

**THE CITY OF NEW YORK
OFFICE OF ADMINISTRATIVE TRIALS & HEARINGS, TRIALS DIVISION**

**NYC DEPARTMENT OF CONSUMER AND
WORKER PROTECTION,**

Petitioner,

-against-

**26 MOTORS CORP., 52 MOTORS CORP.,
FREESTYLE AUTO SALES INC., ON THE ROAD
AUTOMOTIVE GROUP INC., 26 MOTORS
QUEENS INC., SUPREME AUTOMOTIVE INC.,
YOSEF AYZENCOT, AHARON BENHAMO, GADI
BENHAMO, JACOB BLUM, EYAL KAHLON,
DAYAN POURAD, and ETAI ZMORA,**

Respondents.

**SETTLEMENT
AGREEMENT AND
CONSENT ORDER**

OATH Index No.:233057

Respondents 26 Motors Corp., 52 Motors Corp., Freestyle Auto Sales Inc., On The Road Automotive Group Inc., 26 Motors Queens Inc., Supreme Automotive Inc., (together, “Corporate Respondents”), and Yosef Ayzencot, Aharon Benhamo, Gadi Benhamo, Jacob Blum, Eyal Kahlon, Dayan Pourad, and Etai Zmora (together, “Individual Respondents”) (collectively, “Respondents” or “26 Motors”), enter into this Settlement Agreement and Consent Order (“CO”) with Petitioner New York City Department of Consumer and Worker Protection (“Petitioner” or “DCWP”) to resolve all charges asserted by DCWP in the above-captioned matter (the “Action”).

I. INTRODUCTION

1. DCWP is an agency of the City of New York with the duty and authority to administer and enforce violations of Title 20 of the New York City Administrative Code (“NYC Code”) and Title 6 of the Rules of the City of New York (“6 RCNY” or “Rules”). DCWP has its principal place of business at 42 Broadway, New York, NY 10004.
2. Respondent 26 Motors Corp. is a New York State business corporation formerly licensed to operate a second-hand automobile dealer (“SHAD”) at 3981 Boston Road, Bronx, NY 10466, under DCWP license number 2055077-DCA from June 28, 2017 to July 31, 2023.
3. Respondent 52 Motors Corp. is a New York State business corporation currently licensed to operate a SHAD at 72-30 Queens Blvd, Queens, NY 11377 under DCWP license number 2079476-DCA, issued on October 26, 2018.
4. Respondent Freestyle Auto Sales Inc. is a New York State business corporation formerly licensed to operate as a SHAD at 181-07 Jamaica Avenue, Hollis, NY 11423 under license

number 2096777-DCA from October 28, 2020 to August 10, 2022, and under temporary operating letter (“TOL”) number 2109018-DCA from September 22, 2022 to June 19, 2023.

5. Respondent On The Road Automotive Group Inc. is a New York State business corporation formerly licensed to operate as a SHAD at 4077 Boston Road, Bronx, NY 10466, under license number 2080239-DCA from November 28, 2018 to August 10, 2022, and under TOL number 2109019-DCA from September 22, 2022 to March 23, 2023.
6. Respondent 26 Motors Queens Inc. is a New York State business corporation formerly licensed to operate as a SHAD at 4015 Boston Road, Bronx, NY 10466 under DCWP license number 2093934-DCA from January 27, 2020 to July 31, 2023.
7. Respondent Supreme Automotive Inc. is a New York State business corporation formerly licensed to operate as a SHAD at 4053 Boston Road, Bronx, NY 10466 under DCWP license number 2059750-DCA from November 2, 2019 to July 31, 2021, and currently licensed to operate under license number 2104887-DCA issued on March 30, 2022.
8. Respondents Yosef Ayzencot, Aharon Benhamo, Gadi Benhamo, Jacob Blum, Eyal Kahlon, Dayan Pourad, and Etai Zmora are the current and former owners and officers of the Corporate Respondents.
9. DCWP and Respondents enter into this CO and voluntarily agree to its terms and conditions.
10. DCWP and Respondents are referred to collectively as the Parties, and individually as a Party.
11. This CO shall be binding upon, enforceable against, and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors and administrators, and upon any corporation, partnership or entity into or with which any corporate Respondent may merge or consolidate, except that Sections IV, V, and VI of this CO shall also apply against any SHAD in New York City in which any Individual Respondent becomes an officer, manager, or owner. Mere ownership of premises or property by any Respondent shall not, alone, be grounds for denial or unreasonable delay of any license application or renewal.
12. Each of the undersigned expressly warrants and represents that they have the full power, capacity, and authority to execute and deliver this CO on behalf of the Party indicated.
13. Respondents acknowledge receipt of the Petition (attached as **Exhibit 1**) in this Action and intend to settle the Parties’ differences with respect to those claims and any defenses that could have been pleaded, and all other disputes relating to the facts and occurrences asserted in the Petition, by entering into and agreeing to this CO.
14. The Effective Date of this CO is the date of execution of this CO by all Parties.
15. This CO will remain in effect for five (5) years from the Effective Date.

