

ATTORNEY GENERAL OF THE STATE OF NEW YORK
WESTCHESTER REGIONAL OFFICE

In the Matter of

Assurance No. 23-059

**Investigation by Letitia James,
Attorney General of the State of New York, of**

ANTHONY MARCIANO REAL ESTATE INC., d/b/a
CENTURY 21 MARCIANO, NEW ROC PROPERTY
MANAGEMENT LLC, PASQUALE A. MARCIANO.

Respondents.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation (the “OAG’s Investigation”), pursuant to NYS Executive Law §63(12) into whether Century 21 Marciano, Anthony Marciano Real Estate Inc., New Roc Property Management and Pasquale A. Marciano, a licensed New York State Real Estate Broker, have policies or practices that violate the New York State Human Rights Law (“HRL”), NY CLS Exec §§ 292, 296(5); New York State General Business Law, NY CLS Gen Bus §349; New York State Real Property Law (“RPL”) NY CLS Real P §238-a; NY CLS Gen Oblig §7-108 and the Westchester County, New York Code of Ordinances: Westchester County Fair Housing Law (“WCFHL” §700.19 et seq) by unlawfully discriminating against prospective tenants’ sources of income, including the Section 8 Housing Choice voucher subsidy and by misrepresenting that prospective tenants pay improperly high application fees as a condition of making an application for residential rental and/or subleased rental housing.

This Assurance of Discontinuance (“Assurance”) contains the OAG findings and the relief agreed to by the OAG and Respondents (collectively, the “Parties”) in settlement of the OAG’s Investigation.

OAG FINDINGS

The OAG finds that the Respondents discriminated against prospective tenants by refusing to rent, lease, negotiate, or by withholding the ability to apply for housing accommodations because of a person’s source of income, specifically, the Section 8 Housing Choice Voucher, in violation of NY Exec. Law §296.5(a)(1) and WCFHL§700.21. Respondents additionally engaged in deceptive business practices, in violation of NY GBL §349, in falsely representing to the public that Section 8 Housing Choice Vouchers were not acceptable sources of income to pay rent at certain properties based on landlords’ preferences not to participate in housing subsidy programs which discouraged housing subsidy holders from applying for certain housing. Additionally, Respondents misrepresented that rental application fees exceeding statutory maximums were a prerequisite to applying for certain rental and sublet rental housing, in violation of NY RPL §238-a and NY CLS Gen Oblig §7-108.

1. The period relevant to the OAG Investigation is from January 1, 2019, through the present date. (“Relevant period”).
2. Pasquale A. Marciano (“Marciano”) is a natural person who is a licensed real estate broker in New York State. At all times, Marciano was the principal broker in charge of the Century 21 affiliated brokerage franchise known as Century 21 Marciano (“C21 Marciano”). Additionally, Marciano has separate broker licenses affiliated with “New

Roc Property Management LLC” and “Affiliated Referral Network of NY”.¹ All three license numbers list his principal office as located at 546 North Avenue, New Rochelle, NY 10801.

3. Anthony Marciano Real Estate (“Marciano RE”), is a real estate company organized as an “S” Corporation doing business in New York State under the “doing business as” or d/b/a designation “Century 21 Marciano” (“C21 Marciano”).
4. C21 Marciano’s business is associated with more than twenty-five (25) NYS licensed Real Estate Sales Agents that are supervised by its head broker, Pasquale A. Marciano. C21 Marciano has its principal place of business at 546 North Avenue, New Rochelle, NY 10801. Marciano is responsible for establishing, supervising, and enforcing the policies and practices through which licensed Real Estate Sales Agents under his supervision, communicate to prospective tenants about available apartments for rental in properties that list availability with C21 Marciano, or which are leased by C21 sales agents through e.g., online platforms such as Street Easy, Apartments.com, Multiple Listing Service (“MLS”) etc. Marciano operates under a “Trade Name” Broker’s license which will be renewed on or after its current expiration on February 10, 2024.
5. New Roc Property Management LLC (“New Roc”) is a corporation, organized under New York State law, that owns a single mixed-use Rent Stabilized building in New York State, at 667 Main Street in New Rochelle, NY. Marciano is the principal owner of New Roc

¹ Marciano’s three real estate broker licenses registered with the NYS DOS Occupational Licensing Management System are: a “Trade Name” broker license for C21 Marciano # 37 MA1101672; a “LLC Broker” license for New Roc Property Management LLC #49MA083302 and a “Corporate Broker” license for Affiliated Referral Network of New York #10311209273. The License # registered for Century 21 Marciano organization is 109919655.

Property Management LLC. Marciano represents that he will not renew his “LLC Broker’s license” that he holds in association with New Roc Property Management LLC which expires on March 3, 2024.

6. Affiliated Referral Network is an out of state, Indiana based, referral company registered to do business in New York State which is currently associated with a “Corporate Broker” license of Marciano listing a principal office located at 546 North Avenue, New Rochelle, NY 10801. Marciano’s license expires July 11, 2025, but Marciano agrees to voluntarily surrender NYS Real Estate Broker’s license #10311209273 currently associated with Affiliated Referral Network within 30 calendar days of the Effective Date of this AOD and will forbear from seeking to renew or reapply for a license with Affiliated Referral Network for the length of this AOD. During the period between the AOD’s Effective Date and the subsequent 30 calendar day period, Marciano agrees to forbear from engaging in any business related to his Corporate Real Estate Broker license with Affiliated.
7. Pasquale A. Marciano owns, through single purpose entities, thirteen (13) multi-family residential rental properties throughout New Rochelle in Westchester County with a total of 76 units across the portfolio. Marciano is a principal and majority owner in six (6) of those thirteen (13) buildings and has a twenty-five (25) % interest in the remaining seven (7) buildings. Marciano makes the material representation that the residential Rent Stabilized building at 667 Main Street in New Rochelle that he owns has an also known as (“aka”) mailing address of 675 Main Street, New Rochelle, NY. (Exhibit A.)
8. Respondents either own, manage, participate, and/or have participated in leasing rental units constituting housing accommodations as defined by the NY HRL (Exec. Law

§292(10)) and WCFHL (§700.20(I)). This Assurance applies to all rental properties and units for rent or sublet rental situated in the State of New York in which any Respondent or its affiliates or subsidiaries has an ownership interest, management interest or for which Respondents participate as a broker or sales agent in the leasing of rental units. This Assurance also applies to the policies and procedures of residential properties for which any Respondent acts as an agent or broker or participates in renting, advertising, or locating tenants for vacant units. For the sake of clarity, Respondents shall not enforce or implement any policy or procedure (whether or not created by them) that violates the NY HRL (Exec. Law §292(10)), NY CLS Gen Bus §349, NY RPL §238-a, NY CLS Gen Oblig §7-108 and/or WCFHL (§700.20(I)).

