

ATTORNEY GENERAL OF THE STATE OF NEW YORK
POUGHKEEPSIE REGIONAL OFFICE

In the Matter of

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

Sosahomes LLC; Abreucard, LLC; Abremar Management
Company LLC; Licen Holding Corp; Licen 1 Corp; Licen 2 Corp;
Licen 3 Corp; Licen 4 Corp; Licen 5 Corp; Cesar Sosa
Respondents

Assurance No. 25-060

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York ("OAG") commenced an investigation pursuant to the New York State Human Rights Law (NYSHRL) § 296(5), 297, and Executive Law § 63(12) of the respondents Sosahomes LLC, Abreucard LLC, Abremar Management Company LLC, Licen Holding Corp, Licen 1 Corp, Licen 2 Corp, Licen 3 Corp, Licen 4 Corp, Licen 5 Corp, and Cesar Sosa, based on allegations of unlawful discrimination against prospective tenants on the basis of their lawful source of income. This Assurance of Discontinuance (Assurance) contains the investigation's findings and the relief agreed to by OAG and Respondents (collectively, the "Parties").

A. DEFINITIONS AND RULES OF CONSTRUCTION

1. As used throughout this Assurance, the terms below are defined as follows:
 - a. "Effective Date" means the date this Assurance is fully executed by both parties.
 - b. "Housing Subsidy" means any federal, state or local government-issued housing subsidy or benefit, including the Section 8 housing choice voucher program, Section 8 housing certificate program, and the Section 8 program, administered pursuant to 42 U.S.C. § 1437 et seq. The terms Housing

Subsidies, Government Vouchers, and Housing Vouchers, are used interchangeably herein.

- c. "Lawful source of income" is defined to include "child support, alimony, foster care subsidies, income derived from social security, or any form of federal, state, or local public assistance or housing assistance including, but not limited to, section 8 vouchers, or any other form of housing assistance payment or credit whether or not such income or credit is paid or attributed directly to a landlord, and any other forms of lawful income." N.Y. Exec. Law (NYSHRL) § 292(36).

2. Terms of construction:

- a. "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.
- b. "All" and "Any" mean "any and all."
- c. "Concerning" means relating to, referring to, describing, evidencing, regarding, reflecting, or constituting.
- d. "Including" means without limitation.
- e. The singular includes the plural and the plural includes the singular.

B. THE OAG'S FINDINGS

- 1. Respondent Cesar Sosa is an individual residing in Montgomery County, New York.
- 2. Respondents Sosahomes LLC, Abreucard, LLC, Licen Holding Corp, Licen 1 Corp, Licen 2 Corp, Licen 3 Corp, Licen 4 Corp, and Licen 5 Corp, are limited liability companies or corporations organized or incorporated under New York law and based in New York.
- 3. Respondent Abremar Management Company LLC is a limited liability company organized under Florida law and based in Doral, Florida.

4. Respondents own or control the residential properties listed in Schedule A annexed hereto. Altogether, Respondents own or control fifty-seven residential dwelling units in Amsterdam, New York.
5. Respondent Cesar Sosa manages all properties listed in Schedule A as agent or employee of the respondents or as the owner thereof.
6. Properties listed in Schedule A do not qualify for the exception under Executive Law § 296(5)(a)(4) for two-family dwelling where the owner lives in one of the units.
7. Respondents are covered housing providers and each is a person under the New York State Human Rights Law (NYSHRL).
8. In April of 2025, OAG learned that Respondents have engaged in a pattern or practice of source of income discrimination against voucher holders in violation of N.Y. Exec. Law § 296(5)(a)(1) by refusing to rent, lease, negotiate, or otherwise by denying or withholding housing accommodations to prospective tenants because the prospective tenant intended to pay for some or all of the rent with Housing Subsidies.
9. On or around April 7 of 2025, Cesar Sosa posted on craigslist.com a listing for a vacant apartment at 27 Wilson Ave., Amsterdam, NY. The listing stated: "No assistance of any kind accepted." Simultaneously, a listing on Turbotenant.com for the same premises stated the same. Circulating or causing to be circulated a discriminatory advertisement for rental dwellings is a violation of Exec. Law § 296(5)(a)(3).
10. On or around May 28, 2025, a prospective tenant called Cesar Sosa to inquire about and to request a viewing of a vacant apartment owned and controlled by respondents and managed by Cesar Sosa. When the prospective tenant asked if she would be able to use a Section 8 Voucher to pay her rent, Cesar Sosa replied that the apartment is "not approved for Section 8," and denied the opportunity to rent the vacant unit to the prospective tenant because she would pay her rent with a Section 8 voucher.