II. RESTITUTION AND CIVIL PENALTIES

16. In consideration for DCWP agreeing to resolve the allegations in the Petition without the need for litigation, and to release all related claims as specified in Section X of this CO, Respondents shall pay to DCWP one million eight hundred thousand dollars (\$1,800,000) (“Total Settlement Amount”). Three hundred thousand (\$300,000) of the Total Settlement Amount will be applied to civil penalties. One million five hundred thousand dollars (\$1,500,000) of the Total Settlement Amount will be held by DCWP in a Consumer Restitution Fund (the “Restitution Fund”) and distributed to consumers named in the Petition and to any other consumer who files a complete and documented claim with DCWP within twelve (12) months of the Effective Date. DCWP shall determine criteria for consumers to sufficiently document that they are entitled to payment hereunder. A Consumer Release, in the form annexed hereto as Exhibit 2, will be included as part of any claim forms DCWP creates in connection with the operation of the Restitution Fund. Other than requiring execution of the Consumer Release, DCWP shall maintain complete discretion to allocate and distribute the Restitution Fund to eligible consumers. All monies remaining in the Restitution Fund after distribution to eligible consumers shall revert to DCWP as civil penalties.
17. Respondents are jointly and severally liable for the Total Settlement Amount.
18. Respondents shall remit payments under this CO by bank check, certified check, or money order payable to “New York City Department of Consumer and Worker Protection” and delivered to DCWP, General Counsel, Attn: Legal Operations Director, 42 Broadway, 9th Floor, New York, NY 10004, in accordance with the following schedule:
 - A. Within fourteen (14) days of the Effective Date, Respondents shall pay one million dollars (\$1,000,000) of the Total Settlement Amount to DCWP to be applied to the Restitution Fund.
 - B. Within ninety (90) days of the Effective Date, Respondents shall pay an additional two hundred thousand dollars (\$200,000) of the Total Settlement Amount to DCWP to be applied to the Restitution Fund.
 - C. Within one hundred and eighty (180) days of the Effective Date, Respondents shall pay an additional two hundred thousand dollars (\$200,000) of the Total Settlement Amount to DCWP to be applied to the Restitution Fund.
 - D. Within two hundred and seventy days (270) days of the Effective Date, Respondents shall pay an additional two hundred thousand dollars (\$200,000) of the Total Settlement Amount to DCWP, of which one hundred thousand (\$100,000) shall be applied to the Restitution Fund, and one hundred thousand (\$100,000) shall be used to pay civil penalties.
 - E. Within three hundred and sixty days (360) days of the Effective Date, Respondents shall pay an additional two hundred thousand dollars (\$200,000) of the Total

Settlement Amount to DCWP for civil penalties.

