

ATTORNEY GENERAL OF THE STATE OF NEW YORK  
LABOR BUREAU

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In the Matter of

Investigation by LETITIA JAMES,  
Attorney General of the State of New York, of  
SECURED 24, LLC, ABRAHAM SCHWARCZ, and  
ABRAHAM LICHTENSTEIN,

ASSURANCE OF  
DISCONTINUANCE  
PURSUANT TO  
EXECUTIVE LAW 63(15)

AOD No. 25-028

Respondents.

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**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) regarding wage payments to security guards employed by Secured 24, LLC ("Secured 24") and its two main principals, Abraham Lichtenstein and Abraham Schwarcz. The OAG examined whether Secured 24 failed to pay its employee security guards the required prevailing wage rate, which includes the payment of supplemental benefits, in violation of New York Labor Law ("NYLL") Article 9 § 231 (requiring the payment of prevailing wages on all "building service work" pursuant to a contract with a public agency); NYLL Article 6, and NYC Admin. Code 10-172. This Assurance of Discontinuance ("Assurance" or "AOD") contains the findings of the OAG's investigation, and the relief agreed between the OAG and Abraham Lichtenstein ("Respondent") (collectively, "the Parties").<sup>1</sup>

**OAG's FINDINGS**

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<sup>1</sup> Abraham Schwarcz and Secured 24, LLC, are not parties in the instant Assurance of Discontinuance.

1. Secured 24 is a domestic limited liability company formed under the laws of New York and had a principal place of business at 741 Myrtle Avenue, Brooklyn, New York, 11205 ("741 Myrtle Avenue"). Secured 24 also had another address located at 2990 Webster Avenue, Bronx, NY 10458.

2. Secured 24 provided security services, including installing electronic security systems, conducting surveillance, and staffing security guards to its clients primarily in the New York City region.

3. In 2010, Abraham Schwarcz ("Schwarcz") was the creator of Secured 24 with an initial 100% stake in the business. Schwarcz worked closely with Yoel Freund, who assisted him in managing the security operations.

4. In 2011, Schwarcz and Respondent decided to go into business together and split Secured 24 in which Respondent would invest in Secured 24, and, in exchange, Schwarcz would give Respondent forty-five percent (45%) ownership interest in Secured 24. Schwarcz retained forty-five percent (45%) ownership interest. Schwarcz gave Freund a ten percent (10%) ownership interest in Secured 24.

5. Schwarcz was the executive director, co-owner and managing member of Secured 24 with a forty-five percent (45%) ownership interest.

6. Respondent was co-owner and managing member of Secured 24 with a forty-five percent (45%) ownership interest.

7. In 2012, Respondent assisted in securing physical workspace for Secured 24 at a location in a building he owned at 708 Myrtle Avenue in Brooklyn, New York. Secured 24 used that space rent-free until it had to move to make way for paying tenants. In December 2012,

Respondent signed a lease space for Secured 24 at 741 Myrtle Avenue, Brooklyn, New York, starting in January, 2013.

8. Respondent invested a substantial amount of money, a minimum of \$50,000.00 (fifty thousand dollars) to renovate the office space.

9. Once the office renovation was complete, Respondent went to the office frequently, had his own parking space, and had his own private office.

10. Respondent played a role in consulting for the business such as its financial matters, solvency, and hiring and firing of employees. Respondent hired his wife who earned a bi-weekly paycheck from Secured 24 from December 21, 2015, to November 5, 2017.

11. In 2016, the New York City Department of Citywide Administrative Services ("DCAS") launched a Non-Public School Program ("NPS Program"), in which DCAS reimbursed private and/or parochial schools for security guard services provided by security guard companies that were on a pre-approved Qualified Provider List. NYC Admin. Code § 10-172.

12. Security companies that participated in the NPS Program were required to pay security guards the prevailing wage rate, which included supplemental benefits. NYC Admin. Code § 10-172(a); NYLL §§ 230(1), 231. The prevailing wage rate, by definition, includes supplemental benefits such as insurance, retirement benefits, health benefits, paid time off, and other fringe benefits. NYLL § 230(5).

