

ATTORNEY GENERAL OF THE STATE OF NEW YORK
HOUSING PROTECTION UNIT

HOMES AND COMMUNITY RENEWAL
TENANT PROTECTION UNIT

In the Matter of

Assurance No. 24-093

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

203 W 107th Street LLC, 210 W 107th Street LLC, 220 W 107th Street LLC, 230 W 107th Street LLC, 124-136 East 117 LLC, 215 East 117 LLC, 231 East 117 LLC, 235 East 117 LLC, 244 East 117 LLC, 1661 PA Realty LLC, East 117 Realty LLC and Emerald Equity Group LLC.

Respondents.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”) and New York State Homes and Community Renewal (“HCR”) commenced an investigation pursuant to Executive Law § 63(12), the Rent Stabilization Laws (“RSL”) and the Rent Stabilization Code (“RSC”) into the rent registrations and legal regulated rents in buildings owned by the above-captioned respondents (“Respondents”). This Assurance of Discontinuance (this “Assurance”) contains the findings of OAG’s and HCR’s investigation and the relief agreed to by OAG, HCR and Respondents, whether acting through its respective directors, officers, employees, representatives, agents, affiliates, or subsidiaries (collectively, the “Parties”).

OAG’s FINDINGS

1. Emerald Equity Group, LLC (“Emerald”) is a self-described vertically integrated real estate company that, among other things, purchases rent stabilized properties.

2. In or about April 2016, Emerald, through Single Purpose Entity LLCs that are named as Respondents here (the “SPE Respondents”), purchased 13 buildings (the “Subject Properties”). The Subject Properties have the following addresses:

- a. 203 West 107th Street, New York, NY;
- b. 210 West 107th Street, New York, NY;
- c. 220 West 107th Street, New York, NY;
- d. 230 West 107th Street, New York, NY ((a)-(d), the “107th Street Properties”);
- e. 124-136 East 117th Street, New York, NY;
- f. 215 East 117th Street, New York, NY;
- g. 231 East 117th Street, New York, NY;
- h. 235 East 117th Street, New York, NY;
- i. 244 East 117th Street, New York, NY;
- j. 316 East 117th Street, New York, NY ;
- k. 322 East 117th Street, New York, NY;
- l. 326 East 117th Street, New York, NY; and
- m. 1661 Park Avenue, New York, NY; ((e)-(m), the “117th Street Properties”).

3. LoanCore Capital REIT LLC (“LoanCore”) is the current holder of the mortgages for the Subject Properties pursuant to: (i) that certain Consolidated, Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement dated March 6, 2018 for the benefit of LoanCore and recorded on March 13, 2018 in the City Register of New York County, New York (the “Register’s Office”) as CRFN 2018000086032, as re-recorded on May 3, 2018 in the City Register of New York County, New York as CRFN 2018000148285, in the Register’s Office, (ii) that certain Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement dated April 17, 2018 by and for the benefit of LoanCore, and recorded on April 26, 2018 in the Register’s Office as CRFN 2018000138878, (iii) that certain Consolidated, Amended and Restated Senior Mortgage Loan Mortgage, Assignment of Leases and Rents and Security Agreement dated December 13, 2018, for the benefit of LoanCore and recorded on January 30, 2019 in the Register’s Office as CRFN 2019000034853, and (iv) that certain Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement dated December 13, 2018,

for the benefit of LoanCore and recorded on January 30, 2019 in the Register's Office as CRFN 2019000192282, LoanCore holds a first mortgage on the Respondents' Subject Properties. In addition, LoanCore extended debtor-in-possession financing during the Bankruptcy Cases to the SPE Respondents and in exchange therefor was granted first mortgages pari passu on the Subject Properties.

4. In or about March 2020, OAG issued a subpoena to Respondents seeking documentation concerning regulatory status and the legal regulated rent in a subset of rent stabilized units at a variety of properties, including the Subject Properties. At the same time, HCR conducted a portfolio-wide review of Respondents' real estate holdings, including the Subject Properties. HCR's review involved analyzing Respondents' registration of the regulatory status and legal regulated rents of Respondents' units with HCR.

5. On December 28, 2020 (the "Petition Date"), the SPE Respondents filed voluntary petitions for relief in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Bankruptcy Cases are being jointly administered under Case No. 20-12960 (LGB).

6. Shortly thereafter, Respondents and Loancore fully cooperated and produced documents to the OAG pursuant to the subpoena. The OAG and HCR reviewed the documents produced supporting the rent registrations and legal regulated rents and found some issues with both the regulatory status of some units along with the legal regulated rents for those units not deregulated.

7. On April 14, 2021, the SPE Respondents filed their *Fourth Amended Joint Plan of Liquidation of the Debtors* in the Bankruptcy Cases. See ECF No. 67 (as may be amended,

modified, or supplemented from time to time, the “Plan”).¹ Under the Plan, the Subject Properties are to be transferred to Successor Owners (entities designated, owned and controlled by the secured creditor LoanCore). No further plans have been submitted since the Fourth Amended Joint Plan of Liquidation of the Debtors.

