

ATTORNEY GENERAL OF THE STATE OF NEW YORK
WESTCHESTER REGIONAL OFFICE

In the Matter of

Assurance No. 23-038

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

Merrick Platzner, Harrin Platzner, Platzner International
Group Ltd., The Platzner Management Co. Inc., The Platzner
Organization LLC and Waterside Gardens LLC.

Respondents.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation on or about November 17, 2021 (the “OAG’s Investigation”), pursuant to NYS Executive Law §63(12) into whether Merrick Platzner and Harrin Platzner (“The Platzners”), the Platzner International Group Ltd. (“PIG”), The Platzner Management Co. Inc., The Platzner Organization LLC and various single purpose entities holding residential multi-family property in which the Platzners have an ownership interest (collectively the “Platzner entities”), including but not limited to Waterside Gardens LLC (“Waterside”), have policies or practices that violate the federal Fair Housing Act (“FHA”), 42 U.S.C. § 3601 *et seq.*; New York State Human Rights Law (“HRL”), N.Y. Executive Law §§ 292, 296(5); New York State General Business Law, G.B.L. §§349, 350; New York State Real Property Law (“RPL”) §238-a, §227-f ; 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, by treating

persons differently based on their marital status, sex and by imposing illegal fees on prospective tenants as a condition of making an application for 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 and in conjunction with the Settlement Agreement in *Westchester Residential Opportunities, Inc., v. Platzner International Group (“PIG”) Ltd., et al.* (Westchester County, NYS Supreme Court, Index # 58240/22).

OAG FINDINGS

The OAG finds that the Respondents discriminated against prospective tenants by refusing to rent, lease, negotiate, or by withholding housing accommodations because of a person’s source of income, specifically, the Section 8 Housing Choice Voucher, in violation of Exec. Law §296.5(a)(1) and WCFHL §700.21. Respondents additionally engaged in deceptive business practices, in violation of GBL §349 and §350, in falsely representing that Section 8 Housing Choice Vouchers were not acceptable sources of income to pay rent at certain properties and in advertisements to the public for certain properties when they published their preference based on economic status or intention to reject Section 8 voucher holders from applying for certain housing. Additionally, Respondents PIG on behalf of itself and the properties it managed, improperly sought to determine the marital status and gender of prospective sublessees and proprietary leaseholders, in violation of the NYS HRL and the federal FHA, by asking that status in its “Cooperative Admission Application for New Purchaser(s) or Subtenant(s)” made available to the public through its website online. Finally, in seeking rental application fees that exceeded the statutory maximum, the Respondents violated NY RPL §238-a.

1. The period relevant to the OAG Investigation is from January 1, 2019, through the present date. (“Relevant period”).
2. Merrick Platzner is a natural person who is a licensed real estate sales agent in New York State and holds the title of “Residential Division Manager” of PIG. Merrick Platzner was at all times an agent, employee and/or principal or managing member of PIG and all the Platzner entities.
3. Harrin Platzner is a natural person, the brother of Merrick Platzner, and a licensed real estate broker of both commercial and residential properties in New York State. Harrin Platzner was at all times an agent, employee and/or principal or managing member of PIG and all the Platzner entities. Harrin Platzner is or was the President of the Board of Marina’s Edge Owners Corporation (“MEOC”), during the Relevant period. Harrin Platzner, as a principal of PIG, serves or served as the property manager for MEOC during the Relevant period. At all times, Merrick Platzner acted as a licensed NYS real estate sales agent under the supervision and authority of Harrin Platzner’s NYS real estate broker’s license.
4. Both Merrick Platzner and Harrin Platzner have held officer positions at one time or another on the Board of “MEOC” in their capacity as shareholders of co-operatives held by the co-operative Sponsor, Waterside Gardens LLC, during the Relevant period.
5. Platzner International Group, Ltd. (“PIG”) is a corporation organized under New York State law that both manages and/or owns, either in its own name or through related single purpose entities, multi-family residential properties and Sponsor-held shares in co-

operative associations throughout Westchester County.¹ Platzner owned entities hold an ownership interest in more than 200 residential units across the Platzner portfolio.