13. Respondent encouraged Schwarcz to submit an application on behalf of Secured 24 to DCAS.

14. In 2016, on behalf of Secured 24, Schwarcz submitted an application to DCAS to be listed as a qualified provider to provide security guards to participating schools. On the

application, Schwarcz listed himself and Respondent as principal owners who each had a forty-five percent stake in the company.

15. DCAS accepted Secured 24's application and enrolled Secured 24 in the NPS program. Secured 24 contracted directly with 23 participating schools and received Respondent's assistance in securing contracts with some of the schools. All of the contracts with the schools were signed by Schwarcz on behalf of Secured 24.

16. Secured 24 paid its employees directly and sought reimbursement for these employee wage payments by submitting to the schools Secured 24's payroll records and time sheets. The schools submitted these payroll records to DCAS, which would then reimburse the schools for payments made to the security firms. Secured 24 submitted certified payroll records, which were approved and signed by Schwarcz, to the schools on a quarterly basis. The certified payroll records reflected that Secured 24 paid the security guards the prevailing wage rate, including supplemental benefits, on a biweekly basis. In turn, the schools reimbursed Secured 24 for the amount Secured 24 claimed to have paid its employees. However, Secured 24 had not consistently paid these workers the supplemental benefits.

17. In October of 2018, DCAS conducted a review of the Secured 24 payroll records it had received from the schools and determined that Secured 24 had been underpaying its guards; specifically, that Secured 24 had not been paying the supplemental benefits as required by both local and New York law. In 2019, DCAS removed Secured 24 as a Qualified Provider therefore making it ineligible to work with the NPS Program. Secured 24 stopped providing security guard services to the schools through the program.

18. In September 2019, DCAS submitted a complaint to the New York City Department of Investigations ("DOI"). DOI reviewed Secured 24 financial records, payroll

records, and contracts for the period of 2016 to 2018. DOI interviewed several Secured 24 employees who confirmed that they were not fully paid supplemental benefits. In August 2022, DOI referred the Secured 24 matter to the OAG.

19. The OAG has determined that Secured 24 owes its employees who worked as security guards in the NPS Program approximately a total of \$470,271.54 in unpaid wages, which represents the unpaid supplemental benefits.

20. New York Labor Law Article 9 requires the payment of prevailing wages on all "building service work" pursuant to a contract with a public agency. NYLL § 231. The definition of "building service employee" includes, among other employees, "watchman, guard, [and] doorman". NYLL § 230(1). The definition of "wage" includes basic hourly rate of pay and supplements, which include insurance, retirement benefits, health benefits, paid time off, and other fringe benefits. NYLL § 230(5). Failure to pay the prevailing wage is punishable by criminal and civil penalties. NYLL § 238.

21. New York State Executive Law § 63(12) permits the OAG to investigate any matter where the OAG finds repeated fraudulent or illegal acts or illegality in the carrying on, conducting or transaction of business in the state of New York and permits the OAG to seek an order to enjoin the continuance of such business activity or of any fraudulent or illegal acts or obtain restitution and damages. The Executive Law at § 63(15) further, permits the OAG to resolve these investigations by way of an AOD.

22. The OAG finds that Respondent failed to properly pay the Secured 24 employees all wages due in violation of Executive Law 63(12), New York Labor Law, and NYC Admin. Code 10-172.

23. To resolve the OAG's investigation without the necessity of prolonged and expensive litigation and in exchange for the consideration provided herein, Respondent has agreed to enter into this AOD. As regards to the allegations in Paragraphs 1 through 22, the parties acknowledge and agree that this AOD does not constitute an adjudication by a Court, agency, or any other adjudicatory body.

24. 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 or other civil action for violations of Executive Law 63(12), NYLL Articles 6 and 9, and NYC Admin. Code 10-172, based on the conduct described above from 2016 to 2018.