8. Pursuant to section 9.6 of the Plan, the OAG and HCR were not required to file a proof of claim in respect of the OAG’s claims under Executive Law §63(12) for rent overcharge and HCR’s claims under the Rent Stabilization Law and Code for rent overcharge at the Respondents’ Subject Properties. The Plan provides that the OAG and HCR Cure Claims shall be resolved or adjudicated through the Cure Process through a: (i) resolution of such OAG and HCR Cure Claims by agreement among the Successor Owners and the OAG and HCR; or (ii) adjudication of such OAG and HCR Cure Claims in any other court or administrative body of competent jurisdiction.

9. In the course of reviewing pleadings filed in the Bankruptcy Cases, the OAG learned that security deposit accounts were not turned over to the Respondents when they purchased the Subject Properties. Instead, such monies were reflected as a credit on the closing statements, and that Respondents did not maintain segregated security deposit accounts following their purchase of the Subject Properties in violation of the New York General Obligations Law (“GOL”). Prior to the Petition Date, Respondents did not fund segregated security deposit accounts for existing tenants and when they subsequently collected security deposits from new tenants, such security deposit amounts were deposited into the Respondents’ operating accounts.

¹ Capitalized terms used but not otherwise defined in this Assurance shall have the meanings given to such terms in the Plan.

10. Pursuant to section 9.5 of the Plan, on or before thirty days after the Effective Date and in accordance with GOL § 7-105, the Successor Owners shall establish segregated accounts for each of the current tenants at the Subject Properties, subject to each such tenant providing the Successor Owners with Know Your Customer (KYC) verification information and any other documentation which may be reasonably required by the bank at which such segregated accounts are established, to hold the amount of each such tenant's security deposit. Further, under the Plan, the Successor Owners assume all liabilities in connection with current tenant claims for return of security deposit monies, subject to any defenses and rights the Successor Owners may have under the Tenant Leases and applicable law. The SPE Respondents have addressed substantially all claims against them by former tenants for return of their security deposits pursuant to ECF Nos. 127, 128, 143, 234, 242, 277, 287, 339, 345, 354, 356, and 371.

11. In order to settle OAG and HCR Cure Claims, and per the parameters set forth and agreed upon by the Parties, Respondents and LoanCore agreed to review the rent histories and supporting documentation for every unit in the Subject Properties that did not have a long-term tenant. ("Review Units")

12. OAG and HCR find that Respondents' and/or their predecessors' improper deregulation and overcharging of some tenants at the Subject Properties are in violation of the RSL and RSC. The OAG and HCR also find that Respondents failure to keep Tenant security deposits in segregated accounts was in violation of the GOL.

13. The OAG and TPU did not make a finding that Respondents' conduct and/or Loancore's conduct during the pending Bankruptcy Proceeding was willful or intentional based upon the OAG and TPU review and investigation of the submissions to OAG and HCR made by

Respondents and their counsel. The OAG and TPU did not conduct a full investigation due to the Bankruptcy filing.

14. For purposes of this AOD, Respondents admit the OAG’s Findings, paragraphs 1 – 13.

15. The OAG and HCR find the relief and agreements contained in this Assurance appropriate and in the public interest. THEREFORE, OAG and HCR are willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of the RSL and RSC and GOL based on the conduct described above during June 15, 2015 to present.

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

RELIEF

16. General Injunction: Respondents shall not knowingly engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to the GOL, RSL and RSC, and expressly agree and acknowledge that any such knowing conduct is a violation of the Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 12 supra, in addition to any other appropriate investigation, action, or proceeding.

17. Programmatic Relief:

- a. The completed review of the Review Units by Respondents and Loancore is attached as Exhibit A to this Assurance. The Exhibit A to this Agreement does not reflect a review of all court decisions prior to 2020 that may affect the rent-stabilization status of the apartments listed in the Exhibit. For that reason a court may find that an apartment listed as “deregulated” in Exhibit A is, in fact, rent-

regulated. With respect to paragraph 23 below and for the avoidance of doubt, tenants of the Subject Buildings retain all rights to challenge the regulatory status and/or legal rent for their apartment. Tenants will be notified in letters annexed as Exhibit B that upon filing any such challenge, HCR could find their rent higher or lower than the calculation of the legal regulated rent in Exhibit A or could even determine that they are not covered by rent regulation. In any tenant challenge concerning the regulatory status and/or legal rent for their apartment (included but not limited to DHCR proceeding, proceedings in New York City Housing Court or Supreme Court), this assurance of discontinuance will not: (i) be presented as OAG or HCR's endorsement of the regulatory status or legal rent of the apartment; (ii) be presented or admitted as evidence of the regulator status or legal rent of the apartment; or (iii) have any preclusive effect regarding the regulatory status or legal rent of the apartment. Notwithstanding the above, Owners (past, present and future) may use materials relied upon in determining Exhibit "A", including without limitation IAI reports and other documents and Owners may use the existence of this AOD for purposes other than claiming it should have preclusive effect regarding the regulatory status or legal rent of the apartment, such as rebutting any claim for treble damages interposed by a tenant.

- b. Within 60 days of the Effective Date of this Assurance, Respondents (excluding Emerald) and/or Loancore and/or Successor Owners, shall register the corrected legal regulated rents for all Review Units found in Exhibit A where the current registered rent is inaccurate.