11. Respondents thus discriminated based on lawful source of income by disseminating housing ads that stated they would not rent to applicants with housing subsidies and by turning away or refusing to deal with or refusing to show a listed apartment to prospective tenants with housing subsidies on multiple occasions in the past three years.
12. The OAG finds that the conduct described above was repeated, persistent, and widespread.
13. Respondent agrees to the findings contained in paragraphs 1 through 12 above.
14. 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 Exec. Law § 63(15) in lieu of commencing a special proceeding for violations of Exec. Law § 296(5) and Exec. Law § 63(12) based on the conduct described above that occurred from at least July 2019 to May 2025.

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

C. RELIEF

General Provisions

15. Respondents must comply with all applicable laws.
16. Respondents and all of Respondents' agents, employees, contractors, successors, and all other persons acting in concert with or on behalf of Respondents or otherwise acting in Respondents' direction or control, are permanently enjoined from violating the NYSHRL, including but not limited to the anti-discrimination provisions applicable to lawful source of income. Respondents expressly agree and acknowledge that any such conduct is a violation of this Assurance, and that the OAG thereafter may

commence the civil action or proceeding contemplated by this Assurance, in addition to any other appropriate investigation, action, or proceeding.

Programmatic Relief: Non-Discrimination Policy and Notice to the Public

17. Within thirty days of the execution of this Assurance, Respondents must distribute or cause to be distributed a non-discrimination policy, stating that Respondents comply with all applicable local and federal fair housing laws, including the NYSHRL's lawful source of income provisions, to its employees, supervisors, and agents who are under Respondents' control or direction and who have responsibility for responding to inquiries, showing, renting or contracting, managing, supervising, or otherwise operating any dwelling on its behalf, such as brokers and salespersons. Respondents must include this non-discrimination policy in all housing application materials.
18. Within thirty days of the Effective Date, Respondents must post an "Equal Housing Opportunity" sign at any residential rental property under Respondent's control. The sign must be in English and Spanish; additional languages are permitted. The sign must be placed at a well-lit location. The sign must be at least eleven inches by fourteen inches (11" x 14") and contain the contact information for the New York State Division on Human Rights (DHR) and the US Department of Housing and Urban Development (HUD). Upon posting, Respondents shall submit proof of postings by certification or affirmation in writing, under penalty of perjury, and signed by Respondents, or an affirmation or certification by counsel, along with a photograph of such signage.
19. In any advertisement or listing or social media posting or any publication of vacancy of Respondents' rental property, and in any rental application and lease, Respondents must include either: (1) a fair housing logo and the words "Equal Housing Opportunity Provider," or (2) the statement "We are an Equal Opportunity Housing Provider. We

do not discriminate based on race, color, national origin, religion, sex, or other protected classes under the law.” The logo and the required language must be legible and prominent. Respondents must include in any listing or advertisement that government housing subsidies are accepted.

20. Respondents agree to refrain from using income and credit score as criteria for determination of any rental application of any applicant who has been approved for and intends to use any Housing Subsidy.

Programmatic Relief: Training and Education

21. Within ninety days of the Effective Date, any person under Respondents' control with responsibility for responding to inquiries, showing, renting, or contracting, managing, supervising, or otherwise operating any dwelling on its behalf must attend training on this Assurance and the NYSHRL, including the law's provisions relating to lawful source of income. The trainer or training entity must be qualified to perform such training, must not be an employee of Respondents, and is subject to OAG's approval. Respondents agree to provide the OAG with a proposed training agenda and materials at least thirty business days ahead of the training. The OAG agrees to not unreasonably withhold approval of any fair housing trainer proposed by Respondents. Respondents must bear the cost of the training. This training may be live, remote, or by pre-recorded video. Within thirty days of the completion of such training, Respondent must provide the OAG with a list of attendees which includes names, date attended, and the title of each attendee, if any.