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

**RELIEF**

25. General Injunction: Respondent shall not engage, or attempt to engage, in conduct in violation of any applicable employment or labor laws, including but not limited to the Fair Labor Standards Act, New York State Labor Law, and the NYC Admin. Code. Respondent expressly agrees and acknowledges that any such conduct is a violation of the Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 21, *supra*, in addition to any other appropriate investigation, action, or proceeding.

26. Monetary Relief

*Payments to OAG*

- a. Respondent agrees to pay a total of two hundred thousand dollars (\$200,000.00) (the "Monetary Relief Amount") in restitution to former Secured 24 employees in satisfaction of the OAG's investigation of Respondent. The Monetary Relief

Amount will be paid directly to the OAG, and the OAG will distribute as restitution to its former employees. The OAG has sole authority to determine which employee is eligible for restitution and at what amount.

- b. Respondent will pay the Monetary Relief Amount as follows:
  - i. Upon execution of this agreement, Respondent will make an initial payment of one hundred thousand dollars (\$100,000.00) of the Monetary Relief Amount ("Initial Payment"), no later than two business days after the execution date.
  - ii. The Respondent will pay the remaining one hundred thousand dollars (\$100,000.00) of the Monetary Relief Amount in a one-time payment of \$100,00.00 by August 11, 2025.
- c. Payment shall be made by attorney check, certified check, bank draft, or wire transfer, which shall be made payable to the "New York State Attorney General's Office"; payment shall be addressed or delivered to the attention of:

New York State Office of the Attorney General  
Attn: AAG Jennifer Michael, Labor Bureau  
28 Liberty Street, 15<sup>th</sup> Floor  
New York, New York, 10005

The payment and all correspondence related to this Assurance must reference "Assurance # 25-028."
- d. The OAG will provide instructions for wire transfer payments.

27. To secure the payment of the Monetary Relief Amount as described above, Respondent will execute and deliver at the time of execution and delivery of the Assurance and

the Initial Payment, the accompanying Affidavit for Judgment by Confession ("Confession of Judgment" attached hereto as Exhibit A), confessing judgment, the Monetary Relief Amount of \$200,000.00, less any amounts already paid, plus collection fees of twenty-two percent (22%) of any outstanding Monetary Relief Amount not paid within the time limits noted in Paragraph 26(b) above.

28. OAG shall hold the Confession of Judgment in escrow. In the event that Respondent fails to timely make payment as set forth above in paragraph 26(b), the OAG shall provide Respondent ten (10) days written notice by first class mail and by email to Respondent's attorney, Steven Yurowitz at [syurowitz@yurowitzlaw.com](mailto:syurowitz@yurowitzlaw.com) to cure such default or failure, and upon his failure to cure such default or failure, the OAG may file and enter the Confession of Judgment at any time, and without further notice, against Respondent. For purposes of this Paragraph, the Respondent's receipt of notice shall be presumed to be five (5) calendar days from the mailing.

29. Respondent will cooperate with the OAG by providing to the OAG, within a reasonable timeframe following written request from the OAG, any information reasonably available to Respondent from his records needed to facilitate the payments to the former employees. By agreeing to this request, Respondent makes no representation that he is in fact in possession of any such information.

30. The requirements of this AOD will expire three (3) years after Assurance's Execution Date, except that the OAG may, in its sole discretion, extend the AOD term prior to the expiration date but only upon a good faith determination that Respondent has not complied with this AOD. The OAG shall give Respondent at least thirty (30) days' prior written notice by first class mail of its intent to extend the AOD (which notice shall contain the details of the basis



therefor). Respondent shall have the right to cure any alleged default or violation that the OAG believes is sufficient to give rise to such extension. For purposes of this Paragraph, Respondent's receipt of the notice of any alleged non-compliance of the AOD and the notice to extend shall be presumed to be five (5) calendar days from the mailing.

31. Non-Dischargeable Judgment: In the event of bankruptcy, Respondent expressly agrees not to seek to discharge or extinguish the amounts owed as part of the Monetary Relief Amount.

