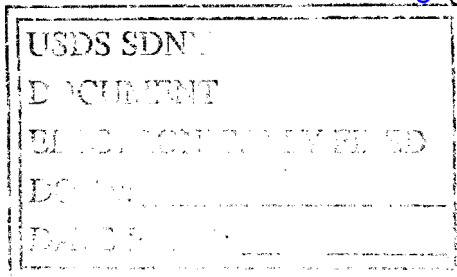


Karas, J. P.



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- x  
UNITED STATES OF AMERICA,

Plaintiff,

-against-

BURGUNDY GARDENS, LLC,

Defendant.  
----- x

CONSENT DECREE

10 Civ. 9099 (KMK) ✓

ECF Case

WHEREAS this action was filed by the United States to enforce the provisions of the Fair Housing Act, 42 U.S.C. §§ 3601 – 3619;

WHEREAS Defendant owns Burgundy Gardens Apartments ("Burgundy Gardens" or the "Subject Property") in Valley Cottage, New York;

WHEREAS the United States alleges that Defendant Burgundy Gardens, LLC ("Burgundy" or "Defendant") has engaged in a pattern or practice of discrimination on the basis of race or color or a denial of rights to a group of persons, in violation of 42 U.S.C. § 3614, in the rental of dwelling units at Burgundy Gardens Apartments;

WHEREAS in its Complaint filed on December 6, 2010, the United States alleges that, on multiple occasions, Defendant discriminated on the basis of race or color by failing to inform African-American prospective tenants about available apartments or by telling such persons that certain apartments were not available, while telling similarly situated non-African-American persons about the availability of such apartments; telling African-American prospective tenants that apartments were available for rent at higher prices than those told to non-African American persons; and failing to show African-American prospective tenants available apartments or negotiating with them for the rental of such apartments, while showing such apartments to non-

African-American prospective tenants and negotiating with them for the rental of such apartments;

WHEREAS the United States alleges that through this conduct Defendant has discriminated by refusing to rent, negotiate for the rental of, or by otherwise making unavailable or denying dwellings to persons because of race or color, in violation of 42 U.S.C. § 3604(a); discriminated against persons in the terms, conditions, or privileges of rental, or in the provision of services or facilities in connection therewith, because of race or color, in violation of 42 U.S.C. § 3604(b); and discriminated by representing to persons because of race or color that dwellings are not available for rental when such dwellings are in fact so available, in violation of 42 U.S.C. § 3604(d);

WHEREAS Defendant admits that on one or more occasions its former on-site agents: (a) gave incomplete or incorrect information to African-American prospective tenants about the availability of rental dwellings; (b) failed to give an application to an African-American prospective tenant when, in fact, a rental dwelling was available for rent while giving an application to an individual who was not African-American; and (c) showed available apartments to non-African-Americans but not to African-American prospective tenants; and

WHEREAS the United States and Defendant have agreed that this controversy should be resolved without a trial;

**ACCORDINGLY, it is hereby ADJUDGED, ORDERED and DECREED:**

#### **I. JURISDICTION**

1. This Court has jurisdiction over the parties and the subject matter of this action. ✓  
The Court shall retain jurisdiction over the parties to enforce and administer the terms of the

Consent Decree for three years after the effective date of the Consent Decree, as defined in paragraph 36.

2. The Court may extend the term of the Consent Decree upon consent of the parties, or upon an application of the United States for good cause shown.

## II. GENERAL INJUNCTION

3. Defendant, its officers, agents, employees, successors and assigns, and all other persons in active concert or participation with it, are enjoined, with respect to the rental of dwellings, from: ✓

- a. Refusing to rent a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the rental of a dwelling, or otherwise making unavailable or denying a dwelling to any person because of race or color;
- b. Discriminating against any person in the terms, conditions, or privileges of renting a dwelling, or in the provision of services or facilities in connection therewith, because of race or color;
- c. Representing to persons because of race or color that any dwelling is not available for inspection or rent when such dwelling is, in fact, so available;
- d. Making statements with respect to the rental of a dwelling that indicate any preference, limitation, or discrimination because of race or color;
- e. Offering to reduce rents, fees or other costs to white persons but not African-American persons because of race or color; and
- f. Discouraging African-American persons from applying for an apartment while encouraging white persons to apply.

