

ATTORNEY GENERAL OF THE STATE OF NEW YORK
HOUSING PROTECTION UNIT

In the Matter of

Assurance No. 22-002

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

Loretta Gendville and Genarro Brooks-Church

Respondents.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation pursuant to Executive Law §63(12) and General Business Law §349 into unlawful evictions, and fraud, deception and illegality in Respondents’ rental activities. This Assurance of Discontinuance (“Assurance”) contains the findings of the OAG’s investigation, and the relief agreed to by the OAG and Respondents (collectively, the “Parties”) in settlement of the investigations in conjunction with the Stipulation of Settlement in the Actions referenced herein.

OAG’s FINDINGS

1. Loretta Gendville (“Gendville”) and Genarro Brooks-Church (“GBC”) jointly own or owned rental properties in Brooklyn.
2. A list of the properties jointly owned by Gendville and GBC in Brooklyn are:
 - a. 1214 Dean Street – 9 bedroom house (purchased April 24, 2002)
 - b. 158 Douglass Street – (purchased January 3, 2005)
 - c. 22 2nd Street – (purchased March 18, 2008)

- d. 571 Barbey Street – (purchased February 4, 2016 and sold May 27, 2021)*
 - e. 121 East 54th Street – (purchased May 24, 2016)
3. In addition, Gendville purchased 115 Beadel Street, Brooklyn on November 6, 1997.

1214 Dean Street

Renting Rooms in violation of occupancy standards and GBL 349

4. Since at least 2005, Gendville and GBC have used 1214 Dean Street as an illegal rooming house.

5. 1214 Dean Street has 9 bedrooms with a legal use as a 1 or 2 family dwelling. Accordingly, the building may not be used as a multiple dwelling or as a single room occupancy (SRO) dwelling, as each is defined in the New York State Multiple Dwelling Law.

6. In addition, 1214 Dean Street does not have a certificate of occupancy. However, the former owners installed a kitchen that included water, waste and gas lines without a permit that would require a certificate of occupancy to be obtained.

7. Landlords are prohibited from collecting rent if the property is rented without a certificate of occupancy, letter of no objection, or other acceptable form of legal use prior to 1929, or if they fail to register the property as a multiple dwelling. NY Multiple Dwelling Law §302 and §325.

8. Gendville and GBC rented out individual rooms at 1214 Dean Street creating a de facto SRO and multiple dwelling. Applicants would approach Gendville and GBC to rent an individual room at 1214 Dean Street. Gendville and GBC told applicants that each room had a

* As of the Effective Date, Respondents have sold and transferred all rights, title, and interest in this property to a third party.

fixed rate and they demanded rent for the first and last month as well as a security deposit. Some applicants were provided leases and security deposit agreements.

9. Utilities at the building, including electric, gas and internet, were in Gendville's and GBC's name rather than individual tenant names. Tenants were then charged a flat fee for utilities.

10. On September 22, 2018, the NYC Department of Buildings issued two violations at the property and sent notices to Respondents. Violation # 35336495H informed Respondents that a kitchen had been installed on the 3rd floor without a permit. Violation #35336494X informed Respondents that the property was converted, maintained or occupied as a dwelling with more than the legally approved number of families.

11. After the issuance of the violations, Gendville and GBC told tenants to not allow any government inspectors into the building. They also told applicants that they would not rent to couples but instead only one person per room.

12. Gendville and GBC continued to rent out rooms at 1214 Dean Street despite being on notice that the use was contrary to the approved number of families and that the rentals were illegal. Gendville and GBC deceived incoming tenants that the rented rooms was legal and that they had a right to collect rent from tenants.

13. OAG finds that Respondents' use of 1214 Dean is illegal and the collection of rent was a violation of NY Multiple Dwelling Law §302 and §325 and GBL §349.