9. Respondents are or were responsible for establishing, supervising, and enforcing the policies and practices through which prospective tenants are informed about and shown available apartments for rental.

Testing To Uncover Discrimination

10. Over the course of several days in the month of December 2020, fair housing testing was conducted by the Housing Rights Initiative (“HRI”), a non-profit organization that conducts investigations by audit testing, to reveal housing discrimination that would otherwise go undetected, and seek enforcement of anti-discrimination laws. Their undercover tests revealed that Respondent C21 Marciano, through its various Real Estate Sales Agents, enforced a policy that prohibited Section 8 voucher holders from submitting rental applications to residential units advertised for rent in both traditional residential rental units and in subleases of apartments for rent in co-operative buildings.

The First Violation

11. On or about December 16, 2020, a tester from HRI posing as a prospective tenant called to inquire about a listing for a studio apartment renting for \$1,600.00 per month at 2261 Palmer Avenue, # 2G, New Rochelle, NY listed by C21 Marciano sales agent, [REDACTED]. During the course of a recorded conversation with the tester, [REDACTED] confirmed that the apartment was still available for rent. When the tester asked if they could use their Section 8 voucher to rent the unit, [REDACTED] replied **“Unfortunately, no. This is a co-op...you have to go to a board for approval. You need a 700 FICO score and income”**. The tester was unable to proceed any further to be considered for this rental unit, instead the tester was encouraged to consider renting an apartment in a different building that [REDACTED] indicated would take Section 8.

The Second Violation

12. On or about December 17, 2020, a tester from HRI posing as a prospective tenant called to inquire about a listing for a newly renovated one-bedroom apartment renting for \$1,550.00 per month at 57 Hilltop Avenue, # 3, New Rochelle, NY, listed by C21 Marciano sales agent, [REDACTED]. During the course of a recorded conversation with the tester, [REDACTED] confirmed that the apartment was still available for rent. When the tester asked if they would be able to use their Section 8 voucher to rent the unit, [REDACTED] replied **“Uh, no I don’t think so...It’s up to the Landlord, he kind of prefers the tenant without the Section 8 voucher...there were two other people with a voucher,**

and he said ‘No’.” The tester was unable to proceed any further to be considered for this rental unit.

The Third Violation

13. On or about December 18, 2020, a tester from HRI posing as a prospective tenant called to inquire about a listing for a one-bedroom apartment renting for \$2,000.00 per month at 666 Pelham Road, # 3A, New Rochelle, NY. The tester spoke with C21 Marciano sales agent, [REDACTED]. During the course of a recorded conversation with the tester, [REDACTED] confirmed that the apartment was still available for rent and that the apartment was in a co-operative building and that the tester would have to “go in front of a [REDACTED] board...and there’s a \$450 application fee and a \$150 credit and background check fee...it’s usually non-fundable”. When the tester asked if they would be able to use their Section 8 voucher to rent the unit, [REDACTED] replied **“No, not really, ...but I may have something...it’s on Stonelea...they take Section 8’.**” The tester was unable to proceed any further to be considered for the rental unit at the co-op on Pelham Road.

The Fourth Violation

14. On or about the same day, December 18, 2020, a tester from HRI posing as a prospective tenant called C21 Marciano’s offices to inquire about a listing for a two-bedroom apartment renting for \$2,000.00 per month at 50 White Oak Street, Unit 4B, New Rochelle. The tester was transferred from the C21 Marciano receptionist to a C21 Marciano sales agent, who did not identify herself by name. During the course of a recorded conversation with the tester, the sales agent confirmed that the apartment was still available for rent and that the apartment was in a co-operative building and asked about the caller’s credit score. When the tester replied that their credit score was 720, the

sales agent replied “**ok, that’s not bad**”. When the tester asked if they could use their Section 8 voucher to rent the apartment, the sales agent said “**No.**” When the tester asked again “No, it wouldn’t be accepted?”, the sales agent confirmed “**No**”. The tester was unable to proceed any further to be considered for the rental unit at the co-op on White Oak Street.

Respondents’ Misrepresentations of Rental Application Fees

15. After the Housing Stability and Tenant Protection Act (“HSTPA”) became effective on or about June 15, 2019, and during the Relevant period, Respondents continued to represent to prospective tenants and tenants who leased apartments through them, that application fees for sublet rental units at co-operative apartment complexes could be charged in excess of the allowable maximum under the law.
16. Respondents’ sales agents told testers in recorded calls that rental application fees of \$450.00 could be charged by co-operatives for sublet rental applications as well as a separate additional \$150.00 fee for an alleged “credit and background check”.