6. PIG has its principal place of business at 309 North Avenue, New Rochelle, NY 10804. PIG's principal, Harrin Platzner, is responsible for establishing, supervising, and enforcing the policies and practices through which prospective tenants learn of available apartments for rental in properties the Platzners own and/or manage.
7. Respondents make the material representation that neither the active corporation "Platzner Management Co. Inc." (a party to this AOD) or the inactive corporation "Platzner Management Co., Ltd." (not a party to this AOD) are engaged in business of any kind, as property managers or owners leasing residential units to the public, or otherwise.
8. The Platzner Organization LLC and the various single purpose entities which hold title to the various residential multi-family properties in the "Platzner portfolio" and in which the Respondents have an ownership interest (collectively the "Platzner entities") are subject to the terms of this AOD.
9. Marina's Edge Owners Corporation ("MEOC") is a corporation which owns the property in the co-operative complex located at 10, 20, 30, 40 & 50 Davenport Avenue ("Marina's Edge") in New Rochelle, NY. MEOC has not appeared by counsel in connection with this investigation and is not bound by the terms of this AOD.

¹ "PIG" also conducts business as "Platzner Realty" which is not separately incorporated.

10. Waterside Gardens LLC (“Waterside”) is the Sponsor of the Marina’s Edge co-operative and its principal/managing member is Harrin Platzner.² Waterside owns approximately 56,272 or more, unsold co-operative shares in approximately 114 of 221 total apartments, representing more than half of the units at Marina’s Edge. As Sponsor, Waterside rents its co-operative units to the public using PIG as their principal leasing and managing agent responsible for all aspects of the rental process from application to move-in. Merrick Platzner acts as PIG’s leasing agent under the supervision and license of his brother, Harrin Platzner, who is PIG’s real estate broker.
11. Respondents owned or managed rental units all constituting housing accommodations as defined by the federal FHA (42 U.S.C. § 3602(b)); NY HRL (Exec. Law §292(10)) and WCFHL (§700.20(I)). This Assurance applies to all rental properties and units for rent situated in the State of New York in which any Respondent or its affiliates or subsidiaries has an ownership interest, including without limitation 10, 20, 30, 40 & 50 Davenport Avenue (a/k/a “Marina’s Edge”), 8, 10, 20 Eastchester Road and 766 North Avenue (aka “North-East Properties”); 309-311 North Avenue (aka “North Garden Apartments”) and 1 Glencar Avenue (aka “Glencar Apartments”). 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

² “Waterside Gardens LP” was the corporate entity which Sponsored the co-operative conversion of the Davenport Avenue buildings in 1987, however, it was later replaced by the corporate entity “Waterside Gardens LLC”, which is currently active and holds the Sponsor-owned shares of stock at Marina’s Edge co-operative.

procedure (whether or not created by them) that violates the federal FHA (42 U.S.C. § 3602(b)); NY HRL (Exec. Law §292(10)) and WCFHL (§700.20(I)).

12. At all times, Harrin and Merrick Platzner acted on behalf of each of the Platzner owned or managed entities as an owner, principal, managing agent, broker, and/or sales agent. Together with PIG, Merrick and Harrin Platzner 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

13. In the months between approximately May to October 2021, fair housing testing was conducted separately and independently by Westchester Residential Opportunities (“WRO”) and Housing Rights Initiative (“HRI”). Both groups are non-profit organizations that conduct investigations by audit testing, to reveal housing discrimination that would otherwise go undetected, and enforce anti-discrimination laws. Their undercover tests revealed that Respondents enforce a policy that prohibits Section 8 voucher holders from submitting rental applications to residential units advertised for rent in both traditional rental units and in subleases of apartments for rent in co-operative buildings that they own and manage.