Tenant Harassment and Unlawful Eviction

14. In March 2020, a state of emergency was declared in New York State due to the global pandemic caused by COVID-19.

15. On April 16, 2020, GBC sent an email to his tenants asking about April 2020 rent.

16. On April 21, 2020, the tenants at 1214 Dean Street notified Gendville and GBC that they were unable to pay rent as a result of the pandemic. The following day, GBC sent an email to the tenants confirming that they had spoken and that Gendville and GBC were postponing the payment of rent for April and May. GBC further explained in the email that they would revisit the situation in June when either rent would be postponed again or the tenants could begin a payment plan to pay back April and May rent.

17. On May 22, 2020, the tenants sent Gendville and GBC an email stating that they were unable to pay rent for June 2020. In response, GBC sent an email to the tenants stating that “within the next month or two we will be putting the house on the market and we will be needing everyone to move out.”

18. On June 25, 2020, Gendville sent the tenants an email stressing that she, as a small landlord and business owner, was struggling and therefore needed people to either pay rent or move out.

19. On July 2, 2020, the tenants sent Gendville and GBC an email stating that they wished to have the house at half capacity due to the pandemic but that they could start paying rent going forward.

20. That same day, GBC went unannounced to 1214 Dean Street to confront the tenants about rent. He entered the building without permission from the tenants and began banging on doors. He confronted tenants in such an aggressive manner that the tenants called the police. GBC left before the police arrived.

21. Following GBC’s appearance at 1214 Dean Street, the tenants wrote Gendville that they did not wish to communicate with GBC because they were fearful of him. Gendville shared this email with GBC.

22. On July 6, 2020, Gendville, GBC and their three children aged 16,11 and 7 went unannounced to 1214 Dean Street. The family entered 1214 Dean Street without permission from the tenants and proceeded to confront tenants calling them “squatters.” Gendville and GBC changed the locks to the front door and shut off the internet. They brought two men with an empty moving truck and moved furniture and other fixtures out of the building. They also brought a single mattress and bedding.

23. Gendville and GBC told the tenants that they were moving into the building despite Gendville and GBC having not lived in the building since 2005. Contrary to their statements, only GBC spent the night of July 6, 2021 at the building. He spent the night there being placed on notice that the tenants were scared of him due to previous interactions, including his confrontation with tenants on July 2, 2021. When 1214 Dean Street became vacant months later, Gendville and GBC did not move into the building.

24. On July 7, 2020, GBC continued to remain at 1214 Dean Street and approximately 200 people from the community came to the property to support the tenants. After several altercations with the community members, GBC left the building in the evening. Several hours after GBC left, two men, who, on information and belief, worked for Gendville and GBC, came to the property and attempted to enter the building. They were stopped by the community members and eventually left.

25. Based on the actions of Gendville and GBC, the tenants felt unsafe and vacated 1214 Dean Street. Gendville and GBC represent that the property has remained vacant since the tenants vacated.

26. OAG finds that Respondent's harassment and attempted unlawful eviction of the tenants are in violation of RPAPL §768 and New York City Housing Maintenance Code §27-2005(d).

Short Term Rentals

27. Gendville and GBC illegally advertised and used their properties for short term rentals.

28. With limited exceptions not applicable here, New York State prohibits the short term rental (less than 30 days) of Class A units. N.Y. Multiple Dwelling Law §4(8). It is also illegal to advertise short term rentals in Class A units similarly with limited exceptions. N.Y. Multiple Dwelling Law §121. New York City Building Code §310.2 also prohibits short term rentals in 1 and 2 unit buildings, again with limited exceptions.

29. From January 1, 2016 through September 13, 2020, Gendville and GBC have advertised and operated short term rentals of their properties through the AirBnB platform totaling over 1,700 illegal stays, 13,500 nights and 5,600 visitors. They were placed on notice by New York City as early as August 29, 2016 that these activities were illegal. After August 2016, the City issued three additional violations for illegal advertising and short term rentals, with the last violation being issued May 14, 2018.