#### **MISCELLANEOUS**

##### Subsequent Proceedings:

32. Respondent expressly agrees and acknowledges that, in the event the OAG initiates, prior to expiration of this Assurance, a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or for a default of the Assurance as provided in paragraph 30, or after this Assurance is voided as provided in paragraph 39, or if the Assurance is extended pursuant to paragraph 30:

- 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 Respondent prior to or after the effective date of this Assurance in a civil action or proceeding to enforce this Assurance;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondent 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).

33. If a court of competent jurisdiction determines that the Respondent has violated the Assurance, the Respondent shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including reasonable legal fees, expenses, and court costs, all to be determined by a court of competent jurisdiction.

Effects of Assurance:

34. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondent. Respondent shall include any such successor, assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.

35. Nothing contained herein shall be construed to waive or limit any private rights, causes of action, or remedies under the law.

36. Any failure by the OAG to insist upon the strict performance by Respondent 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 Respondent.

37. Tolling Agreements: The Parties have entered into off-and-on tolling agreements since June 20, 2023. The current tolling agreement remained in effect until June 20, 2025. The

Parties agree that the current tolling agreement will only be in effect until the Effective Date of this Assurance, at which point it will terminate and be void and of no further force or effect.

38. Communications: All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 25-028, 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 the Respondent: Steven Y. Yurowitz, Esq., with the below contact information:

Steven Y. Yurowitz, Esq.  
YurowitzLaw PLLC  
950 Third Avenue – 31<sup>st</sup> Floor  
New York, NY 10022  
(212) 308-7900 office  
(973) 985-9359 mobile  
[syurowitz@yurowitzlaw.com](mailto:syurowitz@yurowitzlaw.com)

If to the OAG: AAG Jennifer Michael, or in her absence, to the person holding the title of Deputy Bureau Chief, Labor Bureau.

New York State Office of the Attorney General  
Labor Bureau  
28 Liberty Street  
New York, New York 10005  
(212) 416-8763  
[Jennifer.Michael@ag.ny.gov](mailto:Jennifer.Michael@ag.ny.gov)

Representations and Warranties:

39. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by Respondent and his counsel and the OAG's own factual investigation as set forth in Findings, paragraphs 1-22 above. Respondent represents and

warrants that neither he nor his counsel has made any material representations to the OAG that are inaccurate or misleading. If any material representations by Respondent or his counsel are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

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

41. Respondent represents and warrants, through his signature below, that the terms and conditions of this Assurance are duly approved, and execution of this Assurance is duly authorized by it.

General Principles:

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

43. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that the Respondent violate the Assurance after its Effective Date or if this Assurance is voided after its Effective Date.

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

45. 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.

46. Respondent acknowledges that he has entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

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

48. 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.

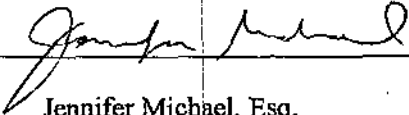
49. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original 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 and facsimile 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.

50. The Effective Date of this Assurance shall be June 17, 2025.

IN WITNESS WHEREOF, This Assurance is executed by the parties hereto as follows.

**LETTIA JAMES**

Attorney General of the State of New York

By: 

Jennifer Michael, Esq.  
Assistant Attorney General, Labor Bureau  
Labor Bureau  
28 Liberty Street  
New York, New York 10005  
(212) 416-8763  
[Jennifer.Michael@ag.ny.gov](mailto:Jennifer.Michael@ag.ny.gov)

**ABRAHAM LICHTENSTEIN, Individually**

By: 

Abraham Lichtenstein, Individually  
*Respondent*  
88 Heyward Street  
Brooklyn, New York 11206

STATE OF NEW YORK)

COUNTY OF Kings

ss.:

On this 15 day of June, 2025, Abraham Lichtenstein, 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

15 day of June, 2025

  
NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF Kings

ss.:

SOLOMON ITZKOWITZ  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01074795441  
Qualified in Kings county  
Commission Expires July 30, 2026

ATTORNEY GENERAL OF THE STATE OF NEW YORK  
LABOR BUREAU

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In the Matter of

Investigation by LETITIA JAMES,  
Attorney General of the State of New York, of  
SECURED 24, LLC, ABRAHAM SCHWARCZ, and  
ABRAHAM LICHTENSTEIN,

ASSURANCE OF  
DISCONTINUANCE  
PURSUANT TO  
EXECUTIVE LAW 63(15)

AOD No. 24-092

Respondents.

