and shall, unless otherwise provided herein as follows:

If to Petitioner, Justin La Mort, justin.lamort@ag.ny.gov, State of New York, Office of the Attorney General, Housing Protection Unit, 28 Liberty Street, New York, NY 10005, or in his absence, to the person holding the title of Bureau Chief of the Housing Protection Unit.

If to the Respondents, Mahogany Williams, Esq.,
mahoganydwilliams@gmail.com, 3359 Colony Drive, Baldwin, NY 11510.

20. Parties will alert opposing counsel if the contact information changes during the probation period.
21. No representation, inducement, promise, understanding, condition, or warranty not set forth in this stipulation has been made to or relied upon by the Respondents in agreeing to this stipulation.
22. Nothing in this Agreement shall relieve Respondents of other obligations imposed by any applicable city, state, or federal law or regulation or other applicable law.

23. In the event that any one or more of the provisions contained in this stipulation 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.
24. Respondents acknowledge that they have entered this stipulation freely and voluntarily and upon due deliberation with the advice of counsel.
25. This stipulation 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.
26. Facsimile and scanned signatures are to be treated as original and this stipulation may be executed in counterparts.

Dated: September 28, 2026
New York, NY

THE PEOPLE OF THE STATE OF NEW
YORK, by LETITIA JAMES, Attorney
General of the State of New

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Attorney for Petitioners

JOHN ANDERSON and 921 FULTON ST.
CORP.

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Attorney for Respondents

So Ordered:

SABRINA KRAUS, J.S.C