30. In addition, Gendville and GBC also used other short term rental platforms, such as VRBO.

31. After receiving notice of the violations, Gendville had family members, friends and employees create accounts with AirBnB. These accounts were managed and controlled by Gendville for her own benefit. While GBC was not involved with the creation or management of these accounts, he was fully aware of their use and benefited from them.

32. OAG finds that Respondents' illegal advertising and operating short term rentals are in violation of N.Y. Multiple Dwelling Law §§4(8) and 121, and New York City Building Code §310.2.

33. The City of New York has commenced two lawsuits against the Respondents -- The City of N.Y. v. Gendville and Brooks-Church, Index No. 452268/2020 and The City of N.Y. v. Brooks-Church and Gendville, Index No. 452578/2020 (collectively, the "Actions"). Respondents have settled the Actions simultaneously with this Assurance and the agreements are intended to be read in concert and settle all claims for the OAG findings above.

34. In addition, four tenants/occupants from 1214 Dean Street intervened in The City of N.Y. v. Gendville and Brooks-Church, Index No. 452268/2020. Respondents have settled their claims with those tenants/occupants..

35. Respondent neither admits nor denies the OAG's Findings, paragraphs 1 - 32 above. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest.

36. THEREFORE, the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of RPAPL §768, New York City Housing Maintenance Code §27-2005(d), GBL §349, N.Y. Multiple Dwelling Law §§4(8), 121, 302, 325, and New York City Building Code §310.2, based on the conduct described above during 2005 to present.

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

RELIEF

37. General Injunction: Respondents shall not engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to RPAPL §768, New York City Housing Maintenance Code §27-2005(d), GBL §349, N.Y. Multiple Dwelling Law §§4(8), 121, 302, 325, and New York City Building Code §310.2, and expressly agrees and acknowledges that any such conduct is a violation of the Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 36, *supra*, in addition to any other appropriate investigation, action, or proceeding.

38. Programmatic Relief:

- a. Respondents shall transfer 1214 Dean Street to a nominee of the City pursuant to the terms of the stipulation of settlement entered into by Respondents and the City under The City of N.Y. v. Gendville and Brooks-Church, Index No. 452268/2020 (“Stipulation I”). All terms and conditions of Stipulation I are incorporated into this Assurance and a default of Stipulation I shall be a default of this Assurance.
- b. Respondents shall be prohibited from engaging in illegal transient advertising or use or occupancy (less than 30 consecutive days) of units or spaces it owns or rents pursuant to the terms of the stipulation of settlement entered into by Respondents and the City under The City of N.Y. v. Brooks-Church and Gendville, Index No. 452578/2020 (“Stipulation II”). All terms and conditions of Stipulation II are incorporated into this Assurance and a default of Stipulation II shall be a default of this Assurance.
- c. Respondents shall implement the following property management practices:

- i. compliance with all security deposits laws, including providing written receipts for all security deposits collected and placing security deposits in segregated accounts;
 - ii. issuing written rent receipts for all payments made by tenants;
 - iii. shall not communicate to the tenants in any abusive or harassing manner;
 - iv. issuing leases only for entire dwelling units (contrasted, e.g., to rooms in an apartment);
 - v. if not providing leases, must provide written confirmation of the tenancy agreement, including
 - 1. confirming the month to month arrangement;
 - 2. a description of the dwelling unit being rented,
 - 3. the amount of rent being charged; and
 - 4. the parties to the agreement;
 - vi. using only licensed professionals for all construction and repairs requiring building permits at their properties;
 - vii. completing repairs within the timeframe required under the Housing Maintenance or other applicable Code, provided access is granted by the tenants and repairs are required.
- d. For a period of three (3) years from the execution of this AOD, in the event that Respondents either individually or collectively own, whether as individuals or through corporate entities, 10 or more dwelling units in the State of New York, other than those occupied as their personal residences, they shall be required to

notify the OAG and hire an independent Third Property Management company accepted by the OAG.

