

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ONONDAGA

THE PEOPLE OF THE STATE OF NEW YORK,
by LETITIA JAMES, Attorney General of New
York, ONONDAGA COUNTY, NEW YORK, and
the CITY OF SYRACUSE, NEW YORK,

Plaintiffs,

v.

JOHN KIGGINS and ENDZONE PROPERTIES,
INC., dba CITY RENTALS,

Defendants.

Index No. 008397/2021

CONSENT ORDER AND JUDGMENT

WHEREAS, plaintiffs, the People of the State of New York (the “State”), acting by and through by their attorney, Letitia James, Attorney General of the State of New York, Onondaga County, New York (the “County”), and the City of Syracuse, New York (the “City”) commenced this action on September 30, 2021 by filing a complaint (the “Complaint”) against defendants John Kiggins (“Kiggins”) and Endzone Properties, Inc. dba City Rentals (“Endzone”) pursuant to New York Executive Law § 63(12) and General Business Law § 349 alleging, *inter alia*, false disclosures and violations of the Onondaga County Sanitary Code, the Property Conservation Code of the City of Syracuse, the New York State Property Maintenance Code, New York State Real Property Law § 235-b(1), the New York State Public Health Law and its attendant regulations, the U.S. Environmental Protection Agency’s implementing lead disclosure regulations, 40 C.F.R. Part 745, Subpart F;

and the U.S. Department of Housing and Urban Development’s implementing lead disclosure regulations, 24 C.F.R. Part 35, Subpart A.

WHEREAS, Endzone is an entity that owned 80 residential rental properties and managed an additional 9 residential rental properties, for several years, within the City of Syracuse;

WHEREAS, Kiggins is the president, chief executive officer, and sole shareholder of Endzone;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

I. PAYMENT

1. The Effective Date means the date on which this Consent Order and Judgment (“the Consent Judgment”) is entered by the Court.

2. Within 30 days of the Effective Date, Endzone shall pay a total amount of two hundred fifteen thousand Dollars and no cents (\$215,000.00) in certified funds to the State, County, and City, which shall use this payment to prevent, abate, mitigate, or control the exposure of children to lead paint within the City of Syracuse or Onondaga County, or to provide assistance to the families affected by lead exposure.

3. Endzone shall make this payment to the Office of the New York State Attorney General pursuant to wiring or similar instructions provided by the State.

4. At the time of payment, Endzone shall send notice that payment has been made to the State, County, and City.

II. INJUNCTION

5. Endzone and Kiggins shall never again manage or own, in whole or in part, residential real estate rental properties in the State of New York, either in their own name or through any other person, alias, or entity.

6. Endzone and Kiggins currently hold mortgages to 24 properties in Syracuse that they sold in the past several years. Endzone and Kiggins may continue to hold such mortgages after the Effective Date but Endzone and Kiggins are each prohibited from acquiring any mortgage or other interest in any residential real estate rental property in the State of New York, either in their own name or through any other person, alias, or entity, after the Effective Date.

7. In the event a mortgagee of a mortgage held by Kiggins and Endzone for a property located in the State of New York is in default of such mortgage after the Effective Date, Kiggins and Endzone shall comply with the following procedure. Prior to initiating foreclosure on any residential real estate property, Kiggins and Endzone shall notify the OAG. The OAG agrees not to interfere with the foreclosure action and the potential seizure of the property provided that: (1) there are no tenants in the property and Kiggins and Endzone are not to rent the property to any tenants while owned and/or controlled by Kiggins and Endzone; (2) if the property is occupied by tenants, Kiggins and Endzone shall hire an independent property manager approved by the OAG to manage the property prior to taking ownership and/or control of said property with any successor property managers also being subject to OAG approval prior to commencing management of the property such that any property managers must be approved by the OAG for the

entirety of any period for which Kiggins or Endzone owns and/or controls the property; and (3) Kiggins and Endzone will promptly resell or transfer the property within six months of taking ownership of said property, with such divestiture being conducted through an arms-length transaction with no overlap between the individuals or entities who own, control or direct the operations of the seller/transferor and the buyer/transferee.

III. COMMUNICATIONS BETWEEN THE PARTIES

8. All notices, reports, requests, and other communications pursuant to this Consent Judgment shall be in writing and shall, unless expressly provided otherwise herein, be sent via overnight mail or electronic mail at an address designated in writing by the recipient, and shall be addressed as follows:

If to the State:

Office of the Attorney General
Environmental Protection Bureau
Attention: Abigail Katowitz, Assistant Attorney General
Patrick Omilian, Assistant Attorney General
28 Liberty Street, 19th Floor
New York, NY 10005
Abigail.Katowitz@ag.ny.gov
Patrick.Omilian@ag.ny.gov

If to the County:

Onondaga County Department of Law
Attention: Paula Engel, Chief Welfare Attorney, of Counsel
421 Montgomery Street, 12th Floor
Syracuse, NY 13202
Paula.Engel@dfa.state.ny.us

If to the City:

City of Syracuse Department of Law
Attention: Lee Terry, Senior Assistant Corporation Counsel
City of Syracuse
300 City Hall
233 East Washington Street
Syracuse, NY 13202
[LTerry@syr.gov.net](mailto:LTerry@syr.gov)

If to Endzone or Kiggins:

Scott Iseman
Iseman PLLC
125 High Rock Ave., Suite 215-H
Saratoga Springs, NY 12866
Scott@Scottisemandlaw.com

IV. RELEASE AND COVENANT NOT TO SUE

9. For so long as Endzone and Kiggins comply with all material terms of this Consent Judgment, the State, County, and City release and covenant not to sue, execute judgment, or take any civil, judicial, or administrative action against Endzone or Kiggins regarding the claims in the Complaint.