- F. All payments and all correspondence related to this CO must be delivered to DCWP via recognized trackable mail or courier service and must reference Petition No. 233057.
19. In the event Respondents default in making any payment or a portion thereof to DCWP in accordance with this section of this CO by the date it becomes due, DCWP shall within five (5) business days deliver to Respondents a written notice of such payment default. Respondents then shall have ten (10) business days to cure the default. If Respondents fail to cure the default, the following shall apply:
- A. All of the remaining installment payments shall become due and payable;
 - B. DCWP shall be authorized to enter and docket this CO as a judgment in the civil court of the City of New York or any other place provided for the entry and docketing of civil judgments within the State of New York, pursuant to section 2203(h)(5)-(10) of the New York City Charter for the outstanding Total Settlement Amount.
 - C. After the cure period of 10 business days, Supreme Automotive Inc. and 52 Motors Corp.'s SHAD licenses shall be automatically suspended until such payment is received by DCWP.

III. LICENSING

20. Respondents each warrant and represent that Corporate Respondents, with the exception of 52 Motors Corp. and Supreme Automotive Inc., have already ceased dealing in second hand (used) automobiles in the City of New York and shall not operate as SHADs in New York City or apply for a license from DCWP to operate as SHADs in the future.
21. 52 Motors Corp. shall cease all business operations and shall surrender license number 2079476-DCA to DCWP's licensing center by March 1, 2024. 52 Motors Corp.'s license shall be deemed void as of March 1, 2024, regardless of whether 52 Motors Corp. surrenders it. After March 1, 2024, or the date 52 Motors Corp. surrenders license number 2079476-DCA, whichever is earlier, 52 Motors Corp. shall not operate as a SHAD in New York City or apply for a license from DCWP to operate as a SHAD in the future.
22. If 52 Motors Corp. fails to cease all business operations and surrender its license to DCWP by March 1 2024, it shall constitute a breach of this CO, and DCWP may impose, without notice or hearing, and in addition to any other consequences set forth herein, a penalty of \$100/day for each day until 52 Motors Corp. surrenders its license.
23. If 52 Motors Corp. fails to cease all SHAD operations and surrender its license by March 1, 2024, DCWP may, without a hearing, padlock 52 Motors Corp.'s premises. DCWP also reserves its authority to padlock 52 Motors Corp., or any Respondent, for unlicensed SHAD activity under NYC Code § 20-105.

24. Supreme Automotive Inc. shall continue business operations as a SHAD at 4053 Boston Road, Bronx, NY 10466 under its current license number 2104887-DCA, provided that Supreme Automotive Inc. assumes a trade name different from “26 Motors” by March 1, 2024. If Supreme Automotive Inc. fails to assume a new trade name by March 1 2024, Supreme Automotive Inc.’s license shall become void.
25. Individual Respondents, except Jacob Blum and Etai Zmora, shall not act as members, owners, officers, or employees of any SHAD operating in New York City, or apply for a license from DCWP to operate a business as a SHAD for five (5) years from the Effective Date of this CO.
26. Respondents shall not act as SHADs in New York City at any time without holding a license from DCWP. Any Respondent who, after notice and a hearing, is found by DCWP to have engaged in unlicensed SHAD activity shall be subject to a rebuttable presumption of having engaged in such unlicensed activity from the Effective Date, and shall be subject to a civil penalty of \$100/day for each day of the unlicensed activity.
27. If DCWP issues a SHAD license to any Respondent in contravention of the terms of paragraphs 20 through 26 in error of this CO, DCWP may, without a hearing, void such license.

IV. INJUNCTIVE RELIEF

28. Respondents operating a SHAD in New York City agree to immediately take the following remedial measures concerning their current and future advertisements:
 - A. Respondents shall not publish or cause to be published, advertisements that contain contradictory terms relating to an automobile’s selling price, features, availability, finance terms, or any right enumerated in the consumer bill of rights as set forth in NYC Code § 20-268.4.
 - B. Respondents shall not publish or cause to be published, advertisements that represent an automobile or service as “certified” or “certified pre-owned” unless (1) such certification is based upon specific criteria established by an entity other than Respondents; (2) the entity that established such criteria is clearly and conspicuously disclosed; (3) Respondent is authorized by said entity to offer for sale such “certified” or “certified pre-owned” goods or services; (4) the certification criteria, as well as confirmation the good or service has met such criteria, are provided to the buyer prior to sale; and (5) the good or service satisfies the certification criteria.
 - C. Respondents shall not publish or cause to be published, advertisements that contain information relating to any purported “warranty” provided by the dealer, unless the information also sets forth the cost, coverage, features, duration, and limitations of the purported warranty; and
 - D. Respondents shall not publish or cause to be published, advertisements that contain information relating to price reductions, unless the terms and limitations of such

promotions or offers are disclosed clearly and conspicuously.