### III. NONDISCRIMINATION POLICY ✓

4. Upon entry of this consent decree, Defendant shall implement the Nondiscrimination Policy appearing at Appendix A at the Subject Property.

5. Within fifteen (15) days of the entry of the Consent Decree, Defendant shall distribute the Nondiscrimination Policy to all of its current tenants, employees, agents, and anyone acting under the direction of Defendant, who has responsibility for showing, renting, or managing any and all dwelling units at the Subject Property. Defendant shall review this policy, along with a question and answer session, with each employee, agent, or anyone acting under its direction, on an annual basis thereafter.

### IV. NOTICE TO PUBLIC OF NONDISCRIMINATION POLICY ✓

6. Within fifteen (15) days of the entry of the Consent Decree, Defendant shall take the following steps to notify the public of its Nondiscrimination Policy:

- a. Prominently post at all rental offices that Defendant currently or subsequently uses for the rental of dwellings, a fair housing sign no smaller than ten (10) inches by fourteen (14) inches that indicates that all apartments are available for rent on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.
- b. Whenever any dwelling unit at any of the Subject Property is available for rent, the Defendant shall prominently post an easily readable "For Rent" or "Vacancy" sign or notice at the apartment building in which the dwelling unit is available. The sign or notice shall include the slogan "Equal Housing Opportunity" and/or the fair housing logo. Such slogan and logo shall be prominently displayed and easily readable.

- c. Include the words "Equal Housing Opportunity" and/or the fair housing logo in all rental advertising conducted by Defendant, or its agents or employees, in newspapers, flyers, handouts, telephone directories and other written materials; on radio, television or other media broadcasts; and on all billboards, signs, pamphlets, brochures and other promotional literature, provided that this requirement does not compel Defendant to advertise in any of these media, but does require compliance with this provision whenever Defendant so advertises. The words and/or logo shall be prominently placed and easily readable.
- d. Include at least the following phrase in the standard rental application and the standard rental agreement used for rental dwelling units in boldface type, using letters of equal or greater size to those of the text in the body of the document:

We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18).

#### V. TRAINING

- 7. Within thirty (30) days of the entry of this Consent Decree, Defendant shall provide a copy of this Consent Decree to its agents and employees involved in showing, renting, or managing any dwelling unit at the Subject Property. Defendant shall secure a signed statement from each such agent or employee acknowledging that he or she has received and read the Consent Decree and the Nondiscrimination Policy, has had the opportunity to have questions about the Consent Decree and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Decree and the Policy. This statement shall be in the form of Appendix B.

8. During the term of this Consent Decree, within thirty (30) days after each new agent or employee becomes involved in showing, renting, or managing units at the Subject Property, Defendant shall provide a copy of this Consent Decree and the Nondiscrimination Policy to each such agent or employee and secure a signed statement from each agent or employee acknowledging that he or she has received and read the Consent Decree and the Nondiscrimination Policy, has had the opportunity to have questions about the Consent Decree and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Decree and the policy. This statement shall be in the form of Appendix B.

9. Within ninety (90) days from the date of entry of this Consent Decree, Defendant and its managers, agents, and employees shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of race or color. The training shall be conducted by an independent, qualified third party, approved in advance by the United States, and any expenses associated with this training shall be borne by Defendant. Each individual who receives the training shall execute the Certificate of Training and Receipt of Consent Decree, appearing at Appendix C.

10. At a minimum, the training required in the preceding paragraph shall consist of the following:

- a. Instruction on the requirements of all applicable federal and state housing discrimination laws; and
- b. A question and answer session for the purpose of reviewing the foregoing areas.