- e. Acceptance of this Assurance by the OAG is not an approval or endorsement by OAG of any of Respondents' policies practices or procedures, and Respondents shall make no representation to the contrary.

39. Respondents expressly agree and acknowledge that a material default in the performance of any obligation under this paragraph is a violation of the Assurance. OAG thereafter may commence the civil action or proceeding contemplated in paragraph 36, *supra*, in addition to any other appropriate investigation, action, or proceeding. However, the OAG, shall provide Respondents with a notice and opportunity to cure within a reasonable amount of time, but such notice shall not serve as a waiver of its rights under this paragraph and AOD. Evidence that the Respondents' obligations of the Assurance have been breached shall constitute prima facie proof of breach of this Assurance pursuant to Executive Law § 63(15).

40. Monetary Relief

- a. Monetary Relief Amount: Respondents shall pay to the State of New York \$125,000 (the "Monetary Relief Amount") to be held in reserve to be distributed to the Affordable Housing-AG Settlement Fund established by the City of New York Department of Housing Preservation and Development ("HPD"). Payment of the Monetary Relief Amount shall be in full within twelve months of the Effective Date of this Assurance. The Monetary Relief Amount is the same as that referenced in the Actions and Respondents shall be responsible only for payments totaling no more than \$125,000 to the OAG.

- b. Payments shall be made by corporate or certified check, or bank draft, which shall be made payable to the “State of New York”, and shall reference Assurance No. 22-002; payments shall be addressed to the attention of Brent Meltzer, State of New York, Office of the Attorney General, Housing Protection Unit Bureau, 28 Liberty Street, 21st Floor, NY, NY 10005.
- c. Payments in excess of \$50,000 shall be made by wire transfer in accordance with the provided instructions delivered to Respondents contemporaneously with this Assurance.
- d. *Judgment by Confession:*
 - (i) To secure the payment described by paragraph 40(a), Respondents will execute and deliver, at the time of the execution and delivery of this Assurance, the accompanying two Affidavits for Judgment by Confession (attached hereto as Exhibit A), confessing judgment for the Monetary Relief Amount of \$125,000, plus collection fees of nine percent (9%) of any unpaid Monetary Relief Amount at the time of any subsequent default, plus statutory costs of \$15.00. Plaintiff will reduce the Monetary Relief Amount by the principal amount of payments made by Respondents to Plaintiff to calculate the Unpaid Monetary Relief Amount at the time of any subsequent default.

MISCELLANEOUS

Subsequent Proceedings.

41. Respondent expressly agrees and acknowledges 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 paragraph 49, and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;
- b. the OAG may use statements, documents or other materials produced or provided by the Respondent prior to or after the effective date of this Assurance, except tax returns and any record provided during the course of settlement discussions leading to this Assurance;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondent irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue.
- d. evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

42. If a court of competent jurisdiction determines that the Respondents has violated the Assurance, the Respondents shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

Effects of Assurance:

43. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondents, except a bona fide purchaser for consideration of any sale of the real properties referenced herein. 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, except as otherwise provided herein to a bona fide

purchaser for sale of the property. 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.

44. This Assurance is not intended, and should not be construed, to be used as an admission of any factual matter, findings, or liability by the Respondents and is not and shall not be intended for use or to be relied upon by any third party, other than the City of New York, in any other proceeding.

45. OAG's findings herein shall not be submitted as evidence, statements of facts or admissions against Respondents in any proceeding either administrative or in a court of law by a third party. The Assurance is for the purpose of settlement and resolution of the OAG's investigation.

46. Nothing contained herein shall be construed as to deprive any person of any private right under the law. No person who is not a signatory to this Assurance or the City of New York is intended to be a third-party beneficiary of this Assurance.

47. Any failure by the OAG to insist upon the strict performance by Respondents of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Respondents.