- c. Within 30 days of the Effective Date of this Assurance, Respondents (excluding Emerald) and/or Loancore and/or Successor Owners shall send by certified mail, return receipt and by regular mail a written notice to each tenant of record residing in the Review Units, utilizing the appropriate form letter attached as Exhibit B to this Assurance. Respondents (excluding Emerald) and/or Loancore and/or Successor Owners shall provide proof of mailing of the letters to each tenant to OAG within 30 days of effecting mailing.
- d. Within 30 days of execution of this Assurance, Respondents (excluding Emerald) and/or Loancore and/or Successor Owners shall provide a credit to all current tenants for the amount of overcharge identified in its review. Within 10 days of posting the credit for the overcharges, Respondents (excluding Emerald) and/or Loancore and/or Successor Owners shall provide the OAG written proof that the credits were posted.
- e. Loancore and/or Successor Owners shall provide a corrected lease or renewal where applicable.
- f. Acceptance of this Assurance by the OAG and HCR is not an approval or endorsement by OAG or HCR of any of Respondents' policies, practices or procedures, and Respondents shall make no representation to the contrary.
- g. LoanCore and/or Successor Owners agree to comply with the terms of the Plan concerning Tenant Security Deposits and explicitly incorporates the terms of section 9.5 of the Plan into this Assurance.
- h. The Parties agree that it would be difficult to value the damages caused by a knowing default in the performance of any material obligation under this

paragraph, and therefore agree that Respondents (excluding Emerald) and/or Successor Owners shall pay to the State of New York a stipulated daily penalty of \$500.00 for each and every such default in the performance of any material obligation that they were obligated to perform under this paragraph occurring after the effective date of the Assurance until such time as the default is cured; provided Respondents (excluding Emerald) and/or Successor Owners retain all rights, remedies and defenses to any claim of default and/or the delay in curing is due to their actions or inactions, but not delays occasioned by tenants and/or State or City agencies.

MISCELLANEOUS

18. The OAG and HCR recognize that LoanCore is not a Respondent or otherwise implicated in any findings of illegality as a result of OAG and HCR's investigation. As LoanCore through the Successor Owners is planning to take ownership of the Subject Properties pursuant to the Plan and is intending to fund required amounts under the Plan, it has agreed to be bound by paragraph 17(b-e, g) of this Assurance and their signature on this Assurance evidences their agreement to be bound by paragraph 17(b-e ,g.) of the Assurance upon the transfer of the Subject Properties to the Successor Owners.

19. All obligations of this AOD sunset on Loancore and Successor Owners upon compliance with paragraph 17 (b-e, g).

Subsequent Proceedings.

20. Respondents and/or their Successors expressly agree and acknowledge that OAG and HCR may initiate subsequent investigations, civil actions, or proceedings to enforce this

Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 26, and agrees and acknowledges 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. OAG and HCR may use statements, documents or other materials produced or provided by the Respondents prior to or after the effective date of this Assurance;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondents and/or their Successors irrevocably and unconditionally waive any objections based upon personal jurisdiction, inconvenient forum, or venue; and
- 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) without waiving any of Respondents and/or their Successors' rights, remedies or defenses.

21. If a court of competent jurisdiction determines that the Respondents and/or the Successor Owners have violated the Assurance, the Respondents and/or the Successor Owners, as applicable, shall pay to OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

Effects of Assurance:

22. 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 in 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 OAG.

This paragraph shall not apply to Loancore or Successor Owners once Loancore or Successor Owners comply with Section 17 (b-e, g).

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

24. Any failure by OAG or HCR to insist upon the strict performance by Respondents and/or the Successor Owners of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and OAG or HCR, 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 and/or the Successor Owners.

Communications:

25. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 24-093, 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, to: Emerald Equity Group, Isaac Kassirer, 1 Battery Park Plaza, New York, NY 10004, [Isaac@emeraldequitygrp.com].

If to Loancore or Successor Owners, to LoanCore Capital Credit REIT LLC, c/o LoanCore Capital, 55 Railroad Avenue, Suite 100, Greenwich, Connecticut 06830 Attention: Brett Kaplan [bkaplan@loancore.com] with a copy to LoanCore Capital Credit REIT LLC, c/o LoanCore Capital, 55 Railroad Avenue, Suite 100, Greenwich, Connecticut 06830 Attention: Notices [notices@loancore.com]

If to the OAG: Brent Meltzer, Chief of the Housing Protection Unit, 28 Liberty Street, New York, NY, [brent.meltzer@ag.ny.gov], or in his absence, to the person holding the title of Chief, Housing Protection Unit, and

If to HCR: Argyro Boyle, Assistant Commissioner, Tenant Protection Unit, 641 Lexington Avenue, 6th Floor, New York, NY 10022.

Representations and Warranties:

26. The OAG and HCR have agreed to the terms of this Assurance based on, among other things, the representations made to OAG and HCR by the Respondents and OAG's and HCR's own factual investigation as set forth in Findings, paragraphs 1 - 13 above. The Respondents represent and warrant that they have not knowingly made any material representations to OAG or HCR that are knowingly inaccurate or knowingly misleading. If any such material representations by Respondents are later found to be knowingly inaccurate or knowingly misleading, this Assurance is voidable by OAG or HCR in its sole discretion as against Respondents.

27. The OAG, HCR and Respondents have differing legal interpretations of existing legal authority and interpretations of the legal authority to the facts and issues regarding regulatory status and overcharge claims. Notwithstanding, OAG, HCR and Respondents agree that the IAI determinations relied upon and presented to OAG and HCR to support the legal regulated rent determinations based upon both documents and/or the independent contractor reports was satisfactory to OAG and HCR.