11. All managers must receive the fair housing training, described in Paragraphs 9 and 10, within 90 days of entry of this Consent Decree or within 30 days of beginning their work as manager(s), whichever shall occur later.

**VI. NONDISCRIMINATORY STANDARDS AND PROCEDURES FOR SHOWING AVAILABLE DWELLING UNITS TO PROSPECTIVE TENANTS**

12. Within thirty (30) days from the date of entry of this Consent Decree, Defendant shall develop and submit to the United States, with respect to the Subject Property, objective, uniform, non-discriminatory standards and procedures for informing persons about and showing available dwelling units to prospective tenants. Such standards and procedures shall be approved by the United States in advance of their implementation and shall be consistent with the provisions of this Section. Within five (5) days of when the United States approves the standards and procedures, Defendant shall implement and prominently display them in any office where there is rental activity and/or personal contact with applicants. Defendants shall make available a copy of these standards and procedures upon request to any applicant for the rental of a dwelling. For the duration of this Consent Decree, these standards and procedures may be modified only if written notice is given to counsel for the United States thirty (30) days before the proposed modifications are to take effect and the United States makes no objection thereto.

13. The nondiscriminatory standards and procedures discussed in Paragraph 12, above, shall include the use of the following documents, which Defendant shall update as new information becomes available, and retain for the duration of the Consent Decree:

- a. Guest Cards: Defendant shall ensure that, for all prospective tenants who inquire in person about dwelling units, a Guest Card is completed, either by the prospective tenant and/or the Defendant, that contains:
  - i. The date of the prospective tenant's visit and, when the prospective tenant agrees to provide the information, the prospective tenant's name, address, daytime, and evening telephone numbers;
  - ii. The race of the prospective tenant, based on the good faith observation of

Defendant or their employee or agent;

- iii. The apartment size the prospective tenant requests and the date on which the prospective tenant wishes to move;
  - iv. Whether the prospective tenant filled out an application;
  - v. Whether the prospective tenant was invited to see available dwelling units and the address and unit number of each one shown and, if not, an explanation why not; and
  - vi. The names of all employees/agents who assisted the prospective tenant.
- b. Availability List: Defendant shall ensure that it maintains and timely updates an Availability List that includes the addresses and unit numbers of all dwelling units known to be available or reasonably expected to be available for rental within thirty (30) days, including the date either Defendant or Defendant's agent was first informed each would be available for rental and the first date it would be available for rental or occupancy by a new tenant. Defendant, its agents and employees shall share the complete information on the Availability List with each person who visits or calls to inquire about the availability of dwelling units.
- c. Rental Applications: Defendant, its agents and employees, shall provide and process rental applications on a non-discriminatory basis and shall maintain all rental applications, whether deemed complete or incomplete, and any correspondence about the availability of dwelling units.
- d. Waiting Lists: Defendant, its agents and employees, shall maintain waiting lists in a non-discriminatory manner and develop uniform standards for selecting individuals from the list, whether formally or informally maintained.



## **VII. COMPLIANCE TESTING**

14. The United States may take steps to monitor Defendant's compliance with this Consent Decree including, but not limited to, conducting fair housing tests at any office(s) in which the Defendant conducts rental activities.

## **VIII. REPORTING AND DOCUMENT RETENTION REQUIREMENTS**

15. Defendant shall, no later than fifteen (15) days after occurrence, provide to the United States notification and documentation of the following events:<sup>1</sup>

- a. Any change to the rules or practices regarding the nondiscrimination policy discussed in Paragraph 4 or the nondiscriminatory standards and procedures discussed in Paragraph 12;
- b. Proof of notification of the nondiscrimination policy described in paragraphs 7 and 8, including executed copies of the Employee Acknowledgment forms, appearing at Appendix B, and a list of the names and addresses for all tenants to whom the policy was provided;
- c. Any written or oral complaint against Defendant or any of Defendant's agents or employees, regarding discrimination in housing. If the complaint is written, Defendant shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. Defendant shall also promptly provide the United States all information it may request concerning any such complaint and shall