Programmatic Relief: Reporting and Document Retention Requirement

22. Respondents must notify the OAG when planning to make any change to Respondents' rules or practices related to government subsidies, including but not limited to credit score criteria and income tests, at least thirty days before the expected date of implementation of such change. Respondents can satisfy this reporting requirement with a certification or affirmation containing sufficient information to apprise the OAG of the events or planned changes.
23. Respondents must preserve all records that relate in any way to its compliance obligations under this Assurance. Any such records must be available to the OAG for inspection and copying upon thirty days' notice or be provided to the OAG.
24. Respondents must provide the OAG with copies of the application, lease, and renewal lease, of any applicant or tenant who receives a Housing Subsidy, within thirty days of any application and initial and renewal offer.
25. The reporting and document retention requirements have the limitation of three years from the Effective Date, unless an extension to the Rent Up obligation as set forth below is agreed upon, in which case the limitation will be the expiration of the newly agreed upon deadline for Rent Up.

Programmatic Relief: Outreach and Rent-Ups

26. In lieu of civil penalties payable to the State of New York and greater monetary restitution that could have been imposed, Respondents agree to a program as detailed below which includes affirmative outreach and rental of available apartments to Housing Subsidy holders, to provide voucher holders with meaningful opportunities to rent Respondents' apartments.
 - a. Within one year of the Effective Date, Respondents agree to rent at least five dwelling units to applicants using a Housing Subsidy. The dwelling unit rented

or the tenancy created pursuant to this provision is referred to as "Rent Up." Respondents must make any rental unit under Respondents' control available for Rent Up.

- b. Respondents must not use a minimum income or credit score cut-off to screen out any applicant with any Housing Subsidy, including federal Section 8 voucher.
- c. Absent good cause as defined in article 6-A of Real Property Law, Respondents must provide to any Rent Up tenancy at least one renewal lease for a term of at least one-year. Such renewal offer must be sent to the tenant at least ninety days prior to the expiration of the lease. Respondents acknowledge that the Good Cause Eviction law as contained in article 6-A of Real Property Law may require continued renewal offers where applicable and required by law.
- d. Compliance with the obligations set forth in this paragraph does not relieve Respondents of their ongoing obligation to lease vacant units without discriminating on the basis of the applicant's lawful source of income.
- e. Respondents must also notify the Amsterdam Public Housing Authority of any vacancies.

27. If Respondents believe they cannot meet the Rent Up obligations within the time specified in this Assurance, Respondents may request an extension of up to six months. Any request must be submitted as an affirmation by Respondents or Respondents' counsel at least thirty days prior to the expiration of the deadline.

28. For up to three years from the Effective Date, OAG may grant an extension of time to comply with the Rent Up requirement if it finds, based on the application described above, that Respondents took reasonable and good faith steps to comply with the

obligation to rent at least three units to Housing Subsidy holders. Respondents may show reasonable and good faith efforts to comply by a showing of:

- a. Lack of eligible vacancy; or
- b. Voucher holder rejecting the apartment after being approved; or
- c. Voucher holder rejected for a non-discriminatory reason.

29. The discretion to grant an extension lies exclusively with the OAG, but the OAG will not unreasonably deny such request.

Monetary Penalties and Restitution

30. Respondents agree to pay to the State penalties of \$9,000 (Monetary Relief). Simultaneously with the signing of this Assurance, Respondents must pay \$3,000 by cashier's check, made out to The State of New York, and referencing Assurance No. 25-060, subject to collection. Contingent on Respondents' continued cooperation with the OAG, the OAG agrees to suspend \$6,000 from the Monetary Relief, if Respondent complies with the terms of this Assurance. On Respondents' default of any of the terms of this Assurance, the suspended amount will become immediately due and owing. No default is de minimis.

D. MISCELLANEOUS

Subsequent Proceedings

31. Respondents expressly agree and acknowledge that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of this Assurance, or if the Assurance is voided. Respondents 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 Respondent;
 - c. Any 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; and
 - d. Evidence of a violation of this Assurance constitutes prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).
32. If a court of competent jurisdiction determines that Respondents have violated the Assurance, Respondents shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

Effect of the Assurance

33. No party may assign, delegate, or otherwise transfer any right or obligation under this Assurance without the prior written consent of the OAG.
34. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of any respondent. Any respondent shall include in any such successor, assignment, or transfer agreement a provision that binds the successor, assignee, or transferee to the terms of this Assurance.
35. 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.