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

29. The Respondents and LoanCore represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved. Respondents further represent and warrant that Respondents, by Isaac Kassirer, and LoanCore, by Brett R. Kaplan as the signatories to this AOD, are the duly authorized officers acting at the direction of the respective Board of Directors of Respondents and LoanCore.

General Principles:

30. 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. Loancore or Successor Owners' terms of compliance are found in paragraph 22.

31. Nothing contained herein shall be construed to limit the remedies available to OAG or HCR in the event that the Respondents and/or their Successors violate the Assurance after its effective date.

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

33. 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 OAG or HCR, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

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

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


36. 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.

37. 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.

38. The effective date of this Assurance shall be the later of (i) December 15, 2024 and (ii) the date upon which the Bankruptcy Court enters an order approving this Assurance in respect of the SPE Respondents. For avoidance of any doubt, this Assurance shall have no force and effect until such date. The Debtors shall file a motion in Bankruptcy Court requesting approval of this Assurance and the Parties shall work cooperatively to promptly obtain Bankruptcy Court approval of such motion. In the event the Bankruptcy Court does not approve this Assurance, this Assurance shall be null and void and inadmissible for any and all purposes including in respect of any further litigation involving the parties hereto.

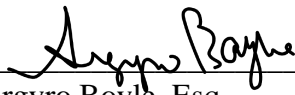
CONSENTED TO:

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

By: 

Brent Meltzer, Esq.
Chief, Housing Protection Unit
Jane Landry-Reyes
Assistant Attorney General, Housing Protection Unit

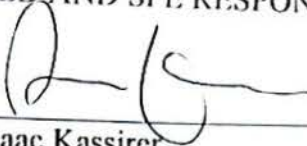
RUTHANNE VISNAUSKAS
Commissioner of NYS Homes and Community Renewal
641 Lexington Avenue
New York, NY 10022

By: 

Argyro Boyle, Esq.
Assistant Commissioner, Tenant Protection Unit

EMERALD AND SPE RESPONDENTS

By:


Isaac Kassirer
Principal

STATE OF New York)
COUNTY OF Kings) ss.:

On the 12th day of February in the year 2025 before me personally came Isaac Kassirer to me known, who, being by me duly sworn, did depose and say that he resides in New York, NY; that he is (are) the principal of Emerald and SPE Respondents, the entities described in and which executed the above instrument; that he knows 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 signed his name thereto by like authority.

Sworn to before me this
12th day of February, 2025


NOTARY PUBLIC

AIDA IBADOVA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01IB0015119
Qualified in KINGS County
Commission Expires 10/28/2027