- E. Respondents shall not advertise monthly payments without clearly and conspicuously disclosing the applicable down payment, number of payments, and the finance charge expressed as an annual percentage rate.
 - F. Respondents shall not publish or cause to be published advertisements that contain the words or phrases “Retail,” “Wholesale Price,” “Online Offer,” “Sale” or other similar terms that misrepresent to consumers the existence of price discounts in comparison to prices of competitors or Respondents’ own past or future prices.
 - G. Respondents shall not use in advertisements terms such as “guaranteed credit approval,” “everybody financed,” “we finance everyone,” “bad credit, no problem” or other words that imply that financing is available to all applicants, unless these terms are accurate and a summary of the essential terms and conditions for obtaining such financing is clearly and conspicuously disclosed.
 - H. Respondents shall not advertise that an automobile has undergone an inspection of a number of components (i.e., a “125-point” inspection) without providing the buyer with a list of such components, and the result of the inspection, prior to sale.
 - I. For every automobile price advertisement, Respondents shall include the statement that the automobile selling price includes all costs to be paid by consumer, except for taxes and title and registration costs, as provided by Rule 2-103(g)(i).
29. Respondents shall not sell or offer for sale an automobile on another’s behalf or allow another to sell an automobile on its behalf unless such sale is pursuant to, and compliant with Section 78.40 of Title 15 of the New York Codes, Rules and Regulations.
30. Respondents shall not sell a second-hand automobile to a consumer at a price greater than the lowest advertised price.

V. RECORDKEEPING

31. If a Respondent operates a SHAD in New York City while this agreement is in effect, Respondent shall for six (6) years after the last date of dissemination or the sale of the automobile that is the subject of the advertisement, whichever is later, maintain and, upon request, make available to DCWP for inspection and copying:
- A. A complete archival record of each internet advertisement or other marketing material published on any website maintained by any Respondent and relating to the marketing, advertising, offering for sale, or sale of secondhand automobiles to consumers by any Respondent (the “Record”).
 - B. The Record shall be maintained using website archiving software that is automatic and dynamic, and saves records in Web ARChive (WARC) format. Each electronic web record shall be dated and identify the source webpage address.

- C. The Record shall consist of every webpage containing marketing material relating to the marketing, advertising, offering for sale, or sale of secondhand automobiles to consumers by Respondents, including webpages for individually advertised automobiles.
 - D. Each webpage shall be preserved and archived (1) at the time of publication and (2) each time there is a change to the content or appearance to the webpage, including, without limitation, when the advertised price or the terms of the offer for sale of the automobile shown change.
 - E. Any Respondent operating a SHAD in New York City during the term of this agreement, shall electronically store all internet videos published on their website(s) or on a third-party website, labeled in a format that identifies the automobile being advertised in the video.
 - F. Respondent operating a SHAD in New York City during the term of this agreement, shall maintain a reliable backup of the Record during the term of this agreement.
32. Respondents shall continue to maintain records pursuant to NYC Code §§ 20-268.5 and 20-273 for a period of six (6) years. Any failure by a Respondent to produce records upon DCWP's request, regardless of Respondent's licensing status, shall be a violation of NYC Code §§ 20-268.5 and 20-273. DCWP may seek costs to enforce any subpoena or document request.