Applicable Law

17. New York State Human Rights Law and local Westchester County Fair Housing Law make it unlawful to refuse to rent or negotiate for the rental of, or otherwise make unavailable or deny a housing accommodation on the basis of lawful source of income. NYS Exec. Law § 296(5)(a)(1) and WCFHL § 700.21. A lawful source of income includes “... any form of federal, state or local public assistance or housing assistance including but not limited to section 8 vouchers....” Exec. Law § 292(36). Owners, landlords, property managers, rental agents and brokers are therefore not permitted under New York State law to refuse potential tenants access to housing solely because they

- intend to use housing subsidy assistance to rent housing. There is no exception for co-operative associations' sponsor units or shareholder units that are being sublet for rental.
18. General Business Law Article 22-A, § 349 makes it unlawful for any person or entity or agent thereof to engage in deceptive acts or practices in the conduct of business or in the furnishing of any service in New York State.
 19. Real Property Law §238-a makes it unlawful to charge prospective tenants for rental housing any application fee other than for background and credit checks. Additionally, the total fees associated with the application may be no more than \$20 or the cost of the background screening report, whichever is less. Where applicants provide their own screening report that is less than 30 days old, no application fee may be collected from the prospective tenant. Additionally, New York State General Obligations Law §7-108 clarifies that co-operative associations are similarly limited in their ability to charge fees in the application process unless those fees will be ultimately credited to the *purchase price paid in a co-operative sales transaction, but not when units are being rented*.
 20. The OAG finds that the Respondents' business practice and policy of rejecting Section 8 voucher holders for certain multi-family rentals and for sublease rentals of co-operative units was unreasonable and inequitable because it makes housing unavailable by illegally discriminating against prospective tenants based on their lawful source of income. The OAG finds further that Respondents improperly represented that rental application fees in excess of those allowable by law could be obtained in certain rental/sublet transactions.
 21. During the Relevant Period, the Respondents and their sales agents illegally represented that Section 8 Housing Choice vouchers could not be used at certain multi-family rental properties and also gave prospective tenants false or misleading information when they

claimed that co-operative buildings could legally reject Section 8 Voucher holders at their discretion, from applying for available sublet rental housing.

22. In addition to violations of the NYS Human Rights Law, NYS General Business Law, NYS CLS Gen Oblig Law, NYS Real Property Law and Westchester County Fair Housing laws, Respondents have injured the non-profit fair housing testing group, HRI, by causing them to divert and expend resources, including their research and conduct of audit testing of Respondents that uncovered Respondents' discriminatory conduct.
23. Respondents admit the OAG's Findings above. 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 NY CLS Exec Law §63(15), in lieu of commencing a civil action or proceeding for violations of the Executive Law §63(12), the NYS Human Rights Law [NY CLS Exec Law §§292, 296(5)] NYS General Business Law (NY CLS Gen Bus §349 & §350) NY Real Property Law (NY CLS RPL §238-a) NY Gen Oblig Law (NY CLS GOL §7-108) and the Westchester County, New York Code of Ordinances: Westchester County Fair Housing Law ("WCFHL" §700.19 et seq). based on the conduct described above.

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

RELIEF

Term and Scope of Assurance

24. The Effective Date of this Assurance shall be the date this Assurance is signed by the OAG. The term of this Assurance shall run for five (5) years from the Effective date. The OAG has also agreed to include in the Set-aside program (defined herein) any residential rentals under Respondents' ownership where a tenant takes or has taken possession of the

unit, on or after April 1, 2023, after approval from the relevant administrator of the use of their low-income government funded housing subsidy (e.g., Section 8) at that unit.

Respondents will produce evidence of said rental to the OAG as further described herein.

25. The provisions of this Assurance shall be binding on the Respondents and on any of their owners, members, principals, shareholders, officers, employees, agent, heirs, assigns and successors in interest and to the policies and procedures of any residential property for rent or sublet rental which any Respondent acts as an agent or broker, manager or owner or participates in any way in the renting, advertising, or locating tenants for rental units.
26. During the term of this Assurance, Respondents shall be limited to sale and/or transfer of ownership interest of no more than 38 total units, whether or not the property ownership is transferred in a whole or percentage interest. At all times, during the term of this Assurance, the Respondents shall maintain ownership and control over no less than 38 residential units of the 76 that they currently own. (See Exhibit A.)

General Permanent Injunction

27. To the extent that, and so long as the statues mentioned below remain in effect and have not been repealed or found by a court of competent jurisdiction to be void and unenforceable, Respondents shall not engage or attempt to engage in conduct in violation of any applicable laws, including but not limited to the NYS Human Rights Law (NY CLS Exec. Law §§292, 296(5)) NYS General Business Law (NY CLS Gen Bus §349 & §350), NYS Real Property Law (NY CLS RPL §238-a), NY CLS Gen Oblig Law (§7-108) and the Westchester County, New York Code of Ordinances: Westchester County Fair Housing Law (“WCFHL” §700.19 et seq). Respondents expressly agree and acknowledge that violation of any of these laws is a violation of this Assurance, and that the OAG

thereafter may commence the civil action or proceeding contemplated in paragraph 23 supra, in addition to any other appropriate investigation, action or proceeding.

28. Specifically, Respondents and all of their affiliates, subsidiaries, agents, employees, contractors, successors, and all other persons acting in concert with or on behalf of Respondents shall be permanently enjoined from:

[Refusing] to sell, rent, lease or otherwise deny to or withhold from any person or group of persons, [such] a housing accommodation because of the race, creed, color, national origin, alienage or citizenship status, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, status as a victim of domestic violence, lawful source of income or familial status of such person or persons or to represent that any housing accommodation or land is not available for inspection, sale, rental or lease when in fact it is so available.

N.Y. Exec. Law §296(5)(a)(1). See also, WCFH Law §700.21.

29. Respondents represent that Affiliated Referral Network acts solely as a “limited function referral entity” and is not independently engaged in the leasing of residential housing in New York State. Respondent Pasquale A. Marciano represents that he and the Respondents are not principals, officers, or employees of Affiliated Referral Network and that there is no other formal or contractual relationship or business being conducted other than the affiliation of Marciano’ Broker’s license. Marciano agrees to voluntarily surrender his NYS Real Estate Broker’s license # #10311209273 currently associated with Affiliated Referral Network within 30 calendar days of the Effective Date of this AOD and will forbear from seeking to renew or reapply for a license with Affiliated Referral Network for the length of this AOD. During the period between the AOD’s Effective Date and the subsequent 30 calendar day period, Marciano agrees to forbear from engaging in any business related to his Corporate Real Estate Broker license with Affiliated.