Communications:

48. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 22-002, and shall be in writing and shall, unless expressly provided

otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

If to the Respondents, to:

Loretta Gendville: 158 Douglass Street
Brooklyn, New York 11217
Lgendville@gmail.com

Gennaro-Brooks-Church: 22 2nd Street,
Brooklyn, New York 11232
Gennarobc@gmail.com

or in his/her absence, to the person holding the title of Dean Property.

If to the OAG, to: Brent Meltzer, 28 Liberty Street, 21st Floor, New York, N.Y. 10005, brent.meltzer@ag.ny.gov or in his/her absence, to the person holding the title of Chief, Housing Protection Unit.

Representations and Warranties:

49. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by the Respondents and their counsel and the OAG's own factual investigation as set forth in Findings, paragraphs 1 - 36 above. The Respondents represent and warrant that neither they nor their counsel have 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.

50. 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.

51. The Respondents represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved.

52. The OAG represents that it is not aware of any other claim, investigation or proceeding against Respondent by the OAG.

General Principles:

53. Unless a term limit for compliance is otherwise specified within this Assurance, the Respondents' obligations under this Assurance are enduring. Nothing in this Agreement shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

54. 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, except that Respondents shall not be deemed to have waived any defenses they may have should the OAG move to enforce the terms of this Agreement.

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

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

57. 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.

58. Respondents acknowledges that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.


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

60. 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.

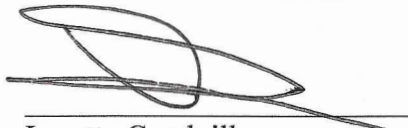
61. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original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

62. The effective date of this Assurance shall be February 14, 2022.

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

By: 

Brent Meltzer, Esq.
Chief, Housing Protection Unit

LORETTA GENDVILLE


Loretta Gendville

STATE OF NY)
COUNTY OF KINGS) ss.:

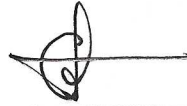
On this 10 day of February, 2022, Loretta Gendville, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, appeared before the undersigned and acknowledged to me that he/she executed the within instrument by his/her signature on the instrument.

Sworn to before me this 10 day of February, 2022



NOTARY PUBLIC
MARC ARONSON
Notary Public, State of New York
No. 02AR6186
Qualified in Kings County
Commission Expires April 28, 2024

GENARRO BROOKS-CHURCH



Genarro Brooks-Church

STATE OF NY)

COUNTY OF KINGS) ss.:

On this 10 day of Feb, 2022, Genarro Brooks-Church, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, appeared before the undersigned and acknowledged to me that he/she executed the within instrument by his/her signature on the instrument.

Sworn to before me this 10 day of Feb, 2022

Marc Aronson
NOTARY PUBLIC

MARC ARONSON
Notary Public, State of New York
No. 02AR6186212
Qualified in Kings County NY
Commission Expires April 28, 2024

EXHIBIT A

CONFESSION OF JUDGMENT

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

STATE OF NEW YORK,

Plaintiff,

-against-

LORETTA GENDVILLE,

Defendant.

AFFIDAVIT FOR JUDGMENT
BY CONFESSION

Index No. _____

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

Loretta Gendville, being duly sworn, deposes and says:

1. I am the Defendant in the above-entitled action.
2. I reside at 158 Douglass Street, Brooklyn, New York 11217, such residence being in the County of Kings.
3. I entered into Assurance of Discontinuance number 22-002 with the State of New York Office of the Attorney General, pursuant to New York Executive Law § 63(15). A copy of the Assurance of Discontinuance executed by me is attached hereto and the terms are incorporated by reference herein.
4. Pursuant to the Assurance of Discontinuance, I confess judgment in this Court in favor of the Plaintiff, State of New York, for the Monetary Relief Amount of \$125,000.00 that I am jointly and severally liable to pay with my co-Defendant Gennaro Brooks-Church, to be reduced by the principal amount of payments made by me or my co-Defendant Gennaro Brooks-Church to Plaintiff pursuant to the Assurance of Discontinuance, plus a collection fee of nine

percent of the unpaid Monetary Relief Amount at the time of any subsequent default, plus statutory costs of \$15.00, and hereby authorize Plaintiff or its authorized agents and/or assigns to enter judgment against me for that sum, including, but not limited to, the collection fee and statutory costs described above.