EXHIBIT A

Schedule A to AG Settlement							
Building	Apartment	Regulatory Status	Legal Rent	Rent Charged	Date Current Tenant Commenced Occupancy	Amount of Overcharge	Comments
124 East 117th Street	1B	Deregulated					
124 East 117th Street	1C	Deregulated					
124 East 117th Street	1G	Deregulated					
124 East 117th Street	1H	Deregulated					
124 East 117th Street	1L	Deregulated					
124 East 117th Street	3C	Deregulated					
124 East 117th Street	3K	Deregulated					
124 East 117th Street	3N	Deregulated					
124 East 117th Street	1K	Deregulated					
124 East 117th Street	1N	Deregulated					
124 East 117th Street	2F	Deregulated					
124 East 117th Street	2K	Rent Stabilized		\$1,776.08	11/15/2018	\$0.00	
124 East 117th Street	3B	Deregulated					
124 East 117th Street	3F	Rent Stabilized		Vacant			
124 East 117th Street	3J	Deregulated					
124 East 117th Street	3L	Deregulated					
124 East 117th Street	4B	Deregulated					
124 East 117th Street	4C	Deregulated					
124 East 117th Street	4D	Rent Stabilized		\$1,683.05	4/1/2011	\$24,194.90	Checked issued per GO-410035-RO
124 East 117th Street	4E	Deregulated					
124 East 117th Street	4F	Deregulated					
124 East 117th Street	4G	Deregulated					
124 East 117th Street	4K	Deregulated					
124 East 117th Street	4L	Deregulated					
124 East 117th Street	4N	Deregulated					
124 East 117th Street	5C	Deregulated					
124 East 117th Street	5D	Deregulated					
124 East 117th Street	5E	Rent Stabilized		\$2,415.73	1/1/2024	\$0.00	
124 East 117th Street	5G	Deregulated					
124 East 117th Street	5J	Deregulated					
124 East 117th Street	5K	Deregulated					
124 East 117th Street	5L	Deregulated					
124 East 117th Street	5N	Deregulated					
124 East 117th Street	5P	Deregulated					
124 East 117th Street	6B	Deregulated					
124 East 117th Street	6C	Rent Stabilized		\$1,202.63	8/1/2011	\$0.00	Credits issues on 9/29/2023 and 1/15/2025 pursuant to Court Stipulation
124 East 117th Street	6D	Deregulated					
124 East 117th Street	6E	Deregulated					
124 East 117th Street	6G	Deregulated					
124 East 117th Street	6L	Deregulated					
124 East 117th Street	6P	Deregulated					
1661 Park Ave	6A	Rent Stabilized		\$2,871.81	6/17/2022	\$0.00	
1661 Park Ave	6B	Rent Stabilized		Vacant			
1661 Park Ave	6C	Rent Stabilized		Vacant			
1661 Park Ave	6F	Deregulated					
1661 Park Ave	1B	N/A - Commercial					
1661 Park Ave	1E	Deregulated					
1661 Park Ave	1F	Deregulated					
1661 Park Ave	2B	Deregulated					
1661 Park Ave	2C	Rent Stabilized		\$2,157.75	6/5/2023	\$0.00	
1661 Park Ave	3C	Rent Stabilized		Vacant			
1661 Park Ave	3E	Rent Stabilized		Vacant			
1661 Park Ave	4C	Rent Stabilized		\$2,023.93	7/6/2020	\$0.00	
1661 Park Ave	4F	Deregulated					
1661 Park Ave	5A	Deregulated					
1661 Park Ave	5B	Rent Stabilized		\$2,300.00	8/1/2023	\$0.00	
1661 Park Ave	5C	Rent Stabilized		Vacant			
1661 Park Ave	5D	Rent Stabilized		Vacant			
1661 Park Ave	5F	Deregulated					
1661 Park Ave	6E	Rent Stabilized		Vacant			
210 West 107th Street	3G	Deregulated					
210 West 107th Street	6F	Deregulated					
210 West 107th Street	1G	Deregulated					
210 West 107th Street	1H	Deregulated					
210 West 107th Street	1-I	Deregulated					
210 West 107th Street	2A	Deregulated					
210 West 107th Street	2F	Deregulated					
210 West 107th Street	2G	Deregulated					
210 West 107th Street	2H	Deregulated					
210 West 107th Street	3A	Deregulated					
210 West 107th Street	3E	Deregulated					
210 West 107th Street	3F	Deregulated					
210 West 107th Street	3-I	Deregulated					
210 West 107th Street	4A	Deregulated					
210 West 107th Street	4B	Rent Stabilized		Vacant			
210 West 107th Street	4E	Deregulated					
210 West 107th Street	4F	Deregulated					
210 West 107th Street	4G	Deregulated					
210 West 107th Street	5B	Deregulated					
210 West 107th Street	5C	Deregulated					
210 West 107th Street	5E	Deregulated					
210 West 107th Street	5H	Deregulated					
210 West 107th Street	6A	Deregulated					
210 West 107th Street	6G	Deregulated					
210 West 107th Street	6H	Deregulated					
210 West 107th Street	6-I	Deregulated					
215 East 117th Street	7	Deregulated					
215 East 117th Street	2	Deregulated					
215 East 117th Street	4	Deregulated					
215 East 117th Street	9	Deregulated					
215 East 117th Street	10	Rent Stabilized					
215 East 117th Street	11	Deregulated					
215 East 117th Street	12	Deregulated					
215 East 117th Street	16	Rent Stabilized		\$2,871.53	7/10/2019	\$0.00	
215 East 117th Street	18	Rent Stabilized		Vacant			
215 East 117th Street	19	Deregulated					
215 East 117th Street	20	Deregulated					
215 East 117th Street	21	Deregulated					
215 East 117th Street	22	Deregulated					
215 East 117th Street	24	Deregulated					
215 East 117th Street	25	Deregulated					
215 East 117th Street	26	Rent Stabilized		Vacant			
215 East 117th Street	27	Deregulated					
215 East 117th Street	28	Deregulated					
215 East 117th Street	30	Deregulated					
220 West 107th Street	5I	Deregulated					
220 West 107th Street	1B	Deregulated					
220 West 107th Street	1F	Deregulated					
220 West 107th Street	1G	Deregulated					
220 West 107th Street	1H	Deregulated					
220 West 107th Street	1-I	Deregulated					
220 West 107th Street	1J	Deregulated					
220 West 107th Street	2A	Deregulated					
220 West 107th Street	2D	Rent Stabilized		Vacant			
220 West 107th Street	2F	Deregulated					
220 West 107th Street	2G	Deregulated					
220 West 107th Street	2H	Deregulated					
220 West 107th Street	2J	Deregulated					
220 West 107th Street	3C	Deregulated					
220 West 107th Street	3D	Deregulated					
220 West 107th Street	3E	Deregulated					
220 West 107th Street	3G	Deregulated					
220 West 107th Street	3H	Deregulated					
220 West 107th Street	3-I	Deregulated					
220 West 107th Street	3J	Deregulated					
220 West 107th Street	4A	Deregulated					
220 West 107th Street	4B	Deregulated					
220 West 107th Street	4C	Deregulated					
220 West 107th Street	4D	Deregulated					
220 West 107th Street	4G	Deregulated					