The First Violation

14. In June 2021, Merrick Platzner publicly listed a generic studio apartment in a 56-unit residential rental building owned and managed by PIG and located at 8 Eastchester Road, New Rochelle, NY 10801 for rent to the public. The listing details and rental requirements were posted on “Apartments.com”. The advertisement directed renters to

“Merrick Platt” aka Merrick Platzner, the Respondent herein, and stated explicitly “**Sorry, NO section8**”. The OAG finds that this explicit denial is illegal as it expressed a preference and made clear to Section 8 voucher holders that if they applied to use this source of income to pay for a rental for this listing, they would be denied on the basis of that source of income. The contact information for inquiries on the listing was “**MR MERRICK: 914....774....5860**”, a shorthand for Merrick Platzner, with a working cell phone number in use by him for Platzner entity business at the time. This advertisement for studio apartments at the 8 Eastchester Road building, ran for a period of two and a half years - during the Relevant period - from approximately June 28, 2019 to December 10, 2021, on the Apts.com website. On December 10, 2021, a month after the OAG Investigation began on November 17, 2021, this same advertisement was amended by Merrick Platzner, but only to remove the discriminatory content.

The Second Violation

15. Similarly, a generic listing for a “Large One Bedroom Unit Big Rooms, Many Large Closets, Eat in Kitchen...” at \$1,650 per month for 10 Eastchester Road, New Rochelle, NY 1080 was posted on “Apartments.com” beginning on or about June 28, 2019. On or about June 23, 2021, the advertisement which listed the rental requirements with the direction “**Sorry, NO section8**” directing inquiries to “**MR MERRICK: 914.....774.....5860**” was downloaded by HRI testers from the Apartments.com website. The OAG finds that this explicit denial is illegal as it expressed a preference that made clear to Section 8 voucher holders that if they applied to use their Section 8 as a source of income to pay for this rental, they would be denied on the basis of that source of income alone. Records from Apartments.com reveal that this version of the advertisement ran for

two and a half years, from approximately June 28, 2019, to December 10, 2021, during the Relevant period. The advertisement was amended by Merrick Platzner on December 10, 2021, to remove the discriminatory language, shortly after he was on notice that the OAG investigation was underway.

The Third Violation

16. In June 2021, an advertisement for a one-bedroom apartment, Apt 3K, at Marina's Edge, 50 Davenport Avenue, New Rochelle, NY 10805 appeared on the leasing platform "Apartments.com" with a stated rent of \$1,650.00 per month. The rental listing directed interested parties to "Call Merrick 914....774.....5860". An additional contact number at "516 406-8306" associated with the name "Merrick Platt" was also listed in the body of the advertisement. A tester from HRI posing as a prospective tenant called to inquire about the listing but did not reach anyone, leaving a message with a phone number to call back. On June 15, 2021, the tester received a return call from someone identifying himself as "Merrick Platzner" and calling from 914-774-5860, one of the numbers listed in the online advertisement. During the course of the recorded conversation with the tester, Merrick Platzner indicated that the \$1,650.00 list price was not accurate and that the current price for a one bedroom at the Marina's Edge location was \$1,750.00. When the tester indicated that a rent of \$1,750.00 would still be possible but asked if he could use his Section 8 voucher, Platzner told him "**This building does not take Section 8.**" And later when the tester pressed for a reason why his Section 8 voucher would not be accepted, Platzner explained "**This is a co-op building and they do not take that...it is the building's prerogative.**" 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 Platzner indicated “takes Section 8”.

The Fourth Violation

17. During an almost two-year period, from January 21, 2020, to approximately November 29, 2021, Respondents ran a discriminatory advertisement on “Apartments.com” for a generic studio apartment at one of the Marina’s Edge buildings, 10 Davenport Avenue, New Rochelle, NY 10805. The portion of the advertisement that discriminated based on source of income said “**SORRY...NO SECT 8 SORRY...NO DOGS...**” and directed interested persons to contact “**Merrick: 914,774,5860**”. After running for close to two years, the advertisement was amended to remove this discriminatory language, within less than two weeks after Respondents were on notice that the OAG Investigation was underway.

Multiple Violations in Respondents’ Rental Applications

18. After the Housing Stability and Tenant Protection Act (“HSTPA”) became effective on June 15, 2019, and during the Relevant period, Respondents continued to use a rental application published on their website that charged prospective tenants \$35.00 and later was increased to \$50.00. The application, on its face, also did not provide for the option of an applicant to submit their own less than 30-day old tenant screening report in lieu of an application fee.

