

ATTORNEY GENERAL OF THE STATE OF NEW YORK
HOUSING PROTECTION BUREAU

In the Matter of

Assurance No. 26-014

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

Spigro Management, LLC and Saul Friedman

Respondents.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York ("OAG") commenced an investigation pursuant to New York Executive Law ("Exec. Law") § 63(12) into the alleged unlawful eviction of tenants, lawful occupants, and former employees of Respondents. This Assurance of Discontinuance ("Assurance") contains the findings of the OAG's investigation, and the relief agreed to by the OAG and Respondents Saul Friedman and Spigro Management, LLC whether acting through its respective directors, officers, employees, representatives, agents, affiliates, subsidiaries, and special purpose entities (collectively, the "Parties"). Spigro Management, LLC and Saul Friedman are collectively referred to as the "Respondents."

OAG finds, through its own internal investigation, that Respondents on four occasions violated Executive Law ("Exec. Law") § 63(12), New York Real Property Actions and Proceedings Law ("RPAPL") § 768; and New York City Housing Maintenance Code § 27-2004(a)(48)(f) by unlawfully evicting lawful occupants.

OAG's FINDINGS

1. Spigro Management, LLC (“Spigro”) is a limited liability company based in New York State. Spigro operates at 1660 49th Street, Basement, Brooklyn, NY 11204. Spigro is a property management company.

2. Saul Friedman (“Friedman”) is the lead property manager at Spigro and is often listed as the head officer and managing agent for the real estate portfolio on its buildings’ multiple dwelling registration information with the New York City Department of Housing Preservation and Development (“HPD”).

3. Respondents currently own or manage over 40 buildings containing more than 3,000 residential units. Many of the buildings managed by Spigro are cooperatives or condominiums with the pre-conversion tenants remaining rent stabilized.

4. The laws of New York strongly disfavor self-help evictions where owners evict without any due process. RPAPL § 768 makes it unlawful to evict an occupant who has lawfully occupied the dwelling for thirty or more days. RPAPL § 853 allows persons who were unlawfully evicted to recover treble damages. New York City law considers changing the locks to prevent lawful occupants access as a form of tenant harassment under New York City Administrative Code § 27-2004(a)(48)(f).

5. Respondents do not have a handbook or written policies when it comes to changing locks at apartments they manage.

6. Since 2020, there have been 14 individuals who have brought unlawful eviction cases in Respondents’ properties.

7. On at least four occasions, the OAG finds Respondents definitively illegally locked out individuals without first obtaining a court order. For purposes of this Assurance, the Respondents neither admit nor deny these findings.

8. Respondents manage the property at 825 Morrison Avenue, Bronx, New York 10473. OAG has found that Respondents commenced eviction proceedings against a tenant and his son, Amin Linder (“Mr. Linder”), as an undertenant, based on failure to sign a lease. During that litigation the tenant passed away on April 16, 2024. Mr. Linder requested succession rights from Respondent as he alleged he co-resided with his father for 45 years and qualified as a successor to his tenancy under rent stabilization law. On January 17, 2025, Housing Court dismissed the original case as the tenant was deceased and the current case would not support the eviction of Mr. Linder. Instead of bringing a new case, Respondents changed the locks on Mr. Linder while he was out of town on January 27, 2025, claiming they didn’t believe he lived in the building. Hon. Tao found in Linder v. Lafayette Morrison HDFC et al., LT-303635-25/BX on February 19, 2025, that “[t]his action undisputedly amounts to a violation of RPAPL 768 and is an illegal eviction.” Respondents appealed. The Appellate Term denied the appeal finding “Amin could not be evicted without legal process since he was either a ‘lawful occupant’ of the apartment or in at least constructive possession at the time of the lockout.” (citations omitted).

9. Respondents manage the property at 12399 Flatlands Avenue, Brooklyn, New York 11207. On December 9, 2024, a long-term rent stabilized tenant passed away. She had lived with her adopted son Michael Brown (“Mr. Brown”) who alleges he had lived with her at her apartment since he was six-months old. Mr. Brown was 23 years old when his adopted mother passed. On December 18, 2024, Mr. Brown went to take his garbage out to the building’s receptacle and returned to his apartment to learn that the lock had been changed. Respondents contend that they believed that the tenant of record lived alone when they changed the locks. The next day a neighbor told Mr. Brown that the landlord was discarding his and his mother’s possessions. When Mr. Brown confronted the landlord, Respondents’ agent suggested he talk to a different relative despite

that relative having no legal authority to make a decision about the tenant's estate. Mr. Brown commenced an illegal lockout case against Respondents, and a Housing Court judge issued an interim order that Mr. Brown be given access to his belongings in the apartment. When Mr. Brown called Respondents to arrange access to the apartment to access his belongings, he was allegedly told by Respondents' employee that he would only be given access to his belongings if he surrendered the apartment in direct contradiction of the court order. Mr. Brown settled his case in Brown v. Meadowwood Towers LLC, LT-3426-24/KI in September 2025 with Respondents agreeing that Mr. Brown was the rent stabilized tenant of the apartment with the right to return but not admitting any wrongdoing.