10. All claims asserted by the State, County, and City in the Complaint are hereby dismissed with prejudice.

V. MISCELLANEOUS

11. Endzone and Kiggins are entering into this Consent Judgment solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Endzone and Kiggins expressly deny. No part of this Consent Judgment, including

its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Endzone or Kiggins. This document and its contents are not intended for use by any third party for any purpose, including submission to any court for any purpose.

12. Endzone and Kiggins have consented to the jurisdiction of this Court for the purposes of entering and enforcing this Consent Judgment, and consent to venue in this judicial district.

13. This Consent Judgment shall not be construed or used as a waiver or limitation of any defense otherwise available to Endzone or Kiggins in any other action, or of Endzone's or Kiggins' right to defend from, or make any arguments in, any private individual action, class claims or suits, or any other governmental or regulatory action relating to the subject matter or terms of this Consent Judgment.

14. This Consent Judgment is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. Notwithstanding the foregoing, the State, County and/or City may seek to enforce the terms of this Consent Judgment.

15. No part of this Consent Judgment shall create a private cause of action or confer any right to any third party for violation of any federal, state, or local law.

16. Nothing in this Consent Judgment shall relieve Endzone or Kiggins of other obligations imposed by any applicable local, state, or federal law or regulation or other applicable law.


17. Nothing contained herein shall be construed to limit the remedies available to the State, County, and/or City in the event that Endzone or Kiggins violates the Consent Judgment.

18. This Consent Judgment shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

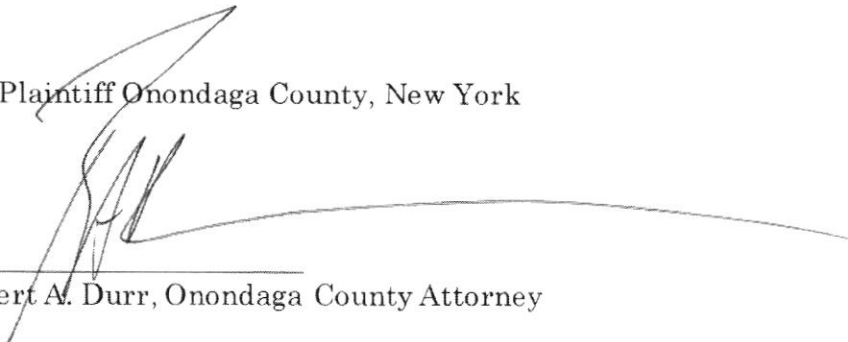
19. This Consent Judgment may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Consent Judgment, all of which shall constitute one agreement to be valid as of the effective date of this Consent Judgment. For purposes of this Consent Judgment, 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 Consent Judgment and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

SO AGREED:

For Plaintiff People of the State of New York,
by Letitia James, Attorney General of New York:


Abigail Katowitz, Assistant Attorney General
New York State Office of the Attorney General
28 Liberty Street – 19th Floor
New York, New York 10005

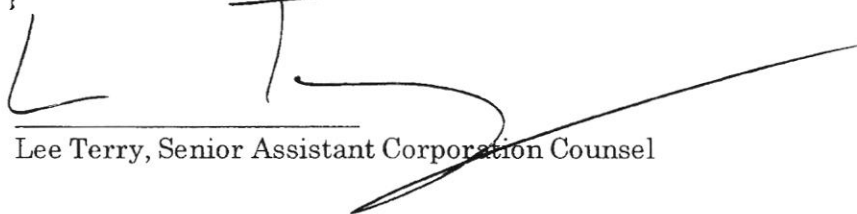
For Plaintiff Onondaga County, New York



Robert A. Durr, Onondaga County Attorney

For Plaintiff City of Syracuse, New York


Susan Katzoff, Corporation Counsel



Lee Terry, Senior Assistant Corporation Counsel

For Defendants, Endzone Properties, Inc. and John Kiggins:


John Kiggins

State of New York)
) ss.
County of Onondaga)

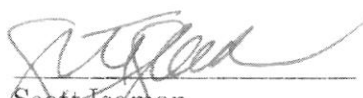
On the 20th day of May, 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared John Kiggins, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who acknowledged that he was authorized to sign this Consent Judgment for each listed entity.



NOTARY PUBLIC

Commission Expires: _____ **JAMES J. WALLACE**
State of New York Notary Public
Onondaga County, Reg #02WA4892106
My commission expires April 13, 2023

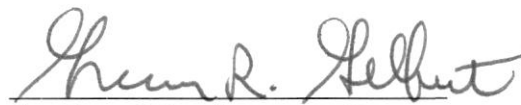
Counsel for Defendants Endzone Properties, Inc. and John Kiggins



Scott Iseman
Iseman PLLC
125 High Rock Ave., Suite 215-H
Saratoga Springs, NY 12866

APPROVAL BY COURT

APPROVED FOR FILING and SO ORDERED this 8th day of June, 2022.



Justice of the Supreme Court
Hon. GREGORY R. GILBERT