30. The OAG may, amongst its other remedies, file a proceeding in State Supreme Court seeking entry of a judgment for a permanent injunction should it determine that Respondent has violated the permanent injunctions agreed to in this Assurance against the prohibited conduct. Respondent retains the right to defend that the alleged default conduct took place after signing this Assurance and did not constitute a violation of the enjoined activities contemplated by the Assurance.

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

31. On or before the Effective Date of this Assurance, Respondents shall implement an anti-discrimination policy that conforms with the NYSHRL and the WCFHL, by adopting the specific policy language attached hereto in its entirety at Exhibit B.

32. Respondents shall distribute the Policy to: (a) any persons directly or indirectly involved in the processing of renting, advertising, showing apartments, providing information to prospective tenants, and/or deciding whether and to whom apartments will be shown or rented in any residential rental property for which any Respondent acts as agent or broker or participates in renting, advertising, or locating tenants for vacant units, including without limitation any employees with contact with the public (including but not limited to secretaries, administrative assistants, project managers, and/or accountants), agents, building superintendents, independent contractors, managing agents, brokers, and sales or rental associates; and (b) any persons directly involved in managing or maintaining the properties Respondent owns or manages.

33. Each person who receives the Policy pursuant to the preceding paragraph shall sign the acknowledgement form attached hereto at Exhibit C.

34. Additionally, Respondents acknowledge their responsibility, when acting in their respective capacities as a licensed NYS Real Estate Broker and in their supervision of licensed NYS Real Estate Sales Agents to complete and maintain a written record, consisting of a completed rental or sublet application and executed NYS Department of State Division of Licensing Services' "Fair Housing and Anti-Discrimination Disclosure" form, (Exhibit D), given to prospective tenants upon first substantive contact, that is kept on file for three years.
35. Respondents shall ensure that a) the Housing and Urban Development ("HUD") fair housing poster, HUD Form 928.1, b) the New York State Division of Licensing Services "Housing and Anti-Discrimination Notice" poster, and c) the New York State Division of Human Rights Source of Income Discrimination poster, all attached hereto as Exhibit E, 1-3, are posted and prominently displayed in each of the residential rental buildings it owns or comes to own and in any office that Respondents own or manage where the business of leasing of residential rental housing is conducted.
36. Respondents shall ensure that the following sentences are printed in a readable, legible, and visible manner on any form rental applications (including any online or electronic applications) given to prospective applicants for apartments and given to prospective applicants who inquire about available apartments:
- "Our company is committed to equal housing opportunity. We do not discriminate based on race, color, national origin, religion, sex, disability, familial status, sexual orientation, lawful source of income (including government housing subsidies), gender, gender identity and expression, marital status, age, citizenship or alienage status, domestic violence, sexual abuse or stalking victim status, or military status. We are happy to consider applicants who have housing vouchers or subsidies."

37. Respondents shall ensure that any rental unit that becomes vacant that is either owned or managed for leasing by Respondents shall be posted on Craigslist and/or an equivalent widely publicized and accessible website such as Zillow, StreetEasy, and/or Apartments.com (“Advertisement”), describing the features of the available unit or units. Each Advertisement shall include, but not be limited to the following information: (a) the number of bedrooms, (b) the amount of the rent, (c) a contact telephone number to respond to the advertisement, d) the name of the entity or person posting the advertisement, e) a description of the location of the apartment, f) the phrase “Equal Housing Opportunity”; and g) in a large font (at least 4 points larger than the font for the remainder of the advertisement or, in all capital letters the sentence: “Government housing vouchers, such as Section 8, are accepted.”
38. Until the Advertisement is so posted for a particular apartment, Respondents and each of their respective principals, agents, employees, or contractors shall not inform any prospective applicants or real estate agents or brokers in writing or verbally about the availability of the apartment, except for real estate agents or brokers who are responsible for posting the Advertisement. However, no one, including such real estate agents or brokers shall take any additional steps toward renting the apartment, showing the apartment, or take any other actions to rent the apartment until the Advertisement is posted.
39. Respondents shall ensure that the Advertisement posted on the widely available and public site is current and viewable through searches for at least three consecutive days, and that all such Advertisements reflect current information regarding the apartment at issue.

40. No later than twenty-four (24) hours after each such Advertisement is posted, Respondents shall also advertise the apartment on <https://www.nyhousingsearch.gov/> and such posting shall include the same information as the Advertisement.
41. Until an advertisement complying with the required terms is posted, prospective applicants, current tenants, shareholders and real estate agents and brokers will not be informed by the Respondents either orally or in writing of the availability of the apartment, shown the apartment or provided any information about the apartment except for real estate agents or brokers who are responsible for posting the Advertisement.
42. During the term of this Agreement, the Respondents shall not knowingly permit any rental agent or broker or other person or entity to represent it in connection with residential rentals it has an ownership interest in, and/or to show its vacant apartments or find renters for its residential rental buildings, unless such agent, broker, person, or entity has been trained pursuant to the training provisions *infra* in this Assurance.

Programmatic Relief: Rental and Co-op Rental Sublease Fees

43. Respondents shall ensure that no rental/sublet application fee, for residential units they or their agents lease, list, or advertise on behalf of themselves or another individual or ownership entity, is sought and/or collected in excess of the statutorily permitted maximum of \$20.00. When engaging in any residential rental leasing, Respondents and their agents will put owner and prospective tenant applicants alike on notice that if an applicant for rental housing provides a copy of a background check report that is less than 30 days old, they will not have to pay any application fee.