19. Respondents also use or used a co-operative application that was uniformly applied to both prospective purchasers of co-op proprietary leaseholds and to prospective renters of sublet shareholder units at Marina’s Edge and at other co-operative complexes managed by FIG. The application states that a \$500.00 application fee as well as a separate

additional \$35.00 fee for each applicant's "credit check" would be payable by the applicant and is non-refundable. Additionally, this application requires the applicant's disclosure of both their "sex" and "marital status".

20. 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. See 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.
21. 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. Gen. Bus. Law §350 also makes it unlawful for any person or entity or agent thereof to engage in false advertising in the conduct of any business, trade, or commerce.
22. 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 sale transaction.

23. The federal Fair Housing Act, 42 U.S.C. § 3601 *et seq.*; NYS HRL, N.Y. Exec. Law §§ 292, 296(5) and WCFHL §700.21 all prohibit discrimination in the provision of housing based on sex and NYS HRL and WCFHL additionally prohibit discrimination in the provision of housing based on marital status.
24. 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 they own and/or manage is 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 sought rental application fees in excess of those allowable by law and improperly inquired about the marital status and sex of its applicants for rental housing. Respondents make the material representation that they never considered the marital status or sex of an applicant for rental housing in their decision making, despite the question appearing on their application forms.
25. Harrin Platzner, Merrick Platzner and PIG act as the real estate broker, sales agent and managing agent respectively, for four residential complexes that they own and 14 residential properties that they manage. During the Relevant Period, the Platzners and affiliated Platzner entities illegally represented that Section 8 Housing Choice vouchers could not be used at certain of their 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. Additionally, they falsely advertised to the public on various rental listing platforms, this same illegal representation that Section 8 Housing Choice vouchers could not be used at certain of their multi-family rental properties and in sublet rentals at cooperative buildings where they own shares and/or acted as the property manager.

26. Specifically, at Marina's Edge, the Respondents controlled applications for rental subleases submitted to the MEOC Board for Sponsor owned subleased units and in their role as property manager also managed the sublease process and provided the sublease application used by individual shareholders seeking to rent out their units to the public. In so doing, Respondents implemented their illegal policy of rejecting Section 8 voucher holders who wanted to sublease Sponsor owned co-op units and failed to ensure, as property manager for MEOC, that sublet applications and processes complied with fair housing and human rights laws.
27. In addition to violations of the federal Fair Housing Act, 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 WRO and HRI by causing them to divert and expend resources to investigate them by means of multiple audit tests that uncovered Respondents' discriminatory conduct.
28. Respondents neither admit nor deny 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 Executive Law §63(15), in lieu of commencing a civil action or proceeding for violations of the federal

Fair Housing Act, 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 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

29. 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 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 located in a well-resourced area as defined herein, where a tenant takes possession of the unit, on or after April 1, 2023, after approval from the relevant administrator of a low-income housing subsidy (like Section 8).
30. In addition to the Relief described in detail below, all terms and conditions of the Settlement Agreement between the parties in *Westchester Residential Opportunities v. Platzner International Group (“PIG”) Ltd., et al*, Index # 58240/2022 (“the WRO Settlement”) are hereby incorporated into this Assurance. (Attached hereto at Exhibit A.) It is acknowledged and understood by the Respondents that a default of any provision of the WRO Stipulation shall also constitute a default of this Assurance.
31. 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 or participates in renting, advertising, or locating tenants for rental units.

32. If any of the properties in which Respondents' hold an ownership interest are sold or transferred during the term of this Assurance, then this Assurance shall continue to apply to Respondents and to the transferred properties.

General Permanent Injunction

33. Respondents shall not engage or attempt to engage in conduct in violation of any applicable laws, including but not limited to the federal Fair Housing Act (42 U.S.C. § 3601 *et seq.*), the NYS Human Rights Law (N.Y. Exec. Law §§292, 296(5)) NYS General Business Law (G.B.L. §349 & §350), NYS Real Property Law (RPL §238-a), NYS 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 #29, *supra*, in addition to any other appropriate investigation, action or proceeding.