VI. COMPLIANCE

33. While this CO is in effect and if any of the Respondents are operating a SHAD, such Respondent(s) operating a SHAD shall deliver a copy of the CO to all current and future principals, officers, directors, and managers, and to all current and future employees, agents, and representatives having supervisory responsibilities with respect to the advertising or marketing of used automobiles or providing DCWP-required disclosures to consumers. Respondent(s) shall secure from each such person a signed and dated statement acknowledging receipt of the CO within thirty (30) days of assuming such position or responsibilities, with any electronic signatures complying with the requirements of the E-Sign Act, 15 U.S.C. § 7001 et seq.
34. Respondents operating a SHAD in New York City must implement and disseminate written policies and procedures to all current and future employees, agents, and representatives to ensure compliance with the terms of this CO within forty-five days of the Effective Date.
35. Respondents continue to be subject to DCWP's jurisdiction and shall comply fully with all applicable portions of the NYC Code, including the Consumer Protection Law, the Rules, and all other relevant city, state, and federal laws and regulations, without regard to any requirement delineated or not delineated in this CO. Where, however, the terms of this CO exceed statutory requirements, Respondents must comply with this CO.

VII. CONSEQUENCES OF BREACH

36. If, after notice and a hearing, a Respondent or Respondents are found to have breached one or more provisions of Sections III through VI, DCWP may do one or more of the following: (a) find any holder of more than ten (10) percent interest in any of breaching Respondent(s) businesses, as reflected in DCWP records, unfit to hold any DCWP license, or (c) impose a penalty of \$500 per breach per 6 RCNY § 6-04, notwithstanding any other penalties due and owing resulting from breaching Respondents' violation of applicable laws and rules. This paragraph does not alter DCWP's ability to take actions pursuant to any other provision of this CO.
37. Should a Respondent or Respondents operating a SHAD in New York City during the term of this agreement, breach of any provision of this CO requiring the production or preservation of records shall constitute *prima facie* evidence that said Respondent(s) have failed to maintain those documents and thus, have failed to comply with any local, state, or federal law, rule, or regulation requiring that such documents be maintained.

VIII. WAIVER OF APPEALS

38. This CO shall have the force and effect of a final order of the DCWP Commissioner and Respondents hereby expressly and irrevocably waive all right to any hearing, challenge, or appeal in any court or administrative body of any fact, issue, or matter covered by this CO, whether those rights arise under local, state, or federal law.

IX. NOTICES

39. Unless otherwise mandated by the terms of this CO, any notices, reports, or other written material required to be produced pursuant to this CO must be provided as follows:

To DCWP: ConsentCompliance@dcwp.nyc.gov
New York City Department of Consumer and Worker Protection
General Counsel Division
ATTN: Legal Operations Director
42 Broadway, 9th Floor
New York, NY 10004

To Respondents: by mail or e-mail to their respective counsel at the addresses under their signatures below.

40. Respondents shall notify DCWP at least thirty (30) days prior to any change in Corporate Respondents that may affect compliance obligations arising under this CO, including but not limited to: a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or

affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. Provided, however, that, with respect to any proposed change in Corporate Respondents about which Respondents learn fewer than thirty (30) days prior to the date such action is to take place, Respondents shall notify DCWP as soon as is practicable after obtaining such knowledge.

X. RELEASE

41. Upon full execution of this CO, full payment by Respondents of the Total Settlement Amount mandated hereunder, DCWP will release Respondents from all claims and potential claims based on facts and occurrences asserted in the Petition. Respondents shall be obligated to comply with all remaining terms and conditions pending the end of the term of this CO. This Release does not cover any potential claims unrelated to the Petition, or those for breaches of this CO.
42. This Release covers only DCWP's claims and potential claims based on facts and occurrences asserted in the Petition against Respondents, and may not be construed to limit in any way the rights of any third party to bring claims, file actions, or otherwise exercise a legal right by suing in a court of competent jurisdiction, except to the extent that a third party receives payment pursuant to this CO, the third party's claim shall be released as set forth in **Exhibit 2**. Decisions or judgments obtained by individual consumers in other forums remain in full effect.