Programmatic Relief: Training and Education

44. Within ninety (90) days of the Effective Date, Respondent Pasquale A. Marciano shall attend a half day (minimum of 4 hours) training on the NYS Human Rights Law and the Westchester County Fair Housing Law, including the laws' provisions relating to lawful source of income, and the requirements of this Assurance ("Fair Housing Training"). Respondent Marciano makes the material representation that none of the real estate sales agents affiliated with any of his broker licenses and supervision is, as of the Effective Date of this AOD, engaging in any residential rental leasing. Should any agent or employee affiliated with the broker's license or brokerage business of any of the Respondents resume residential rental leasing work, then Respondent Marciano will ensure that they attend a half day (minimum of 4 hours) training on the NYS Human Rights Law and the Westchester County Fair Housing Law, including the laws' provisions relating to lawful source of income, and the requirements of this Assurance ("Fair Housing Training") and shall keep proof of said attendance.
45. The training shall be given by Westchester Residential Opportunities (WRO) or by another not-for-profit housing organization approved by the OAG. The Respondents will bear the costs of any expenses associated with this training. The individuals trained shall verify their attendance at the Training in writing. Within 14 calendar days of the date of the Training required by this Agreement, Respondents shall provide Plaintiff with a copy of the attendance verifications and the date on which the Training was conducted by sending such verifications via email to the OAG for notice as detailed at paragraph 73.
46. Respondents shall ensure that in the period between two years from the Effective Date and two years and forty-five days from the Effective Date, Respondents and their owners,

directors, managing partners, employees with contact with the public and residential rental agents shall again receive the half day minimum Fair Housing and Source of Income discrimination training described above at their own cost.

47. Respondents shall ensure that in the period between four years from the Effective Date and four years and forty-five days from the Effective Date, Respondents, their owners, directors, managing partners, employees and residential rental agents shall again receive the half day minimum Fair Housing and Source of Income discrimination training described above at their own cost.
48. Respondents shall ensure that any employee with contact with the public for the purpose of leasing rental housing hired by Respondents or others who become an owner, director, managing partner, employee, or agent, shall be trained within 60 calendar days and no one who has not been trained may represent the Respondents in connection with the properties they own and/or manage. Respondents will keep documentation of all of the above training as detailed herein. Respondents represent that they are not engaged in property management at residential co-operative properties, however, to the extent that Respondents become engaged in property management at co-operatives that sublet rentals to the public, Respondents will ensure that the relevant co-operative Boards keep the required documentation of their mandatory Fair Housing training in accordance with the local law, WCFHL §700.21-a (D)(4). Respondents also agree, in their capacity as Real Estate Brokers and Sales Agents to remind co-operative proprietary leaseholders (aka shareholders) of their obligations not to discriminate based on lawful source of income in subleasing their units for rent (in those co-op complexes where subletting is permitted) pursuant to mandates of the NYS HRL and WCHRL.

Programmatic Relief: Compliance Testing

49. During the Effective Date of this Assurance, Respondents agree that unannounced compliance paired testing of Respondents' rental leasing practices will occur.

Respondents agree that the results of the paired testing will be provided directly to the OAG and any results indicating noncompliance with the NYSHRL or the WCFHL will then be provided to Respondents by the OAG.

50. Paired tests shall be performed randomly, without prior notice to Respondents or any of their agents. If any tests indicate that Respondents or their agents engaged in discrimination or differential treatment based on a protected group identity as defined by the NYS Human Rights Law and/or Westchester County Fair Housing Law, the OAG may commence a civil action or proceeding for violations of the NYS Human Rights Law [NYS Exec. Law §§292, 296(5)] NYS General Business Law (G.B.L. §349 & §350) NYS Real Property Law (RPL §238-a) NYS Gen Oblig. Law (NY CLS GOL §7-108) and/or the Westchester County, New York Code of Ordinances: Westchester County Fair Housing Law ("WCFHL" §700.19 et seq) based on the discriminatory conduct.

Programmatic Relief: Reporting and Document Retention Requirements

51. During the five-year period of this Assurance, Respondents shall provide the OAG notification of the following events:

- Any changes to Respondents' rules or practices that relate to rental criteria and/or requirements.
- Notice of the acquisition of a direct or indirect management, ownership, financial, or controlling interest in any dwelling for rent or that allows subleasing for rent in New York State.

- Any information indicating that Respondents or any of its agents or employees, may be in violation of this Assurance within five (5) calendar days of such knowledge or discovery.
- Any written or oral complaint made against Respondents, or any of their agents or employees, regarding discrimination in housing within thirty (30) calendar days of receipt of such complaint by any agent or employee of Respondents.
- With respect to oral complaints, Respondents, their agents or employees, to whom a complaint is made shall maintain a log in which they record the name of the complainant; the address, telephone number, and email address, if available, of the complainant; the date the complaint was received; the name of the employee or agent who is the subject of the complaint; the name of the property involved in the complaint; and a general description of the complaint. Respondent shall retain any and all documentation, written or transcribed that relates to oral and written complaints.
- Respondents shall provide the above information to the OAG within thirty (30) calendar days of receipt of the oral and/or written complaint. Respondents shall inform the OAG within fifteen (15) calendar days of the substance of any resolution of such complaint; and any documents or information related to compliance testing including any compliance test results shared with Respondents.

52. During the five-year period of this Assurance, Respondents shall retain the below records that will be made available to the OAG upon reasonable notice to Respondents:

- Respondents shall preserve all records that are the source of, contain, or relate in any way to its obligations under this Assurance. Upon reasonable notice to counsel for Respondents, representatives of the OAG shall be permitted to inspect and copy all such records at any and all reasonable times other, upon request by the OAG, Respondents shall provide copies of such documents.
- Respondents shall, for the period that this Assurance is in effect, keep copies of all advertisements listing rental properties under their management or in which they hold an ownership interest; keep a record of all inquiries about rentals/subleases and whether or not the prospective renter sought to use a government housing subsidy; keep copies of all applications for rentals and related documents. whether a rental application was accepted or denied, the date of such acceptance or denial,

and the reason for the denial. This includes, without limitation, any reports or other documents obtained from third parties regarding tenant screening or background checks. Such information may be written and/or stamped on the application or maintained in any reasonable accessible way.

- To the extent Defendants do not already have a system to maintain records of whether rental applications are accepted or denied, and the reasons for the denial, they shall establish such a system. The OAG may request to see these records upon reasonable notice of no less than seven calendar days.
- Respondents shall establish a permanent system to maintain a record of whether submitted applications for rental or sublease are accepted or denied and the reasons for the denial. The OAG may request to see these records upon reasonable notice of no less than seven calendar days.