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**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) regarding wage payments to security guards employed by Secured 24, LLC (“Secured 24”) and its two main principals, Abraham Lichtenstein and Abraham Schwarcz. The OAG examined whether Secured 24 failed to pay its employee security guards the required prevailing wage rate, which includes the payment of supplemental benefits, in violation of New York Labor Law (“NYLL”) Article 9 § 231 (requiring the payment of prevailing wages on all “building service work” pursuant to a contract with a public agency); NYLL Article 6, and NYC Admin. Code 10-172. This Assurance of Discontinuance (“Assurance” or “AOD”) contains the findings of the OAG’s investigation, and the relief agreed between the OAG and Secured 24 along with Abraham Schwarcz (“Respondents”) (collectively, “the Parties”).<sup>1</sup>

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<sup>1</sup> Abraham Lichtenstein is not a party to the instant Assurance of Discontinuance.



## **OAG's FINDINGS**

1. Secured 24 is a domestic limited liability company formed under the laws of New York and had a principal place of business at 741 Myrtle Avenue, Brooklyn, New York, 11205. Secured 24 also had another address located at 2990 Webster Avenue, Bronx, NY 10458.

2. Secured 24 provided security services, including installing electronic security systems, conducting surveillance, and staffing security guards to its clients primarily in the New York City region.

3. Abraham Schwarcz ("Schwarcz") is the executive director, president co-owner and managing member of Secured 24 with a forty-five percent (45%) ownership interest.

4. Abraham Lichtenstein is a co-owner and managing member of Secured 24 with a forty-five percent (45%) ownership interest.

5. In 2016, the New York City Department of Citywide Administrative Services ("DCAS") launched a Non-Public School Program ("NPS Program"), in which the City reimburses private and/or parochial schools for security guard services provided by security guard companies that are on a pre-approved Qualified Provider List. NYC Admin. Code § 10-172.

6. Security companies that participated in the NPS Program were required to pay security guards the prevailing wage rate, which includes supplemental benefits. NYC Admin. Code § 10-172(a); NYLL §§ 230(1), 231. The prevailing wage rate includes supplements such as insurance, retirement benefits, health benefits, paid time off, and other fringe benefits. NYLL § 230(5).

7. In 2016, Secured 24 applied to DCAS to be listed as a qualified provider to provide security guards to participating schools. On the application, Schwarcz listed himself as a

principal owner who had a forty-five percent stake in the company. Schwarcz referred to himself interchangeably as “Eli Schwartz.”

8. DCAS accepted Secured 24’s application and enrolled Secured 24 in the NPS program. Secured 24 contracted directly with 23 participating schools.

9. Secured 24 paid its employees directly and sought reimbursement for these employee wage payments by submitting to the schools Secured 24’s payroll records and time sheets. The schools submitted these payroll records to DCAS, which would then reimburse the schools for payments made to the security firms. Secured 24 submitted certified payroll records, which were approved and signed by Schwarcz, to the schools on a quarterly basis. On the certified payroll records, Schwarcz stated that Secured 24 paid the security guards the prevailing wage rate, including supplemental benefits, on a biweekly basis. In turn, the schools reimbursed Secured 24 for the amount Secured 24 claimed to have paid its employees. However, Secured 24 had not consistently paid these workers the supplemental benefits.

10. In October of 2018, DCAS conducted a review of the Secured 24 payroll records it had received from the schools and determined that Secured 24 had been underpaying its guards; specifically, that Secured 24 had not been paying the supplemental benefits as required by both local and New York law. In 2019, DCAS removed Secured 24 as a Qualified Provider therefore making it ineligible to work with the NPS Program. Secured 24 stopped providing security guard services to the schools through the program.