Building	Apartment	Regulatory Status	Legal Rent	Rent Charged	Date Current Tenant Commenced Occupancy	Amount of Overcharge	Comments
220 West 107th Street	4H	Deregulated					
220 West 107th Street	4J	Deregulated					
220 West 107th Street	5A	Deregulated					
220 West 107th Street	5B	Deregulated					
220 West 107th Street	5J	Deregulated					
220 West 107th Street	6B	Deregulated					
220 West 107th Street	6C	Deregulated					
220 West 107th Street	6D	Rent Stabilized		Vacant			
220 West 107th Street	6F	Deregulated					
220 West 107th Street	6G	Deregulated					
220 West 107th Street	6-I	Deregulated					
220 West 107th Street	5G	Deregulated					
230 West 107th Street	Ground	Rent Stabilized		Vacant			
230 West 107th Street	1A	Deregulated					
230 West 107th Street	1B	Deregulated					
230 West 107th Street	1H	Deregulated					
230 West 107th Street	1-I	Deregulated					
230 West 107th Street	1K	Deregulated					
230 West 107th Street	2A	Deregulated					
230 West 107th Street	2D	Deregulated					
230 West 107th Street	2F	Deregulated					
230 West 107th Street	2G	Deregulated					
230 West 107th Street	2-I	Deregulated					
230 West 107th Street	2J	Deregulated					
230 West 107th Street	3A	Deregulated					
230 West 107th Street	3B	Deregulated					
230 West 107th Street	3C	Deregulated					
230 West 107th Street	3D	Deregulated					
230 West 107th Street	3E	Deregulated					
230 West 107th Street	3F	Deregulated					
230 West 107th Street	3H	Deregulated					
230 West 107th Street	3K	Deregulated					
230 West 107th Street	4C	Deregulated					
230 West 107th Street	4D	Deregulated					
230 West 107th Street	4F	Deregulated					
230 West 107th Street	4G	Deregulated					
230 West 107th Street	5A	Deregulated					
230 West 107th Street	5C	Deregulated					
230 West 107th Street	5D	Rent Stabilized		\$2,500.00	4/1/2024	\$0.00	
230 West 107th Street	5E	Deregulated					
230 West 107th Street	5H	Deregulated					
230 West 107th Street	5-I	Deregulated					
230 West 107th Street	6A	Deregulated					
230 West 107th Street	6C	Deregulated					
230 West 107th Street	6D	Deregulated					
230 West 107th Street	6J	Deregulated					
230 West 107th Street	6K	Deregulated					
231 East 117th Street	1F	Rent Stabilized		\$2,366.23	4/1/2022	\$0.00	
231 East 117th Street	1A	Rent Stabilized		\$2,247.63	9/1/2023	\$0.00	
231 East 117th Street	1D	Rent Stabilized		\$2,350.00	8/30/2024	\$0.00	
231 East 117th Street	1E	Rent Stabilized		\$2,087.99	9/20/2022	\$3,475.77	
231 East 117th Street	2D	Rent Stabilized		\$2,300.00	10/24/2024	\$0.00	
231 East 117th Street	2F	Rent Stabilized		Vacant			
231 East 117th Street	3A	Rent Stabilized		Vacant			
231 East 117th Street	3D	Rent Stabilized		\$2,100.00	3/1/2022	\$0.00	
231 East 117th Street	3F	Rent Stabilized		\$2,200.00	12/28/2023	\$0.00	
231 East 117th Street	4E	Rent Stabilized		\$3,000.00	2/26/2024	\$330.91	
231 East 117th Street	4F	Rent Stabilized		\$2,725.55	8/31/2021	\$4,769.15	
231 East 117th Street	5B	Rent Stabilized		\$2,000.00	3/1/2018	\$0.00	
231 East 117th Street	5C	Rent Stabilized		Vacant			
231 East 117th Street	5D	Rent Stabilized		\$2,100.00	3/23/2018	\$0.00	
231 East 117th Street	5E	Rent Stabilized		Vacant			
231 East 117th Street	6D	Rent Stabilized		\$2,472.00	6/1/2023	\$0.00	
231 East 117th Street	6F	Rent Stabilized		\$2,150.00	3/1/2024	\$649.31	
235 East 117th Street	2D	Deregulated					
235 East 117th Street	3C	Deregulated					
235 East 117th Street	1A	Rent Stabilized		Vacant			
235 East 117th Street	1B	Deregulated					
235 East 117th Street	1C	Deregulated					
235 East 117th Street	2A	Deregulated					
235 East 117th Street	2B	Deregulated					
235 East 117th Street	2E	Rent Stabilized		\$2,365.00	9/1/2021	\$4,535.56	
235 East 117th Street	2F	Deregulated					
235 East 117th Street	3A	Deregulated					
235 East 117th Street	3B	Rent Stabilized		Vacant			
235 East 117th Street	3E	Deregulated					
235 East 117th Street	4A	Rent Stabilized		\$1,658.23	5/1/2024	\$0.00	
235 East 117th Street	4B	Deregulated					
235 East 117th Street	4D	Rent Stabilized		\$1,875.00	6/1/2024	\$0.00	
235 East 117th Street	4F	Deregulated					
235 East 117th Street	5A	Deregulated					
235 East 117th Street	5F	Deregulated					
235 East 117th Street	6A	Rent Stabilized		Vacant		\$756.54	Refund to prior tenant under HS-410096-R
235 East 117th Street	6B	Deregulated					
235 East 117th Street	6F	Rent Stabilized		Vacant			
244 East 117th Street	1E	Rent Stabilized		\$1,968.75	10/22/2018	\$0.00	
244 East 117th Street	2C	Rent Stabilized		Vacant			
244 East 117th Street	2F	Deregulated					
244 East 117th Street	3B	Rent Stabilized		\$1,710.08	6/1/2024	\$0.00	
244 East 117th Street	3F	Rent Stabilized		\$2,459.30	4/1/2024	\$2,055.99	
244 East 117th Street	4A	Deregulated					
244 East 117th Street	4F	Deregulated					
244 East 117th Street	5F	Deregulated					
244 East 117th Street	6A	Rent Stabilized		\$2,600.00	9/1/2022	\$13,056.34	
244 East 117th Street	6B	Rent Stabilized		Vacant			
244 East 117th Street	6D	Deregulated					
244 East 117th Street	6F	Rent Stabilized		\$2,325.00	6/1/2022	\$79.55	
244 East 117th Street	1A	Rent Stabilized		\$1,734.64	2/1/2002	\$0.00	
244 East 117th Street	1B	Rent Stabilized		\$1,745.66	12/15/2015	\$0.00	
244 East 117th Street	1C	Rent Stabilized		\$2,250.00	8/1/2024	\$0.00	
244 East 117th Street	1D	Deregulated					
244 East 117th Street	1F	Deregulated					
244 East 117th Street	2A	Deregulated					
244 East 117th Street	2B	Rent Stabilized		Vacant			
244 East 117th Street	2D	Rent Stabilized		\$2,475.00	6/10/2024	\$0.00	
244 East 117th Street	2E	Rent Stabilized		Vacant			
244 East 117th Street	2G	Deregulated					
244 East 117th Street	3A	Rent Stabilized		Vacant			
244 East 117th Street	3E	Deregulated					
244 East 117th Street	3G	Rent Stabilized		Vacant			
244 East 117th Street	4B	Deregulated					
244 East 117th Street	4C	Rent Stabilized		\$1,731.96	12/1/2021	\$0.00	
244 East 117th Street	4D	Deregulated					
244 East 117th Street	5A	Deregulated					
244 East 117th Street	5B	Deregulated					
244 East 117th Street	5C	Deregulated					
244 East 117th Street	5D	Deregulated					
244 East 117th Street	5E	Deregulated					
244 East 117th Street	5G	Deregulated					
244 East 117th Street	6C	Deregulated					
244 East 117th Street	6E	Deregulated					
316 East 117th Street	1	Rent Stabilized		\$2,200.00	12/15/2023	\$913.64	
316 East 117th Street	9	Rent Stabilized		Vacant			
316 East 117th Street	10	Rent Stabilized		\$2,080.49	12/1/2021	\$0.00	
316 East 117th Street	15	Rent Stabilized		\$811.48	5/1/1994	\$0.00	
316 East 117th Street	16	Rent Stabilized		Vacant			
316 East 117th Street	17	Rent Stabilized		\$1,063.23	2/1/2014	\$0.00	
322 East 117th Street	1	Rent Stabilized		\$1,877.15	5/31/2019	\$0.00	
322 East 117th Street	4	Deregulated					
322 East 117th Street	15	Deregulated					
322 East 117th Street	17	Deregulated					
322 East 117th Street	20	Deregulated					
322 East 117th Street	23	Rent Stabilized		Vacant			
322 East 117th Street	24	Deregulated					