Affirmative Programmatic Relief: Outreach, Apartment Set-Asides and Fee Waiver

53. In lieu of larger monetary civil penalties payable to the State of New York than will be imposed by this Assurance, Respondents agree to a program, detailed below, of affirmative outreach, set asides of available apartments to housing subsidy holders and brokerage fee waivers to provide prospective tenants holding government housing subsidies meaningful opportunities to rent housing in Respondents' portfolio. This remedy is necessary to ensure compliance with federal or state law, or to obtain the benefits of a federal or state program, in light of the violations of law under NY Executive Law 296 and as authorized under NYS Human Rights Law.

54. Beginning with the Effective Date of this Assurance, Respondents will provide WRO and/or any community partner, public housing authority or individual that WRO or the OAG refers to Respondents, simultaneous notice of all apartment vacancies offered at rents at or below housing subsidy payment standards at properties they own and/or manage.

55. Respondents also agree, over the term of this five -year AOD, to set aside nine (9) total set asides, as described below, across properties they own, to be rented to prospective tenants holding government housing subsidies, like the Section 8 Housing Choice voucher. These units will be referred to by this AOD as the “Set Aside” units. Vacancies that become available in Rent Stabilized buildings owned by Respondents or in any building in a well-resourced area” that Respondents may come to own during the term of the AOD as defined by NYS HCR’s mapping tool:

<https://nyshcr.maps.arcgis.com/apps/webappviewer/index.html?id=b0ca4a8432104bb4ac71fb576ee51175>), must be offered first towards fulfillment of these Set-Aside

commitments before offering rental to other prospective tenants or the general public.

The following additional conditions shall apply to the Set-Aside units:

- Applicants for Set Aside units (who are holders of government housing subsidies) will not be subject to a minimum income test, a credit score requirement or any other screening tool that violates state and local SOI non-discriminations laws.
- If an eligible voucher or housing subsidy holder applies for one of the Set Asides, that applicant cannot be turned down for housing, if they were the first in time to apply, in favor of another applicant that has a type of housing subsidy that Respondents prefer.
- All Set Aside initial leases will be for a one-year term, but all nine (9) tenants will additionally be offered a one or two-year renewal lease at least ninety (90) days before the expiration of their initial lease. A renewal will count towards the total of nine (9) renewals when the renewal lease is executed. If an apartment is rent regulated under local law, then the renewal lease shall be for a one year or two-year term at the tenant’s option, as required by applicable law and shall not count towards the total requirement of nine renewal leases as it is otherwise required to be offered. A renewal lease will not be offered if the tenant breaches the lease, violates the law, creates harm to other tenants or undertakes other wrongful conduct under the lease or law and a termination notice detailing

said conduct or any other notices required by law or contract has been served, resulting in either the tenant's voluntary surrender of the unit or a judgment of possession for the landlord pursuant to a properly commenced holdover court proceeding. Notice of non-renewal will be simultaneously served on the OAG pursuant to the notice provisions at paragraph #.

- In setting aside a unit for use with a housing subsidy under the terms of this Assurance, Respondents shall not seek to displace an existing tenant using a housing subsidy with a new tenant holding a housing subsidy.
- A minimum of two (2) Set-Aside apartments must be leased by the end of each of the first two (2) years of the Assurance's term. Should more than two (2) set aside apartments be leased in a given year, the additional leases shall count toward the total of nine (9) for the five-year term of the AOD and will be deemed to carry over to the following year.
- Rents and Renewal Rents on the Set Aside units shall not exceed the applicable maximum allowable rent (or Payment Standard) for the subsidy held by the applying or occupying tenant. If rent regulated, the rent for the first lease shall not exceed the legal regulated rent. If the legal regulated rent exceeds the Payment Standard for the housing subsidy, then the charged rent must be lowered, as a preferential rent, to the Payment Standard so as to accommodate the applicant's subsidy requirements. Additionally, if the apartment is rent regulated, the local rent guidelines' percentage increase shall be used to increase the rent at renewal, as long as the resulting rent charged to the subsidized tenant does not exceed the maximum allowable Payment Standard for their subsidy.
- The Set Asides shall not all be located in the same building within a complex or solely within a single building or complex. As much as practicable, the Set Asides shall be made available in a variety of studio, one (1), two (2) and three (3) bedroom units in the buildings which the Respondents own.
- No more than three (3) Set Aside units shall be in studio apartments. The remaining six (6) units shall be distributed amongst one (1), two (2) and three (3) bedroom units.
- Completion of the Set Aside program does not relieve Respondents of their ongoing legal obligation to lease vacant units without discriminating against an applicant's lawful source of income.

56. Respondents shall submit copies of signed leases (or renewal leases), housing subsidy approval notifications and evidence of rent payment by the Set Aside tenant to demonstrate that a Set Aside rental has been completed. Submission shall be made to the OAG within twenty (20) business days of the approved, fully executed lease/renewal lease packet being returned to Respondents by the housing subsidy provider. Documents shall be submitted to the OAG pursuant to the provisions for notice outlined in paragraph # 73 herein.
57. Should Respondents default by failing to rent the number of Set-Asides required by the terms of this Assurance at any point during the term of the Assurance or by its end, Respondents may apply, within seven (7) calendar days of their default, to the OAG for a reasonable extension of time to cure their default. The OAG's extension shall be granted for good cause demonstrated by the Respondents at the sole discretion of the OAG to determine if good cause has been sufficiently demonstrated. After the good cause extension expires without cure, or good cause is not found on OAG review, Respondents agree to pay a liquidated damages amount of \$100.00 per day for each day that they are in default until such time as they have completed a rental that meets the Set Asides program requirements. Daily liquidated damages penalties will commence following receipt of written notification from the OAG to Respondents' counsel via electronic mail.
58. Once the nine set-asides are completed, pursuant to the terms of this AOD, the Respondents will not be required to serve any additional paperwork upon the OAG as required specifically for set-asides under this Agreement.
59. In addition to the above affirmative relief establishing a Set-Asides program, Respondents agree, that during the five-year period of this Assurance, no broker's fees will be charged

to any applicants seeking to use a government housing subsidy to rent or sublease an apartment for rental, unless a broker's fee is otherwise available and payable in full by a local Social Services agency, whether for a Set Aside unit or any other rental obtained through the Respondents. Respondent C21 Marciano makes the material representation that it has ceased or will cease, as of the Effective Date of this Assurance, all residential rental leasing activity as part of its business and that henceforth it will participate exclusively in residential sales of co-ops, condos and homes only. Should Respondent C21 Marciano or its affiliated sales agents resume the leasing of rental units, it agrees it will be bound by the programmatic relief as it applies to the advertisement, processing, record keeping and leasing of rental units contemplated by this Assurance.