10. Respondents manage the property at 430 Ocean Parkway, Brooklyn, New York 11218. The OAG has found that Salvatore Quinones ("Mr. Quinones") lived in the basement and claimed to have worked as a porter for Respondents for roughly one year. Mr. Quinones was injured on the job on June 22, 2020, and filed for worker compensation benefits. After having surgery, Mr. Quinones returned home to learn that Respondents had locked him based on having terminated his employment. The New York State Worker's Compensation Board found Mr. Quinones was an employee despite Respondents claiming he was not an employee. Housing Court found Mr. Quinones credible but did not restore him to possession "where it would be futile because an eventual eviction of the petitioner would be inevitable..." if a proper court case was brought as his housing was incidental to his employment and he had been fired after his injury. Quinones v. Ocean Park Apartments, Inc., LT-2179-24/KI.

11. Respondents manage the property at 874 Morrison Avenue, Bronx, New York 10473. The OAG has found that in March 2020, the tenant of record of a rent stabilized apartment passed away from complications of COVID-19. There was no administrator appointed to the estate

of the tenant of record. Marvin Smith ("Mr. Smith") was the partner of the deceased tenant who co-resided with the tenant of record and was locked out when his key fob was deactivated by Respondents. Respondents claimed they were given permission by a family member of the tenant of record to change the locks but the OAG finds that person had no legal authority to give such permission. Mr. Smith claims the deactivation happened after he alerted a Spigro property manager that he remained in the apartment after his partner's death. Hon. Christel F. Garland on June 2, 2020 in the illegal lockout case Smith v. The Park Central 1 LLC, et al, L&T 801170/20, found Respondents could not use self-help eviction and had to provide Mr. Smith with a working key fob and access to his home. On June 18, 2020 the court ordered that a working key fob be provided, and Respondents promptly complied.

12. In addition to court determinations of unlawful evictions, the OAG has other evidence of potential unlawful evictions conducted by Respondents. In one case, the landlord refused to grant access to the unlawfully evicted occupant when there was a dispute between sisters after the tenant of record passed away. The executor of the tenant of record's estate, the brother of the sisters, requested Respondents provide access for his sister so she could retrieve her possessions during the unlawful eviction proceeding. The executor of estate had legal authority to obtain access to the apartment and claimed Friedman refused to provide access based on the unlawful eviction litigation. The executor claimed the Respondent's refusal to provide access was retaliation against tenants who are attempting to vindicate their rights by denying them access to their possessions.

13. In a different case, Respondents' counsel said on the record in an unlawful eviction proceeding that it was his intention to "throw every conceivable roadblock in the course of a claim." Illegal lockouts are often emergency situations where individuals have little time to find

an attorney and have lost their homes and access to their possessions. The OAG finds legal strategies involving intentional delays to extend homelessness as a means to force people to surrender their rights as a possible violation of the unlawful eviction laws. Respondents allege they at no time intended, or acted, to prolong homelessness, denied access to possessions, or violated unlawful eviction laws.

14. Respondents represent that no unlawful eviction proceedings have been commenced against them since OAG notified Respondents of its investigation.

15. OAG finds that Respondents' unlawful evictions referenced in paragraphs 8-11, are in violation of RPAPL § 768 and New York City Housing Maintenance Code § 27-2004(a)(48)(f).

16. Respondents admit the OAG's Findings in paragraphs 1-6 and 14.

17. Respondents neither admit nor deny the OAG's Findings in paragraphs 7-13.

18. 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 RPAPL § 768 and New York City Housing Maintenance Code § 27-2004(a)(48)(f) based on the conduct described above during June 1, 2019 to present ("Time Period").

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

RELIEF

19. General Injunction: Respondent shall not engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to RPAPL § 768 and New York City Housing Maintenance Code § 27-2004(a)(48)(f), and expressly agrees and acknowledges that any such conduct may be a violation of the Assurance. OAG will provide a ten (10) day written notice to Respondents' counsel to cure up to three (3) violations. OAG upon Respondents' failure to cure a violation or upon a fourth or more violation may thereafter commence the civil action or proceeding contemplated in paragraph 23, *supra*, in addition to any other appropriate investigation, action, or proceeding.