5. This Confession of Judgment is for a debt justly due to the Plaintiff arising out of the Assurance of Discontinuance.

6. Pursuant to the Assurance of Discontinuance, I have agreed to pay the amounts described in paragraph 4 above.

7. I executed this Affidavit pursuant to the provisions of the Assurance of Discontinuance and expressly agreed that Plaintiff may enter judgment of confession against me for the amount stated in Paragraph 4 above if I fail to timely and properly make payment under the terms of the Assurance of Discontinuance and do not cure such failure within 30 days of Plaintiff's written notice thereof.


8. Changes to this Confession of Judgment must be in writing, signed by both me and the representative of the Plaintiff.

9. This Confession of Judgment is not for the purpose of securing the Plaintiff against a contingent liability.

10. This Confession of Judgment does not relate to a consumer debt.


LORETTA GENDVILLE

Sworn to before me this
7th day of February, 2022


Notary Public

MARC ARONSON
Notary Public, State of New York
No. 02AR6186212
Qualified in Kings County *24*
Commission Expires April 28, 2024

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

STATE OF NEW YORK,

Plaintiff,

-against-

GENNARO BROOKS-CHURCH,

Defendant.

AFFIDAVIT FOR JUDGMENT
BY CONFESSION

Index No. _____

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

Gennaro Brooks-Church, being duly sworn, deposes and says:

1. I am the Defendant in the above-entitled action.
2. I reside at 22 2nd Street, Brooklyn, New York 11232, such residence being in the County of Kings.
3. I entered into Assurance of Discontinuance number 22-002 with the State of New York Office of the Attorney General, pursuant to New York Executive Law § 63(15). A copy of the Assurance of Discontinuance executed by me is attached hereto and the terms are incorporated by reference herein.
4. Pursuant to the Assurance of Discontinuance, I confess judgment in this Court in favor of the Plaintiff, State of New York, for the Monetary Relief Amount of \$125,000.00 that I am jointly and severally liable to pay with my co-Defendant Loretta Gendville, to be reduced by the principal amount of payments made by me or my co-Defendant Loretta Gendville to Plaintiff pursuant to the Assurance of Discontinuance, plus a collection fee of nine percent of the unpaid

Monetary Relief Amount at the time of any subsequent default, plus statutory costs of \$15.00, and hereby authorize Plaintiff or its authorized agents and/or assigns to enter judgment against me for that sum, including, but not limited to, the collection fee and statutory costs described above.

5. This Confession of Judgment is for a debt justly due to the Plaintiff arising out of the Assurance of Discontinuance.

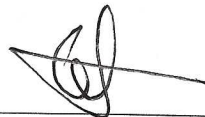
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7. I executed this Affidavit pursuant to the provisions of the Assurance of Discontinuance and expressly agreed that Plaintiff may enter judgment of confession against me for the amount stated in Paragraph 4 above if I fail to timely and properly make payment under the terms of the Assurance of Discontinuance and do not cure such failure within 30 days of Plaintiff's written notice thereof.

8. Changes to this Confession of Judgment must be in writing, signed by both me and the representative of the Plaintiff.

9. This Confession of Judgment is not for the purpose of securing the Plaintiff against a contingent liability.

10. This Confession of Judgment does not relate to a consumer debt.



GENARRO BROOKS-CHURCH

Sworn to before me this
1 day of February, 2022



Notary Public

MARC ARONSON
Notary Public, State of New York
No. 02AR6186212
Qualified in Kings County
Commission Expires April 28, 2024