34. 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.

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

35. On or before the Effective Date of this Assurance, Respondents shall implement an anti-discrimination policy that conforms with the federal Fair Housing Act, NYSHRL and the WCFHL, by adopting the specific policy language found in the WRO Settlement, attached hereto in its entirety at OAG Exhibit A; the specific policy language is also attached hereto at OAG Exhibit B.
36. 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.
37. Each person who receives the Policy pursuant to the preceding paragraph shall sign the acknowledgement form found at Exhibit B to the WRO Agreement. (Exhibit C.)
38. Additionally, Respondents acknowledge their responsibility, when acting in their respective capacities as a licensed NYS Real Estate Agent and/or a NYS Real Estate Broker to complete and maintain a written record, consisting of a completed application

and executed NYS Department of State Division of Licensing Services' "Fair Housing and Anti-Discrimination Disclosure" form, given to prospective tenants upon first substantive contact, that is kept on file for three years. (Exhibit D.)

39. Respondents shall ensure that any rental unit that becomes vacant that is either owned or managed for leasing by Respondents shall be advertised, in the manner detailed in the WRO Settlement, in widely publicized and accessible websites and shall reflect current information about the unit also as detailed in the WRO Settlement. (See Exhibit A.) Importantly, any advertisement must include the phrase "Equal Housing Opportunity" and "Government housing subsidies such as Section 8 are accepted". To the extent that there may be individual shareholders or property owners that do not retain the Respondents as leasing agents for their rentals, Respondents shall ensure that any sublet policies produced by Respondents comply with the non-discrimination provisions of the law and the terms of the WRO Settlement. All of Respondents' property management agreements executed after the Effective Date of this agreement shall state that rentals shall be advertised as detailed in the WRO Settlement.

40. 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.

Programmatic Relief: Rental and Co-op Purchase/Rental Sublease Application Revisions

41. Respondents shall adopt corrected rental and cooperative sublease rental applications that comply in all respects with the FHA, NYS Exec. Law § 296, NYS RPL §238-a, NYS

CLS Gen Oblig. Law §7-108, NYS RPL §227-f and “WCFHL” §700.19 et seq. The new applications will remove all questions that exist in the current rental and co-op purchase/sublease applications that ask about an applicant’s “Sex” or “Marital Status”. (Exhibit E.) The applications shall also be revised such that no inquiry about prior “Judgments” and rent history will result in the review of past or pending landlord and tenant court records in connection with a rental application. Respondents shall also replace any rental and sublet applications at the properties they own or manage that require an applicant for rental housing to pay fees related to the application in excess of the statutorily permitted maximum of \$20.00. The new application will also put rental applicants on notice that if they provide a copy of a background check report that is less than 30 days old, they will not have to pay any application fee. (Revised Tenant Applications attached hereto as Exhibit F.)

Programmatic Relief: Training and Education

42. Within forty-five (45) calendar days of the Effective Date, Respondents Merrick Platzner, Harrin Platzner, PIG and its owners, directors, managing partners, employees who have contact with the public, and agents shall attend a half day (minimum of 4 hours) training on the federal Fair Housing Act, 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”). WRO shall provide Harrin Platzner with at least thirty (30) days prior written notice of the date, time and location for all Training and Education set forth at paragraphs 42 – 48 of this AOD.
43. The training shall be given by Westchester Residential Opportunities (WRO) or by a not-for-profit organization approved by WRO pursuant to the terms of the WRO Settlement,

and the training will be conducted in accordance with the agenda and terms agreed to in this Assurance and in the WRO Stipulation, including that the Respondents will bear the costs of any expenses associated with this training.

44. 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 Merrick Platzner, Harrin Platzner, their owners, directors, managing partners, employees with contact with the public and agents shall again receive the half day minimum Fair Housing training described above at their own cost.

45. 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 Merrick Platzner, Harrin Platzner, their owners, directors, managing partners, employees and agents shall again receive the half day minimum Fair Housing training described above at their own cost.