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<sup>1</sup> All documents or other communications required by this Consent Decree to be sent to counsel for the United States shall be sent by overnight delivery service addressed as follows: Chief, Civil Rights Unit, United States Attorney's Office, 86 Chambers Street, New York, New York 10007, or as otherwise directed by the United States. Facsimile transmissions shall be sent to (212) 637-2717.

inform the United States within fifteen (15) days of the substance of any resolution of such complaint; and

- d. Any advertisements published in local newspapers pursuant to Paragraphs 20 and 21.

16. Within ninety (90) days of the date of entry of this Consent Decree, and every six (6) months thereafter for the duration of this Consent Decree, Defendant shall deliver to counsel for the United States a report containing information about its compliance efforts during the preceding reporting period, including but not limited to:

- a. All executed copies of the Certificate of Training and Receipt of Consent Decree, appearing at Appendix C;
- b. Notification and documentation of the adoption and implementation of the nondiscriminatory standards and procedures discussed in Paragraph 12;
- c. Photographs of each office in which rental activity is conducted, showing the fair housing signs and Nondiscrimination Standards and Procedures, pursuant to Sections IV and VI of this Consent Decree;
- d. Copies of standard rental applications and rental agreements, pursuant to Section IV of this Consent Decree;
- e. Copies of all guest cards, availability lists, rental applications, and other information recorded by any means related to any inquiries regarding the availability of rental dwellings, maintained pursuant to Section VI of this Consent Decree;
- f. A list of all rental properties in which Defendant or its members have an ownership or management interest, in whole or in part, including the street

address, the number of rental units at each property, and a description of the interest in the property; and

- g. Notification of any purchase, inheritance, or acquisition involving Defendant or the members of Burgundy Gardens, LLC of an ownership or management interest in any rental property which is used or intended to be used as a dwelling defined by 42 U.S.C. § 3602(b), and any sale, transfer, or other disposition of any interest in rental properties, including the identity of the purchaser(s) to whom the interest is being transferred.

17. During the period in which this Consent Decree is in effect, Defendant shall preserve all records that are the source of, contain, or relate to any of the information pertinent to its obligations under this Decree, including, but not limited to, all guest cards, availability lists, waiting lists, rental applications, leases, rental roll ledgers, and occupancy lists. Upon reasonable notice to counsel for Defendant, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, Defendant shall provide copies of such documents.

#### **IX. COMPENSATION OF AGGRIEVED PERSONS**

18. Within one hundred twenty (120) days of the entry of this Consent Decree, Defendant shall deposit in an interest-bearing escrow account the total sum of \$150,000 (one hundred and fifty thousand dollars) for the purpose of compensating any persons whom the Court determines may have been harmed by Defendant's discriminatory rental practices (hereinafter "aggrieved persons"). This money shall be referred to as the "Settlement Fund." In addition, within fifteen (15) days of the establishment of this Fund, Defendant shall submit proof to the United States that this account has been established and the funds deposited.

19. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth herein.

20. Within sixty (60) days of the entry of this Consent Decree, Defendant shall complete publication of a Notice to Potential Victims of Housing Discrimination ("Notice"), in the form of the Notice at Appendix D, informing readers of the availability of compensatory funds. The Notice shall be published as follows:

- a. On at least four (4) occasions in the 'A' Section (or News Section) of the Rockland County Times, including at least two (2) occasions on Sunday, in a space measuring at least one-quarter (1/4) of a page;
- b. In the internet website periodical LOHUD.COM that would be viewable for at least four weeks (or on a similar website to be agreed by the parties that applicants for rental housing in or around Valley Cottage are likely to view); and
- c. In the newspaper and online periodical Our Town Newspaper, on at least four (4) occasions in the 'A' Section (or News Section), in a space measuring at least one-quarter (1/4) of a page, and by way of the Our Town internet website that would be viewable for at least four weeks (or on a similar website to be agreed by the parties that applicants for rental housing in or around Valley Cottage are likely to view).