20. Programmatic Relief:

- a. Respondents shall create an internal policy ("Lockout Policy") that addresses when Respondents may lawfully change the locks to a residential unit. The Lockout Policy shall include specific guidance on the lawful status of terminated employees or vacated tenants and what legal authorization is needed before changing locks on their apartment. As further set forth in the Lockout Policy, Respondents will keep a log or record of all apartments where they change the lock that includes the date the locks are changed, the apartment where the locks are changed, and the legal justification for changing the locks. Said log shall be maintained in the ordinary course of business and subject to reasonable retention policies. The log must be kept for the full duration of the Assurance. Respondents' Lockout Policy must be in place by date of this Assurance and a final version has been shared with OAG for review and compliance purposes prior to the Effective Date of this Assurance. Respondents must provide training to staff on the lockout policy by September 15, 2026, and training to be provided to new staff going forward.

- b. Respondents are prohibited of reletting apartments when Respondents know, or should know, a person is claiming lawful occupation of the premises unless there is a court order.
 - c. Respondents will provide notice to all tenants and employees whose housing is provided incidental to their employment in all buildings owned or managed by them. Said notice will be delivered by September 1, 2026 and will inform the tenants and employees of this Assurance and their rights to be free from unlawful eviction. A copy of this letter is annexed as Exhibit 1 and has been submitted to the OAG
 - d. Acceptance of this Assurance by the OAG is not an approval or endorsement by OAG of any of Respondents' policies practices or procedures, and the Respondents shall make no representation to the contrary.
21. Oversight/Monitoring:
- a. Respondents will notify the OAG of any unlawful eviction proceedings initiated against them or involving properties they own or manage from three years from Effective Date of this Assurance to July 15, 2029.
 - b. Unlawful eviction proceeding is any proceeding or action in New York State with claims based on RPAPL §§ 713(10), 768, 783, and/or New York City Administrative Code § 27-2004(a)(48)(f).
 - c. Notice to OAG must occur within 14 days of Respondents receiving notice of the proceeding or court case and made in accordance with paragraph 25.
 - d. Respondents expressly agree and acknowledge that a default in the performance of any obligation under this paragraph is a violation of the Assurance, and that the

OAG thereafter may provide the notice to cure and/or commence the civil action or proceeding contemplated in paragraphs 19 and 23.

22. Monetary Relief

- a. Respondent shall pay to the State of New York \$23,500 in penalties (the “Penalty”) to be held in reserve and distributed to the Affordable Housing-AG Settlement Fund established by HPD. This fund is used by HPD to fund housing related initiatives, programs, and projects for “persons of low income” and “families of low income,” as those terms are defined by New York Private Housing Finance Law § 2(19). Penalty shall be paid in full upon execution of this Assurance. Penalty payment shall be made by attorney check, corporate or certified check, or bank draft, which shall be made payable to the “State of New York”, and shall reference Assurance No. 26-014.
- b. Respondents to pay “Restitution” to the individuals OAG found by the OAG to have been unlawfully evicted by Respondents as follows:
 - i. Amin Linder \$1,200 in compensatory damages;
 - ii. Michael Brown \$1,000 in statutory damages;
 - iii. Salvatore Quinones \$1,000 in statutory damages; and
 - iv. Marvin Smith \$1,000 in statutory damages.
- c. Respondents to pay Restitution by September 15, 2026.
- d. Respondents to provide OAG proof of Restitution including proof of mailing and proof of payment by September 30, 2026.
 - v. If Respondents cannot find an individual from paragraph 22(b), then Respondents will alert OAG before September 15, 2026.

OAG will then attempt to assist Respondents in locating the individual.

- vi. If individual from paragraph 22(b) cannot be located and/or payments are not cashed by December 31, 2026, then Respondents will send unclaimed Restitution to the New York State Comptroller's Office of Unclaimed Funds in a manner as required by law on behalf of individuals who have not yet received their refund. Respondents to notify OAG by January 14, 2027 with proof of submission to New York State Comptroller's Office of Unclaimed Funds. Respondents' Restitution obligations under this Assurance shall be deemed satisfied upon timely submission to the Comptroller.
- e. Upon default in payment of Restitution and/or Penalty, OAG will seek a monetary judgment for up to \$27,700 from Spigro, as appropriate, plus collection fees of nine percent (9%) of any unpaid money at the time of the subsequent default, plus statutory cost of \$15. OAG will reduce the monetary judgment amount sought from Spigro sought upon any default by the amount of payments each has made with respect to their payment obligations under this Assurance as of the date the monetary judgment is sought by OAG.