Building	Apartment	Regulatory Status						
					Vacant			
322 East 117th Street	27	Deregulated						
322 East 117th Street	9	Rent Stabilized			Vacant			
322 East 117th Street	11	Rent Stabilized			\$1,081.96	7/1/2011	\$0.00	
326 East 117th Street	1	Rent Stabilized			Vacant			
326 East 117th Street	2	Deregulated						
326 East 117th Street	3	Deregulated						
326 East 117th Street	4	Deregulated						
326 East 117th Street	9	Deregulated						
326 East 117th Street	10	Rent Stabilized			Vacant			
326 East 117th Street	11	Deregulated						
326 East 117th Street	12	Deregulated						
326 East 117th Street	14	Deregulated						
326 East 117th Street	15	Rent Stabilized			Vacant			
326 East 117th Street	24	Deregulated						
326 East 117th Street	26	Deregulated						

EXHIBIT B

(Currently Regulated Tenant – No Overcharge)

[Date]

Dear Tenant of Apartment ____, Building ____:

[Landlord name] (the “Landlord”) has settled an investigation by the Office of the New York State Attorney General (OAG) and New York State’s Homes and Community Renewal (“HCR”) concerning your building. As part of this settlement (Assurance of Discontinuance No. 24-093), the Landlord provided documentation regarding the rent history for your apartment as well as proof of certain Individual Apartment Improvements (IAI’s) in your apartment to OAG and HCR. This information enabled the Landlord to conclude that you remain rent stabilized and that the rent being charged to you is lower than the legal regulated rent so that there was and is no rent overcharge.

Based on this review, Landlord’s position is that you remain rent stabilized and that the rent being charged to you is lower than the legal regulated rent so that there was and is no overcharge. You have a right to challenge the calculations which were previously given to OAG and HCR to review. HCR could find your rent higher or lower than our calculation of the legal regulated rent or could even determine that you are not covered by rent regulation.

If you choose to challenge our calculations, you may file an overcharge complaint by going to HCR’s website to get instructions and the form:
<https://hcr.ny.gov/system/files/documents/2023/12/ra-89-fillable.pdf>

Should you have any immediate questions, please call [Landlord’s Managing Agent] at _____ and ask to speak with _____ about this Notice.

(Currently Regulated Tenant – Overcharge)

[Date]

Dear Tenant of Apartment ____, Building ____:

[Landlord name] (the “Landlord”) has settled an investigation by the Office of the New York State Attorney General (OAG) and New York State’s Homes and Community Renewal (“HCR”) concerning your building. As part of this settlement (Assurance of Discontinuance No. 24-093), we have reviewed your apartment’s rent history to see if there was an error in the regulatory status or the rent charged.