46. Respondents shall ensure that any employee with contact with the public hired by Respondents or others becomes 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 and Respondents will keep documentation of all of the above training as detailed in the WRO Settlement Agreement. (See Exhibit A.)

47. Respondents will ensure that all Board members at the Marina's Edge co-op where Respondent Waterside Gardens LLC is a majority owner of Sponsor held shares are trained in Fair Housing, including Source of Income discrimination. Respondents will also ensure that procedures are in place at all the co-operative properties it manages for

the respective Boards to keep the required documentation of their mandatory Fair Housing training in accordance with the local law, WCFHL §700.21-a (D)(4).

48. Respondents also agree, in their capacity as property managers, 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 federal Fair Housing Act, NYS HRL and WCHRL. Respondents shall provide a copy to shareholders of the NYS Division of Human Rights “Fair Housing Rights” brochure and Source of Income Notice, which sets forth these prohibitions against housing discrimination. (Exhibit G.) Distribution may be made electronically to last known shareholder’s electronic mail address.

Programmatic Relief: Compliance Testing

49. During the Effective Date of this Assurance, Respondents agree that WRO will conduct unannounced compliance paired testing of Respondents’ properties in accordance with the WRO Stipulation. Respondents agree that the results of the paired testing will be provided directly to the OAG and any results indicating noncompliance with the Fair Housing Act, 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, at any of Respondents’ properties. 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 federal Fair Housing Act, NYS Human Rights Law and/or Westchester County Fair Housing Law, the OAG may commence a civil action or

proceeding for violations of the federal Fair Housing Act, 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.
- 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. The OAG and/or WRO 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 monetary civil penalties payable to the State of New York, Respondents agree to a program, detailed below, of affirmative outreach, set asides of available apartments in well-resourced areas and fee waivers to provide prospective tenants holding government housing subsidies meaningful opportunities to rent housing in Respondents' portfolio.

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 to set aside twenty (20) total units across properties they own, to be rented to prospective tenants holding government housing subsidies, like the Section 8 Housing Choice voucher, to be referred to as the “Set Aside” units. The Set Asides must be offered in buildings owned by Respondents that are also located in “high opportunity” or “well-resourced neighborhoods” as defined by the NYS HCR map:

<https://nyshcr.maps.arcgis.com/apps/webappviewer/index.html?id=b0ca4a8432104bb4ac71fb576ee51175> . However, notwithstanding the foregoing provision, a maximum of

five (5) of these twenty (20) total units over the five-year effective period of this AOD, may be located in three-bedroom units at 309 North Avenue, New Rochelle, NY and/or any one of the units at 1 Glencar Avenue, New Rochelle, NY. Respondents will ensure that they meet a minimum number of Set Asides at each of their designated buildings in well-resourced areas.

The following additional conditions shall apply to the Set-Asides:

- Applicants for Set Aside units will not be subject to minimum income tests, credit score requirements 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 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 twenty (20) tenants will additionally be offered a one-year renewal lease at least ninety (90) days before the expiration of their initial lease. 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.
- A minimum of four (4) Set-Aside apartments must be leased by the end of each of the five (5) years of the Assurance's term. Should more than four (4) set aside apartments be leased in a given year, the additional leases shall count toward the total of twenty (20) for the five-year term of the AOD and will be deemed to carry over to the following year.
- Rent increases on the Set Aside unit rents at renewal shall not exceed the applicable maximum allowable rent (or Payment Standard) for the subsidy held by the applying or occupying tenant. If the apartment is otherwise rent regulated, the local rent guidelines' percentage increase shall be used to increase the rent, as long as the rent charged to the subsidized tenant does not exceed the maximum allowable rent for their subsidy.
- The Set Asides shall not all be located in the same building within a complex or solely within a single complex. The Set Asides shall be made available in a variety of studio, one (1) and two (2) bedroom units in the three complexes in which the Respondents have an ownership interest in well-resourced neighborhoods – currently, 8, 10, 20 Eastchester Road and 766 North Avenue (a/k/a "NorthEast Properties") and 10, 20, 30, 40 & 50 Davenport Avenue (aka "Marina's Edge Co-operative Apartments"). In determining whether there has been compliance with this provision and the obligation to make Set Asides available in a 'variety' of units, the Respondents represent that there are 119 one bedroom and 67 two-bedroom units in the Respondents portfolio. Compliance will be deemed acceptable as long as the Set Asides made available bear a reasonable relationship to the ratio of one unit and two-unit apartments as they become vacant during the course of this agreement.
- Notwithstanding the above, no more than five (5) of the total twenty (20) Set Aside units may be located in three-bedroom units at 309- 311 North Avenue, New Rochelle, NY and/or in any one of the units at 1 Glencar Avenue, New Rochelle, NY. In these five units only, which are located in any one of the three bedroom units at 309-311 North Avenue or in any of the units at 1 Glencar Avenue, Respondents may, in addition to government subsidized housing vouchers, place prospective tenants that hold housing subsidy commitments of at least a year with the possibility of renewal from non-profit 501(c)(3) organizations providing charitable