11. In September 2019, DCAS submitted a complaint to the New York City Department of Investigations (“DOI”). DOI reviewed Secured 24 financial records, payroll records, and contracts for the period of 2016 to 2018. DOI interviewed several Secured 24

employees who confirmed that they were not fully paid supplemental benefits. In August 2022, DOI referred the Secured 24 matter to the OAG.

12. The OAG has determined that Secured 24 owes its employees who worked as security guards in the NPS Program approximately a total of \$470,271.54 in unpaid wages, which represents the unpaid supplemental benefits.

13. New York Labor Law Article 9 requires the payment of prevailing wages on all “building service work” pursuant to a contract with a public agency. NYLL § 231. The definition of “building service employee” includes, among other employees, “watchman, guard, [and] doorman”. NYLL § 230(1). The definition of “wage” includes basic hourly rate of pay and supplements, which include insurance, retirement benefits, health benefits, paid time off, and other fringe benefits. NYLL § 230(5). Failure to pay the prevailing wage is punishable by criminal and civil penalties. NYLL § 238.

14. New York State Executive Law § 63(12) permits the OAG to investigate any matter where the OAG finds repeated fraudulent or illegal acts or illegality in the carrying on, conducting or transaction of business in the state of New York and permits the OAG to seek an order to enjoin the continuance of such business activity or of any fraudulent or illegal acts or obtain restitution and damages. The Executive Law at § 63(15) further, permits the OAG to resolve these investigations by way of an assurance of discontinuance.

15. The OAG finds that Respondents failed to properly pay the Secured 24 employees all wages due in violation of Executive Law 63(12), New York Labor Law, and NYC Admin. Code 10-172.

16. Respondents admit the findings and alleged violations of law set forth in paragraphs 1 through 15.

17. 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 of Executive Law 63(12), NYLL Articles 6 and 9, and NYC Admin. Code 10-172, based on the conduct described above from 2016 to 2018.

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

**RELIEF**

18. General Injunction: Respondents shall not engage, or attempt to engage, in conduct in violation of any applicable employment or labor laws, including but not limited to the Fair Labor Standards Act, New York State Labor Law, and the NYC Admin. Code. Respondents expressly agree and acknowledge that any such conduct is a violation of the Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 17, *supra*, in addition to any other appropriate investigation, action, or proceeding.

19. Monetary Relief

*Payments to OAG*

- a. Respondents agree to pay a total of \$200,000 (the “Monetary Relief Amount”) in restitution to former Secured 24 employees in satisfaction of the OAG’s investigation of Respondents. The Monetary Relief Amount will be paid directly to the OAG, and the OAG will distribute as restitution to its former employees. The OAG has sole authority to determine which employee is eligible for restitution and at what amount.

b. Respondents will pay the Monetary Relief Amount as follows:

- i. Upon execution of this agreement, Respondents will make an initial payment of fifty-thousand dollars (\$50,000.00) of the Monetary Relief Amount, no later than the execution date.
- ii. The Respondents will pay the remaining one-hundred-fifty thousand dollars (\$150,000) of the Monetary Relief Amount over a course of twenty-four months, beginning “March 31, 2025, in monthly installments at an amount of \$6,250 per payment, by the last day of each month, except on a weekend or holiday, at which point the next business day thereafter.