Based on this review, Landlord’s position is that you remain rent stabilized and that the rent being charged to you is higher than the legal regulated rent so there was an overcharge. Accordingly, you will be receiving a credit of \$_____ on your next rent bill that represents an overcharge of \$X per month for the months of X – X [insert additional calculations if the monthly overcharge amount changed at some point]

You have a right to challenge our calculations with HCR, the government agency that oversees rent regulation in New York State. However, HCR could find your rent higher or lower than our calculation of the legal regulated rent and therefore there is in fact no overcharge and/or could even determine that you are not covered by rent regulation.

If you choose to challenge our calculations, you may file an overcharge complaint by going to HCR’s website to get instructions and the form:
<https://hcr.ny.gov/system/files/documents/2023/12/ra-89-fillable.pdf>

Should you have any immediate questions, please call [Landlord’s Managing Agent] at _____ and ask to speak with _____ about this Notice.

(Currently Unregulated Tenant – remains Unregulated)

[Date]

Dear Tenant of Apartment ____, Building ____:

[Landlord name] (the “Landlord”) has settled an investigation by the Office of the New York State Attorney General (OAG) and New York State’s Homes and Community Renewal (“HCR”) concerning your building. As part of this settlement (Assurance of Discontinuance No. 24-093), we have reviewed your apartment’s rent history to see if there was an error in the regulatory status or the rent charged.

Based on this review, Landlord’s position is that your apartment was properly deregulated and is not covered by rent stabilization.

You have a right to challenge our calculations with HCR, the government agency that oversees rent regulation in New York State. If you choose to challenge our calculations, you may file an overcharge complaint by going to HCR’s website to get instructions and the form: <https://hcr.ny.gov/system/files/documents/2023/12/ra-89-fillable.pdf>

Should you have any immediate questions, please call [Landlord’s Managing Agent] at _____ and ask to speak with _____ about this Notice.

(Currently Unregulated Tenant – Reregulated with no Overcharge)

[Date]

Dear Tenant of Apartment ____, Building ____:

[Landlord name] (the “Landlord”) has settled an investigation by the Office of the New York State Attorney General (OAG) and New York State’s Homes and Community Renewal (“HCR”) concerning your building. As part of this settlement (Assurance of Discontinuance No. 24-093), we have reviewed your apartment’s rent history to see if there was an error in the regulatory status or the rent charged.

Based on this review, Landlord’s position is that your apartment is rent stabilized, and we have taken the necessary steps to register your apartment with HCR. You either have or will be receiving a copy of that Annual Rent Registration notice. However, we also determined in our review that the rent being charged to you is at or lower than the legal regulated rent that we are permitted to charge for your apartment. You have, therefore, not been overcharged rent. If your rent is lower than the legal regulated rent, all future rent stabilized renewal leases will be increased on this lower rent amount.

You have a right to challenge our calculations with HCR, the government agency that oversees rent regulation in New York State. However, HCR could find your rent higher or lower than our calculation of the legal regulated rent or could even determine that you are not covered by rent regulation.

If you choose to challenge our calculations, you may file an overcharge complaint by going to HCR’s website to get instructions and the form:
<https://hcr.ny.gov/system/files/documents/2023/12/ra-89-fillable.pdf>

Should you have any immediate questions, please call [Landlord’s Managing Agent] at _____ and ask to speak with _____ about this Notice.

(Currently Unregulated Tenant – Reregulated with Overcharge)

[Date]

Dear Tenant of Apartment ____, Building ____:

[Landlord name] (the “Landlord”) has settled an investigation by the Office of the New York State Attorney General (OAG) and New York State’s Homes and Community Renewal (“HCR”) concerning your building. As part of this settlement (Assurance of Discontinuance No. 24-093), we have reviewed your apartment’s rent history to see if there was an error in the regulatory status or the rent charged.

Based on this review, Landlord’s position is that your apartment is rent stabilized and that the rent being charged to you is higher than the permissible legal regulated rent, so there was an overcharge. Accordingly, you will be receiving a credit of \$_____ on your next rent bill that represents an overcharge of \$X per month for the months of X – X [insert additional calculations if the monthly overcharge amount changed at some point]

Our review has also revealed that the lease currently in effect for your apartment must be amended to comport with the rent stabilization laws. This includes the issuance of a rent stabilized lease at the correct legal regulated rent amount and for a term length of 1-year or 2-years, such term length to be chosen by you. You are entitled to review the lease and respond within 60 days of receipt of the lease offer by either accepting or rejecting the offer. We have also taken the necessary steps to register your apartment with HCR and you either have or will be receiving a copy of that Annual Rent Registration notice.

You have a right to challenge our calculations with HCR, the government agency that oversees rent regulation in New York State. However, HCR could find your rent higher or lower than our calculation of the legal regulated rent or could even determine that you are not covered by rent regulation.

If you choose to challenge our calculations, you may file an overcharge complaint by going to HCR’s website to get instructions and the form:
<https://hcr.ny.gov/system/files/documents/2023/12/ra-89-fillable.pdf>

Should you have any immediate questions, please call [Landlord’s Managing Agent] at _____ and ask to speak with _____ about this Notice.