21. Defendant shall provide a copy of the newspaper and websites containing each such Notice to counsel for the United States within fifteen (15) days after publication of each Notice.

22. Defendant shall produce any rental/tenancy records, or any other records in the possession, custody, or control of Defendant or its agents or employees, upon notice to

counsel for Defendant, that the United States believes to be useful in identifying persons who may be entitled to relief under this Consent Decree. Upon reasonable notice, Defendant shall provide such rental/tenancy records or shall permit representatives of the United States to receive copies of such rental/tenancy records through counsel for Defendant.

23. Nothing in this Consent Decree shall preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons.

24. Aggrieved persons shall have five (5) months from the entry of the Consent Decree to contact the United States.

25. The United States shall investigate the claims of allegedly aggrieved persons and, within two hundred seventy (270) days from the entry of the consent decree, shall make a preliminary determination of which persons are aggrieved and an appropriate amount of damages that should be paid to each such person. Defendant shall permit the United States, upon reasonable notice, to review and copy any records that may facilitate its determinations regarding the claims of allegedly aggrieved persons. The United States will inform Defendant in writing of its preliminary determinations, together with a copy of a sworn declaration from each aggrieved person setting forth the factual basis of the claim. Defendant shall have twenty-one (21) days to review the declarations and provide to the United States any documents or information that they believe may refute the claims.

26. After receiving Defendant's comments, the United States shall submit its final recommendations to the Court for approval, identifying the aggrieved persons and an appropriate amount of damages that should be paid to each such person, together with a copy of the sworn declarations and any documents or additional information submitted by Defendant. Defendant may submit an objection to the Court within ten (10) days of the United States' final

recommendations. Within fifteen (15) days of a Court order providing for the distribution of funds to aggrieved persons, Defendant shall deliver to the United States checks payable to the aggrieved persons in the amounts approved by the Court.

27. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund.

28. When counsel for the United States has received a check from Defendant payable to an aggrieved person and a signed release in the form of Appendix E from the aggrieved person, counsel for the United States shall deliver the check to the aggrieved person and the original, signed release to counsel for the Defendant. No aggrieved person shall be paid until he/she has executed and delivered to counsel for the United States the release at Appendix E.

29. After the satisfaction of Paragraphs 18-28, above, and the expiration of the corresponding time periods, any money remaining in the Settlement Fund, including interest, shall be distributed to a qualified organization(s) for the purpose of conducting fair housing enforcement or educational activities related to the purposes of this Consent Decree in Rockland County, New York. Defendant will consult with and obtain the non-objection of the United States in selecting the recipient(s) of these remaining funds. Pursuant to Defendant's proposals to date, the United States will not object if 50% of any remaining Settlement Fund monies were distributed to Legal Aid Society of Rockland County and 50% were distributed to New York Legal Assistance Group ("NYLAG") and designated to one of NYLAG's seven main units that deliver direct legal services to clients. The parties shall obtain the Court's approval prior to distributing any of the Settlement Fund's remaining assets. Defendant shall request each recipient to submit to Defendant and the United States a detailed report on how funds are utilized within one year after the funds are distributed.

## **X. CIVIL PENALTY**

30. Within twenty (20) days after the entry of this Consent Decree, Defendant shall pay a total of twenty-five thousand (\$25,000.00) to the United States as a civil penalty, pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be delivered to counsel for the United States in the form of a cashier's check payable to the "United States Treasury."