The schedule will be as follows:

1. \$6,250 by the 31<sup>st</sup> of March 2025;
2. \$6,250 by the 30<sup>th</sup> of April 2025;
3. \$6,250 by the 31<sup>st</sup> of May 2025;
4. \$6,250 by the 30<sup>th</sup> of June 2025;
5. \$6,250 by the 31<sup>st</sup> of July 2025;
6. \$6,250 by the 31<sup>st</sup> of August 2025;
7. \$6,250 by the 30<sup>th</sup> of September 2025;
8. \$6,250 by the 31<sup>st</sup> of October 2025;

9. \$6,250 by the 30<sup>th</sup> of November 2025;
10. \$6,250 by the 31<sup>st</sup> of December 2025;
11. \$6,250 by the 31<sup>st</sup> of January 2026;
12. \$6,250 by the 28<sup>th</sup> of February 2026;
13. \$6,250 by the 31<sup>st</sup> of March 2026;
14. \$6,250 by the 30<sup>th</sup> of April 2026;
15. \$6,250 by the 31<sup>st</sup> of May 2026;
16. \$6,250 by the 30<sup>th</sup> of June 2026;
17. \$6,250 by the 31<sup>st</sup> of July 2026;
18. \$6,250 by the 31<sup>st</sup> of August 2026;
19. \$6,250 by the 30<sup>th</sup> of September 2026;
20. \$6,250 by the 31<sup>st</sup> of October 2026;
21. \$6,250 by the 30<sup>th</sup> of November 2026;
22. \$6,250 by the 31<sup>st</sup> of December 2026;
23. \$6,250 by the 31<sup>st</sup> of January 2027;
24. \$6,250 by the 28<sup>th</sup> of February, 2027.

- c. Payment shall be made by attorney check, certified check, bank draft, or wire transfer, which shall be made payable to the “New York State Attorney General’s Office”; payment shall be addressed or delivered to the attention of:

New York State Office of the Attorney General  
28 Liberty Street, 15<sup>th</sup> Floor  
New York, New York, 10005  
Attn: Jennifer Michael, Labor Bureau

The payment and all correspondence related to this Assurance must reference “Assurance # 24-092.”

- d. The OAG will provide instructions for wire transfer payments upon request.

20. To secure the payment of the Monetary Relief Amount as described above, Respondents will execute and deliver at the time of execution and delivery of the Assurance, the accompanying Affidavits for Judgment by Confession (“Confession of Judgment” attached hereto as Exhibit A), confessing judgment, the Monetary Relief Amount of \$200,000, less any amounts previously paid to the OAG by Respondents, plus collection fees of twenty-two percent (22%) of any outstanding Monetary Relief Amount.

21. In the event that Respondents fail to timely make payment as set forth above, the OAG shall provide Respondents ten (10) days written notice by first class mail and by email to alex@sakin-law.com to cure such default or failure, and upon his failure to cure such default or failure, the OAG may file and enter the applicable Confession of Judgments at any time, and without further notice, against Abraham Schwarcz and Secured 24, less any amounts paid by them pursuant to this AOD prior to the default. For purposes of this Paragraph, the Respondents’ receipt of notice shall be presumed to be five (5) calendar days from the mailing.

22. Respondents will provide to the OAG within 30 days of the Effective Date all

information that Respondents possess to locate and contact the former employees entitled to restitution under the terms of this Assurance, including, but not limited to, their last known address, last known telephone number, last known email address, and social security or tax ID number.

23. The requirements of this AOD will expire two (2) years after Assurance's Execution Date, except that the OAG may, in its sole discretion, extend the AOD term upon a good faith determination that Respondents have not complied with this AOD or in the event that further cooperation is required of Respondents by the OAG relating to any future law enforcement activity, including litigation against any other party for claims arising out of the failure to pay full wages to the employees of Secured 24, as detailed in the Assurance. The OAG shall give Respondents written notice by first class mail of its intent to extend the AOD (which notice shall contain the details of the basis therefor). Respondents shall have the right to cure any alleged default or violation that the OAG believes is sufficient to give rise to such extension. For purposes of this Paragraph, Respondents' receipt of the notice of any alleged non-compliance of the AOD and the notice to extend shall be presumed to be five (5) calendar days from the mailing.



24. Non-Dischargeable Judgment: In the event of bankruptcy, Respondents expressly agrees not to seek to discharge or extinguish the amounts owed as part of the Monetary Relief Amount.