Communications

36. All notices, reports, requests, and other communication pursuant to this Assurance must reference Assurance No. 25-060, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery, express courier, or email, at addresses designated below:

If to the OAG, to:

Christopher Lee, AAG
NYS Attorney General's Office
1 Civic Center Plaza, Ste 201
Poughkeepsie, NY
christopher.lee@ag.ny.gov

or, in his absence, to the person holding the title of Assistant Attorney General in Charge of the Poughkeepsie Regional Office.

If to Respondent, to:

Franklin Soto
Attorney for Respondents
Bastarrika, Soto, Gonzalez, & Somohano, LLP
3 Garret Mountain Plaza, Ste 302
Woodland Park, NJ 07424
frank@bsgslaw.com

37. Notwithstanding the above, Respondents consent to receiving direct communication from the OAG for testing compliance with this Assurance or with NYSHRL.

Representations and Warranties.

38. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by Respondents and their counsel, and the OAG's own investigations as set forth in its findings above. Respondents represent and warrant that Respondents have not made any materially inaccurate or misleading representations to the OAG. If any material representations by Respondents or

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

39. No representations, inducements, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Respondents or OAG in agreeing to this Assurance.
40. Respondents represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved.

General Principles:

41. Unless a term limit for compliance is otherwise specified within this Assurance, Respondents' obligations under this Assurance are enduring. Nothing in this Assurance shall relieve Respondents of other obligations imposed by any state or federal law or regulation or other applicable law.
42. Respondents agree not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in the Assurance or creating the impression that the Assurance is without legal or factual basis, except to the extent necessary to defend itself in civil litigation or administrative proceedings.
43. Nothing contained herein shall be construed to limit the remedies available to the OAG if Respondents violate the Assurance after the Effective Date.
44. This Assurance may not be amended except in writing.
45. If any provision contained in this Assurance 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. Respondents acknowledge that this Assurance is entered into 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 law principles.
48. This 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 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.

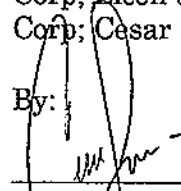
Oct 24, 2025

Letitia James
Attorney General of the State
of New York

By: 

Christopher Lee
Assistant Attorney General
Poughkeepsie Regional Office
The Capitol
Albany, NY 12224

Sosahomes LLC; Abreucard, LLC;
Abremar Management Company LLC;
Licen Holding Corp; Licen 1 Corp; Licen 2
Corp; Licen 3 Corp; Licen 4 Corp; Licen 5
Corp; Cesar Sosa

By: 

Cesar Sosa
As Respondent Cesar Sosa and as
Principal or Managing Agent Authorized
to Sign for All Other Respondents
39 Elizabeth Street
Amsterdam, NY 12010

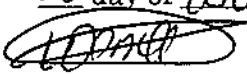
~~State of New York~~)
~~FLORIDA~~)
County of MIAMI-DADE

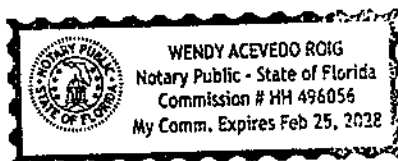
ss:

On this 15 day of OCTOBER 2025, Cesar Sosa, 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 OCTOBER 2025


Notary Public



SCHEDULE A

Rental Properties Subject to Assurance No. 25-060, Located in Amsterdam, NY

1 Henrietta St.

10 Meadow St.

12 Meadow St.

16 McNeir Ave.

19-21 Wall St.

22 Clinton St.

224 Forest Ave.

264 Division St.

28 Reid St.

37 Greene St.

6 Cornell St.

68 Gray St.

8 Brand Pl.

93 Florida Ave.

39-41 Elizabeth St.

56 Arnold Ave.

412 Division St.

27 Wilson St.

55 Glen Ave.

263 W. Main St.

55 Glen Ave.

263 W. Main St.

253 Division St.

112-114 Brookside St.

250 Division St.