XI. MISCELLANEOUS

43. This CO does not constitute an approval of any of Respondents' business practices, and Respondents are prohibited from making any representation to the contrary.
44. The provisions of this CO shall be construed in accordance with the laws of the State of New York.
45. If any provision of this CO or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the CO, which can be given effect without the invalid provisions or applications, and to this end, the provisions of this CO are declared to be severable.
46. Any failure by DCWP to insist upon the strict performance by Respondents of any provision(s) of this CO shall not be deemed a waiver of such provision(s), or any other provision(s) of the CO, and shall not limit DCWP's right to enforce any provision of this CO in the future.
47. Nothing in this CO shall be construed as relieving Respondents of their duty to comply with all applicable local, state, and federal laws.
48. This CO, together with **Exhibits 1 and 2**, contains the entire agreement and understanding among the Parties hereto with respect to the subject matter of the CO, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions,

express or implied, oral, or written, of any nature whatsoever with respect to the same subject matter. The express terms this CO control and supersede any course of performance or dealings inconsistent with its terms.

49. Except as expressly provided herein, this CO does not bar or limit in any way the authority of DCWP to exercise its investigative and enforcement powers under any law or rule within DCWP's jurisdiction.
50. Respondents have read this CO carefully, understand each of its terms and conditions, and agree to be bound by the same. Respondents have sought independent legal counsel to the extent Respondents deemed such advice necessary in connection with the review and execution of this CO.
51. This CO may be executed in one or more counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument. Signed signature pages may be transmitted electronically, and any such signature shall have the same legal effect as an original.
52. A breach of any provision in Sections III through VI of this CO by Respondent or Respondents shall not be considered a breach by all Respondents. Only the breaching Respondent(s) shall be subject to penalties for said breach.
53. For a period of two years from the date of full execution of this CO, DCWP agrees that if, pursuant to New York Public Officers Law, Article 6, or to any other applicable law or statute, it receives a request seeking documents and information relating to the Action (the "Record"), DCWP shall notify Respondents in accordance with Section IX of this CO within five (5) business days of receipt of the FOIL or other request. To the extent permitted by law, DCWP shall not produce or disclose the Record for at least ten (10) business days of the notice to Respondents in order to provide Respondents a reasonable period of time in which to seek to quash, limit, object to, or move for a protective order relating to the request. If any Respondent(s) seek to limit, object to, or move for a protective order, such Respondent(s) shall notify DCWP in writing, and DCWP shall not produce the Records until Respondent(s)' opposition to the production or disclosure has been resolved or withdrawn. The obligations of DCWP in such an action shall be limited to informing the party seeking the Record that such material will not be produced or disclosed until a court rules on Respondent(s)' motion or the motion is withdrawn. Nothing in this paragraph shall be construed as requiring DCWP to subject itself to any penalties for noncompliance with any court order directing the production of any of the Records.

Accepted for:
Vilda Vera Mayuga, Commissioner
New York City Department of Consumer and
Worker Protection

Accepted for:
26 Motors Corp., 52 Motors Corp., Freestyle
Auto Sales Inc., On The Road Automotive
Group Inc., 26 Motors Queens Inc., Supreme
Automotive Inc., Jacob Blum, Eyal Kahlon,
and Etai Zmora

By: Barbara Luberadzka, Esq. Date
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bluberadzka@dcwp.nyc.gov
(212) 436-0271

By: Nicholas Goodman, Esq. Date
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(212) 227-9003

Accepted for:
Yosef Ayzencot and Dayan Pourad

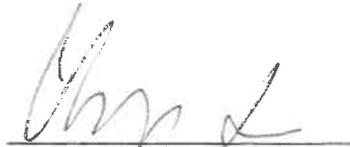
Accepted for:
Aharon Benhamo and Gadi Benhamo



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By: Steven J. Harfenist, Esq. Date
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Accepted for:
Vilda Vera Mayuga, Commissioner
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11/5/2024

Date

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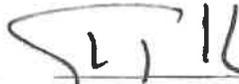
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Accepted for:
Yosef Ayzencot and Dayan Pourad

Accepted for:
Aharon Benhamo and Gadi Benhamo

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Date



11/5/24

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