60. Additionally, Respondents agree that, in their capacity as property managers and/or owners, they will not seek application or any other related fees for rental tenancies that exceed the maximum allowable, one-time application fee that may be legally charged of \$20.00. This restriction applies to prospective sublessees of co-operative apartments for rental also pursuant to NYS RPL §238-a and NY CLS GOL §7-108.

No Application Fees were retained by Respondent Owners in excess of \$20.00:

61. Respondents shall provide a separately sworn Affidavit that shall be attached to this AOD at Exhibit F, containing their representation, under penalty of perjury, that, in their capacity as owners of residential property, it was not their practice to collect application fees for the rental units and that any rental application fees sought in their capacity as a broker/sales agent to an owner was turned over to that owner and not retained by them.

Monetary Relief Payments

62. *Monetary Relief Amount:* Respondents shall pay the sum of twenty-five thousand dollars (\$25,000.00) to the State of New York on behalf of the fair housing non-profit organization, Housing Rights Initiative (“HRI”), for diversion of resources damages for the testing and research it conducted into Respondents’ discriminatory behavior described in this Assurance. Respondents shall pay the additional sum of fifteen thousand dollars (\$15,000.00) to the State of New York as a civil penalty for its violation of the law.
63. *Payment due date:* Payment shall be made simultaneously with the full and final execution of this Assurance.
64. *Payment Method:* Payment to the State of New York shall be made by wire transfer, attorney check, or corporate or certified check or bank draft which shall be made payable to the “State of New York” and shall reference Assurance No. 23-059. Payments and written notices shall be addressed to the attention of Jane Landry-Reyes, AAG, State of New York, Office of the New York State Attorney General, Housing Protection Unit, 28 Liberty Street, New York, NY 10005, or in her absence, to the person holding the title of Unit Chief, Housing Protection Unit, as indicated in paragraph 73 below regarding written communication.
65. *Default in Payment:* Should Respondents fail to timely and properly make payment in accordance with the payment due date set forth above, the OAG shall provide Respondents or Respondents counsel with written notice of such failure by email or by first class regular mail to any last known address for the Respondents or their counsel as reported to the OAG. If Respondent does not cure such failure within 30 calendar days of the date on the OAG’s written notice, the OAG may commence an enforcement action or

proceeding in State Supreme Court seeking appropriate relief against Respondents, at any time, and without further notice, for the monetary relief payment owed pursuant to this Assurance at the time of default, less any payments made prior to default, plus the collection of fees and statutory costs described herein.

66. Respondents expressly agree and acknowledge that a default in the performance of any obligation under the above paragraphs regarding injunctive, programmatic and monetary relief is a violation of the Assurance and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph # 23 *supra*, in addition to any other appropriate investigation, action, or proceeding, and that evidence that the Assurance has been violated shall constitute prima facie proof of the relevant applicable law pursuant to Executive Law § 63(15).

67. The remedies contained paragraph # 23 of this Assurance shall be in addition to any other remedies the OAG shall have, whether under this Assurance or elsewhere, and shall not preclude the OAG from seeking alternative remedies either separately or combined with the remedy in paragraph # 23.

MISCELLANEOUS

Subsequent Proceedings:

68. Respondents expressly agree and acknowledge that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to misrepresentation as described in paragraph # 75 and can enforce the specific performance of the relief in this Assurance as the parties would enforce a contract in the case of a breach, based on the conduct described herein. Respondents agree and acknowledge that in such event:

- any statute of limitations or other time-related defenses are tolled from and after the Effective Date of this Assurance and that the tolling of said statute of limitations or time-related defenses ends five years after the Effective Date of this Assurance;
- 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;
- any civil action or proceeding must be adjudicated by the Courts of the State of New York, and that Respondents irrevocably and unconditionally waive any objection based upon personal jurisdiction, inconvenient forum, or venue;

Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that Respondents violates the Assurance after its effective date.

69. If a court of competent jurisdiction determines that the Respondent(s) has/have violated the Assurance, the Respondent(s) shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation, expenses, and court costs.

Effects of Assurance:

70. All terms and conditions of this Assurance shall continue in full force and effect on any *affiliated* 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 the OAG, except the Respondents have the right to transfer the properties for sale to a bona fide purchaser, as specifically provided in paragraph 26 *supra*, and shall provide notice to the OAG thereof. Notwithstanding anything to the contrary herein, this paragraph shall not apply to an *unaffiliated* purchaser for value. Any

entity associated with Respondent and/or its principals, shall not be considered unaffiliated. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

71. This Assurance settles the OAG's claims against the Respondents as they relate to the legal claims outlined herein through the date of Execution of this Assurance.
72. 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 Respondents.

Communications:

73. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 23-059 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 Respondents, to:

Patrick Palladino, Esq.
Milber Makris Plousadis & Seiden LLP
1000 Woodury Road, Suite 402
Woodbury, NY 11797

And

Pasquale A. Marciano
546 North Avenue
New Rochelle, NY 10801

If to the OAG, to:

Sandra Giorno-Tocco
Assistant Attorney General
NYS Office of the Attorney General
Westchester Regional Office
44 South Broadway
White Plains, New York 10601
sandra.giorno-tocco@ag.ny.gov
or in her absence, to the person holding the title of
Assistant Attorney General In-Charge of Westchester Office.

And

Jane Landry-Reyes
Assistant Attorney General
Housing Protection Unit
NYS Office of the Attorney General
28 Liberty Street
New York, NY 10005
jane.landry@ag.ny.gov
or in her absence, to the person holding the title of Unit Chief,
Housing Protection Unit.