assistance.

- No more than two Set Aside units shall be in studio apartments. The remaining 18 units shall be distributed amongst one (1), two (2) and three (3) bedroom units, subject to the above provisions for rentals at 309- 311 North Avenue.
- 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 5 business days of lease/renewal lease signing. Documents shall be submitted to the OAG pursuant to the provisions for notice outlined in paragraph # 72 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 \$200.00 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. 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.
59. 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.
60. Respondents expressly agree and acknowledge that a default in the performance of any obligation under the above paragraphs regarding programmatic relief is a violation of the Assurance and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 28 *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). A de minimis violation of the AOD shall not trigger the relief in this paragraph.
61. The remedies contained paragraph 28 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 28.

No Application Fees charged in excess of \$20.00:

62. Respondents shall provide a separately sworn Affidavit that shall be attached to this AOD at Exhibit H containing their representation, under penalty of perjury, that though their

form rental application contained a provision for an application fee of \$35.00 or \$50.00 in excess of the \$20 application fee that may be charged for tenant background check reports under the law, that it was not the Respondents practice to collect application fees for their rental units. They represent therefore that no rental applicant was overcharged or ever charged a rental application fee during the relevant period.

Monetary Relief Payments and Other Relief

63. *Monetary Relief Amount:* Respondents PIG, Harrin Platzner and Merrick Platzner shall pay the total sum of ten thousand dollars (\$10,000.00) to the State of New York on behalf of the Housing Rights Initiative (“HRI”) for diversion of resources damages for the testing and research it conducted into Respondents’ discriminatory behavior described in this Assurance. Payment to WRO shall be made pursuant to the terms of the separately executed Settlement Agreement for WRO’s diversion of resources and frustration of mission damages (see Exhibit A.) In no event, shall any monies used to satisfy the monetary relief in this Assurance or the WRO Settlement Agreement be drawn from Respondent MEOC’s funds, bank account or other financial resources or assets.

64. *Payment due date:* Payment shall be made within 21 calendar days of the full and final execution of this Assurance.

65. *Payment Method:* Payment to the State of New York shall be made by wire transfer, attorney check, corporate or certified check or bank draft which shall be made payable to the “State of New York” and shall reference Assurance No. 23-038. 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 72 below regarding written communication.

66. *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.

MISCELLANEOUS

Subsequent Proceedings:

67. 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 # 73 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.

68. 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:

69. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondents that Respondents own or over which they exercise dominion and control. 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 and shall provide notice to the OAG thereof. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

70. 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.

71. 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:

72. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 23-038, 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:

Harrin Platzner
309 North Avenue
New Rochelle, NY 10801

And

Merrick Platzner
309 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
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
or in her absence, to the person holding the title of Unit Chief,
Housing Protection Unit.

Representations and Warranties

73. 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 1-28 above. 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.

74. 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.