MISCELLANEOUS

23. Subsequent Proceedings.

- a. Respondents expressly agrees and acknowledges that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance as described in paragraph 19, for material violations of the Assurance, or if the Assurance is voided pursuant to paragraph 27(e), and agrees and acknowledges that in such event:
- b. any statute of limitations or other time-related defenses are tolled from and after the Effective Date of this Assurance;
- c. 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;
- d. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondents irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue.
- e. 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). Respondents, however, shall not be precluded from taking factual or legal positions contesting any action brought under this subsection, except as otherwise admitted, agreed to, or waived elsewhere in this Assurance.
- f. If a court of competent jurisdiction determines that the Respondents has violated the Assurance as identified in paragraph 19, the 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.

24. Effects of Assurance:

- a. This Assurance is not intended, and should not be construed, as an admission of liability by Respondents as to any third party and statements made herein may not be used in any subsequent or current litigation by the third party including for collateral estoppel or evidentiary use.
- b. 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. Notwithstanding anything to the contrary herein, this paragraph shall not apply to an Unaffiliated Purchaser for value. Unaffiliated Purchaser shall mean an entity or individual that is independent from Respondents and its principals with no common ownership, management overlap, or familial relationships.
- c. Nothing contained herein shall be construed as to deprive any person of any private right under the law.
- d. Any property that is currently managed or owned by Respondents that is sold or transferred by Respondents to an Unaffiliated Purchaser for value shall no longer be subject to this Assurance provided that the obligations imposed under this Assurance to Respondents, including payment obligations, shall remain in effect.
- e. 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.

25. Communications:

- a. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 26-014, and shall be in writing and shall, unless expressly provided otherwise herein, be given by electronic mail and shall be addressed as follows:

If to the Respondent(s), to:

Nativ Winiarsky, counsel for Respondents
Kucker Marino Winiarsky & Bittens, LLP
747 Third Avenue, New York, NY 10017,
nwinarsky@kuckermarino.com

If to the OAG, to:

Justin R. La Mort,
Assistant Attorney General,
28 Liberty Street, New York, NY 10038,
justin.lamort@ag.ny.gov,
or in his absence, to the person holding the title of
Bureau Chief, Housing Protection Unit.

26. Representations and Warranties:

- a. 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)-(15) above. The Respondents represents and warrants that neither it nor its counsel has made any material representations to the OAG that

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

- b. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made or relied upon by the Respondents in agreeing to this Assurance.
- c. The Respondents represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved. Respondents further represent and warrant that Spigro Management, LLC, by Saul Friedman, as the signatory to this AOD, is a duly authorized officer acting at the direction of the Board of Directors of Spigro Management, LLC.

27. General Principles:

- a. Unless a term limit for compliance is otherwise specified within this Assurance, the Respondents' obligations under this Assurance terminate after three (3) years from the date of this Assurance. Nothing in this Assurance shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.
- b. Respondents agree not to take any action or to make or permit to be made any public statement inconsistent with the terms of this Assurance, directly or indirectly, any finding in the Assurance or creating the impression that the Assurance is without legal or factual basis.

- c. 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.
- d. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.
- e. In the event that any one or more of the provisions contained in this Assurance 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.
- f. Respondents acknowledge that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.
- g. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.
- h. 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.
- i. 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

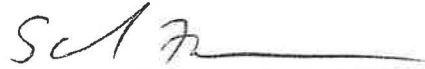
and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

- j. The Effective Date of this Assurance shall be July 15, 2026.

LETITIA JAMES
Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

By: Justin R. La Mort
Justin R. La Mort, Esq.
AAG, Housing Protection Unit

SAUL FRIEDMAN



Saul Friedman

STATE OF NEW YORK)

ss.:

COUNTY OF KINGS)

On this 22 day of July, 2026, Saul Friedman, 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/she executed the within instrument by his/her signature on the instrument.

Sworn to before me this
22 day of July, 2026



NOTARY PUBLIC

NETHANIEL BOUSKILA
Notary Public, State of New York
No. 01BO6440304
Qualified in Kings County
Commission Expires 9/6/2026

SPIGRO MANAGEMENT, LLC

By: 
Saul Friedman
Officer

STATE OF NEW YORK)

) ss.:

COUNTY OF KINGS)

On the 22 day of July in the year 2026 before me personally came Saul Friedman to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 1660 49th Street Brooklyn NY 11204; that he/she/they is (are) the officer of the Spigro Managment LLC, the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their names(s) thereto by like authority.

Sworn to before me this
22 day of July , 2026


NOTARY PUBLIC

NETHANIEL BOUSKILA
Notary Public, State of New York
No. 01BO6440304
Qualified in Kings County
Commission Expires 9/6/2026