Representations and Warranties

74. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by counsel for Respondents and, documents and information submitted to the OAG by Respondents, all of which the OAG relied upon in entering into this Assurance, and also the OAG's own factual investigation as set forth in Findings, paragraphs #s 1-23 above.

75. Default Due to Misrepresentation: Respondent's material misrepresentation of any facts to the OAG which served as a basis for the Terms of this Assurance, including the OAG's agreement not to seek monetary penalties against Respondent, shall constitute a default under this Assurance.

76. Respondents represent and warrant 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.
77. No representation, inducement, promise, understanding, condition or warranty not set forth in this Assurance has been made to or relied upon by the Respondents in agreeing to this Assurance.
78. Respondents represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved, and execution of this Assurance is duly authorized.

General Principles:

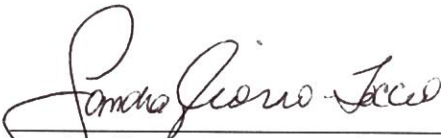
79. Respondents' obligations under the terms of this Assurance shall expire five (5) years following the Effective Date, except as described in paragraph # 57 herein and except that the obligations may be extended upon proof in a court action or proceeding that Respondents have not complied with this Assurance, which non-compliance the OAG shall discuss and attempt to resolve with Respondents in good faith before bringing any such lawsuit. Respondents' remaining obligations under this Assurance are enduring. Nothing in this Assurance shall relieve Respondents of other obligations imposed by any applicable local, state, or federal law or regulation or other applicable law.
80. 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.

81. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that Respondents violate the Assurance after its Effective Date.
82. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.
83. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.
84. Respondents acknowledge that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.
85. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.
86. 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. This Assurance may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement, notwithstanding that all parties are not signatories to the original or the same counterpart. 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.

Dated: 01/12/2024


LETITIA JAMES
Attorney General of the State of New York
Westchester Regional Office
44 South Broadway
White Plains, NY 10601

By: 

Sandra Giorno-Tocco, AAG
Westchester Regional Office



Jane Landry-Reyes, AAG
Housing Protection Unit

By: 
Respondent, Pasquale A. Marciano
NYS Broker License # s

STATE OF NEW YORK)
)
COUNTY OF Westchester) ss.:

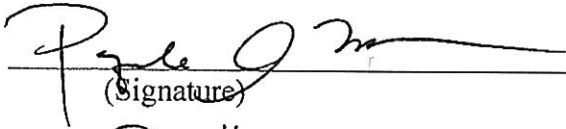
On this 5 day of January, 2024, Pasquale A. Marciano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, appeared before the undersigned and acknowledged to me that he executed the within instrument by his signature on the instrument.

Sworn to before me this
5 day of January, 2024


NOTARY PUBLIC

MICHAEL A DISANTO
NOTARY PUBLIC-STATE OF NEW YORK
No. 02D16233027
Qualified in Westchester County
My Commission Expires 12-20-2026

For: Respondent, Anthony Marciano Real Estate Inc.
d/b/a Century 21 Marciano

By: 
(Signature)
President
(Print Name and Title)

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

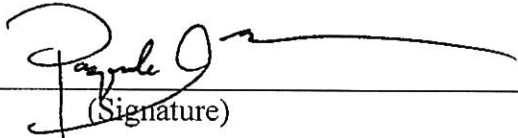
On this 5 day of January, 2024, Pasquale A. Marciano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, appeared before the undersigned and acknowledged to me that he executed the within instrument by his signature on the instrument.

Sworn to before me this
5 day of January, 2024


NOTARY PUBLIC

MICHAEL A DISANTO
NOTARY PUBLIC-STATE OF NEW YORK
No. 02D16233027
Qualified in Westchester County
My Commission Expires 12-20-2026

For: Respondent, New Roc Property Management LLC

By: 
(Signature)
Marciano
(Print Name and Title)

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

On this 5 day of January, 2024, Pasquale A. Marciano, 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
5 day of January, 2024


NOTARY PUBLIC

MICHAEL A DISANTO
NOTARY PUBLIC-STATE OF NEW YORK
No. 02DI6233027
Qualified in Westchester County
My Commission Expires 12-20-2026

ATTORNEY GENERAL OF THE STATE OF NEW YORK
WESTCHESTER REGIONAL OFFICE

In the Matter of

Assurance No.

**Investigation by Letitia James,
Attorney General of the State of New York, of**

**AFFIDAVIT OF
PASQUALE A.
MARCIANO**

ANTHONY MARCIANO REAL ESTATE INC., d/b/a
CENTURY 21 MARCIANO, NEW ROC PROPERTY
MANAGEMENT LLC, PASCUALE A. MARCIANO.

Respondents.

STATE OF NEW YORK)
)ss.:
COUNTY OF WESTCHESTER)

PASQUALE A. MARCIANO, being duly sworn, deposes and states:


1. I am a named party to this investigation, and a principal of ANTHONY MARCIANO REAL ESTATE INC., d/b/a CENTURY 21 MARCIANO and NEW ROC PROPERTY MANAGEMENT LLC, and the single purpose entities attached to the Assurance of Discontinuance at Exhibit A and, as such, I am fully familiar with the facts set forth in this affidavit.

2. In accordance with the provisions of ¶ 61 of the Assurance of Discontinuance, I make the following material representations under the penalty of perjury. In my capacity as a principal of the above-named entities, during the Relevant period as defined by the Assurance, it was not my practice to collect application fees for rental units that exceeded the statutory maximum. To the extent that any rental application fees were sought by myself or my agents in our capacity as a real estate

broker or sales agent to an owner for which we leased a residential rental unit, that fee was turned over to the owner and not retained by myself, my agents or the Respondents.


PASQUALE A. MARCIANO

Sworn to before me this
5th day of January 2024



Notary Public

MICHAEL A DISANTO
NOTARY PUBLIC-STATE OF NEW YORK
No. 02D16233027
Qualified in Westchester County
My Commission Expires 12-20-2026