## **MISCELLANEOUS**

### Subsequent Proceedings:

25. Respondents acknowledge 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 extended pursuant to paragraph 23 and agree and acknowledge 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 the Respondents prior to or after the effective date of this Assurance in a civil action or proceeding to enforce this Assurance;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondents irrevocably and unconditionally waive 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).

26. If a court of competent jurisdiction determines that the Respondents have violated the Assurance, the Respondents shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including reasonable legal fees, expenses, and court costs, all to be determined by a court of competent jurisdiction.

27. Respondents agree to fully cooperate with any OAG request relating to any ongoing or future law enforcement activity, including litigation against any other party for claims arising out of Respondents' failure to pay full wages to their employees, as detailed in this Assurance.

Effects of Assurance:

28. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondents. Respondents shall include any such successor, assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.

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

30. Any failure by the OAG to insist upon the strict performance by Respondents 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 the Respondents.

31. Tolling Agreements: The Parties have entered into a tolling agreement since July 22, 2023.

The current tolling agreement remains in effect until February 15, 2025. The Parties agree that the current tolling agreement will only be in effect until the Effective Date of this Assurance, at which point it will terminate and be void and of no further force or effect.

32. Communications: All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 24-092, 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 the Respondents: Alexander Sakin, Esq., with the below contact information:

Alexander Sakin  
Law Office of Alexander Sakin, LLC  
5 West 37<sup>th</sup> St., Suite 601  
New York, NY 10018  
(917) 509.7573  
alex@sakin-law.com

If to the OAG: AAG Jennifer Michael, or in her absence, to the person holding the title of Deputy Bureau Chief, Labor Bureau.

New York State Office of the Attorney General  
Labor Bureau  
28 Liberty Street  
New York, New York 10005  
(212) 416-8763  
Jennifer.Michael@ag.ny.gov

Representations and Warranties:

33. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by the Respondents and their counsel and the OAG's own factual investigation as set forth in Findings, paragraphs 1-16 above. The Respondents represent and warrant that neither they nor their counsel have made any material representations to the OAG that are inaccurate or misleading. If any material representations by Respondents or their

counsel are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

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

35. Respondents represent and warrant, through their signatures below, that the terms and conditions of this Assurance are duly approved, and execution of this Assurance is duly authorized by it.

General Principles:

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

37. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that the Respondents violate the Assurance after its Effective Date.

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

39. 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.

40. Respondents acknowledge that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

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

42. 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.

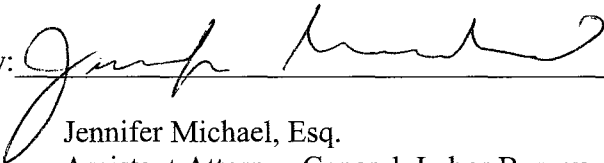
43. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original 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.

44. The Effective Date of this Assurance shall be March 7, 2025.

IN WITNESS WHEREOF, This Assurance is executed by the parties hereto as follows.

**LETITIA JAMES**

Attorney General of the State of New York

By: 

Jennifer Michael, Esq.

Assistant Attorney General, Labor Bureau

Labor Bureau

28 Liberty Street

New York, New York 10005

(212) 416-8763

[Jennifer.Michael@ag.ny.gov](mailto:Jennifer.Michael@ag.ny.gov)

**ABRAHAM SCHWARCZ, Individually and on behalf  
of SECURED 24, LLC, as Executive Director**

By: \_\_\_\_\_

Abraham Schwarcz, Individually  
*Respondent*  
34 Monroe Avenue  
Toms River, New Jersey 08755

By: \_\_\_\_\_

Abraham Schwarcz, Executive Director on behalf  
of Secured 24, LLC  
*Respondent*  
2990 Webster Avenue  
Bronx, NY 10458

STATE OF NEW JERSEY)

COUNTY OF Alber ) ss.:

On this 4 day of March, 2025, Abraham Schwarcz, individually and on behalf of Secured 24, LLC, 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

4 day of March, 2025

  
\_\_\_\_\_  
NOTARY PUBLIC