75. 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:

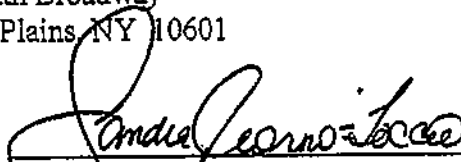
76. Respondents' obligations under the terms of this Assurance shall expire five (5) years following the Effective Date, except as described in paragraph # 52 herein and except that the obligations may be extended upon proof in a court action or proceeding that Respondents have not complied with this 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.
77. 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.
78. 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.
79. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.
80. 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.

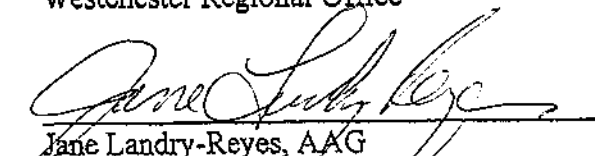
81. Respondents acknowledge that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.
82. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.
83. The Assurance and all its terms 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.

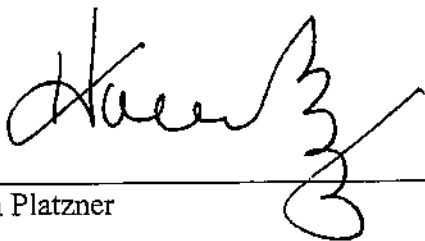
Dated: October 4, 2023

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

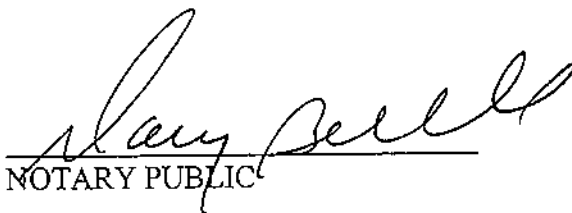

Jane Landry-Reyes, AAG
Housing Protection Unit

By: 
Harrin Platzner

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

On this 14 day of September 2023, Harrin Platzner, 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
14th day of September, 2023


NOTARY PUBLIC

NANCY E. BURRELL
Notary Public, State of New York
No. 4775833
Qualified in Westchester County
Commission Expires August 31, 2025

BY: Merrick Platzner
Merrick Platzner

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

On this 14th day of September, 2023, Merrick Platzner, 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
14th day of September, 2023

Nancy E. Burrell
NOTARY PUBLIC
NANCY E. BURRELL
Notary Public, State of New York
No. 4775833
Qualified in Westchester County
Commission Expires August 31, 2025

For: Platzner International Group, Ltd., Respondent

By:

[Handwritten Signature]

(Signature)

Harin Platzner

(Print Name and Title)

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

On this 14th day of September, 2023, [Harin Platzner], 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
14th day of September, 2023

Nancy Burrell
NOTARY PUBLIC

NANCY E. BURRELL
Notary Public, State of New York
No. 4775833
Qualified in Westchester County
Commission Expires August 31, 2025

For: Platzner Management Co., Inc. Respondent

By:

(Signature)

(Print Name and Title)

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

On this 20th day of September, 2023, [Platzner], 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
20th day of September, 2023

Nancy Burrell
NOTARY PUBLIC

NANCY E. BURRELL
Notary Public, State of New York
No. 4775833
Qualified in Westchester County
Commission Expires August 31, 2025

For: The Platzner Organization LLC, Respondent
By: [Signature]
(Signature)
Harrin Platzner
(Print Name and Title)

STATE OF New York)
COUNTY OF Westchester ss.:

On this 14th day of September, 2023 [Harrin Platzner], 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 14th day of September, 2023

[Signature]
NOTARY PUBLIC

NANCY E. BURRELL
Notary Public, State of New York
No. 4775833
Qualified in Westchester County
Commission Expires August 31, 2025

For: Waterside Gardens LLC. Respondent

By: [Signature]
(Signature)
Harin Plopper
(Print Name and Title)

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

On this 14 day of September, 2023, [Harin Plopper], 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 14 day of September, 2023

[Signature]
NOTARY PUBLIC
NANCY E. BURRELL
Notary Public, State of New York
No. 4775833
Qualified in Westchester County
Commission Expires August 31, 2025