31. In the event that Defendant or its agents or employees engage in any future violation(s) of the Fair Housing Act, the parties agree that such violation(s) shall constitute a "subsequent Violation" as to Defendant pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

## **XI. ACQUISITION OR TRANSFER OF INTEREST IN RENTAL PROPERTIES**

32. If at any time while this Decree remains in effect, Defendant decides to sell or otherwise transfer the entirety of Defendant's interest in the Subject Property to an unrelated party in an arms-length transaction,<sup>2</sup> Defendant shall take the following steps:

- a. At least thirty (30) days prior to completion of the sale or transfer, provide each prospective purchaser or other transferee a copy of this Consent Decree along with written notice that the subject property remains subject to Sections II-VIII and XI-XV of the Decree;
- b. At least thirty (30) days prior to completion of the sale or transfer, provide the United States written notice of Defendant's intent to sell or otherwise transfer Defendant's interest in the property, along with a copy of the notice sent to each prospective purchaser or transferee, containing the latter's name, address and telephone number;

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<sup>2</sup> For purposes of this Decree, "arms-length transaction" is defined as a transaction that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that transaction.

- c. Within thirty (30) days following completion of the sale or other transfer, Defendant shall provide the United States a copy of the documents memorializing the transfer in interest of the property; and
- d. Defendant shall require the transferee, as a condition of the sale or other transfer, to agree in writing to perform all obligations and be liable for compliance with Sections II-VIII and XI-XV of this Consent Decree for the duration of the Decree, with respect to the property.

33. If Defendant complies with Paragraph 32a-d, and transfers all of Defendant's ownership, management, or other financial interest in the Subject Property to an arms-length purchaser or other transferee, then Defendant shall thereafter be relieved of further obligations under this Consent Decree with regard to the Subject Property, except for Sections II, IX and X.

34. If the proposed transfer of interest is not an arms-length transaction, the Defendant must comply with the requirements of Paragraph 32a-d. In addition, Defendant shall remain jointly and severally liable, along with the purchaser or other transferee, for any violations of Sections II-VIII and XI-XII of this Decree for its duration.

## **XII. SCOPE AND DURATION OF CONSENT DECREE**

35. The provisions of this Consent Decree shall apply to all of Defendant's officers, agents, employees, successors and assigns, and all persons acting in active concert or participation with them.

36. This Consent Decree shall remain in effect for three (3) years after the date of its entry.



37. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce its terms, after which time the case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Decree in the interests of justice.

#### **XIII. REMEDIES FOR NON-COMPLIANCE**

38. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Decree prior to bringing such matters to the Court for resolution. However, in the event the United States contends that there has been a failure by Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Consent Decree or otherwise to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

#### **XIV. TIME FOR PERFORMANCE**

39. Any time limits for performance imposed by this Decree may be extended by mutual written agreement of the parties. The other provisions of this Decree may be modified by written agreement of the parties or by motion to the Court. If the modification is by written agreement of the parties, then such modification will be effective upon filing of the written agreement with the Court, and shall remain in effect for the duration of the Decree or until such time as the Court indicates through written order that it has not approved the modification.

**XV. COSTS OF LITIGATION**

40. Each party to this litigation will bear its own costs and attorneys' fees associated with this litigation. ✓

Dated: New York, New York  
April 4, 2012

PREET BHARARA  
United States Attorney  
Attorney for the United States of America

By: Daniel P. Filor  
DAVID S. JONES  
DANIEL P. FILOR  
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86 Chambers Street, 3rd Floor  
New York, New York 10007  
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Daniel.Filor@usdoj.gov

Dated: New York, New York  
April 4, 2012

Burgundy Gardens, LLC:

By: Laurent Drogin  
LAURENT DROGIN  
Farter Krinsky & Drogin LLP  
1350 Broadway  
New York, New York 10018  
Tel. No. (212) 216-8000  
Fax No. (212) 216-8001

SO ORDERED this 16<sup>th</sup> day of April, 2012. ✓

Kenneth M. Karas  
United States District Judge

## Appendix A

### NONDISCRIMINATION POLICY

It is the policy of Burgundy Gardens, LLC, d/b/a Burgundy Gardens, to comply with Title VIII of the Civil Rights Act of 1968, as amended, commonly known as the Fair Housing Act by ensuring, to the extent required by law, that apartments are available to all persons without regard to race, color, religion, national origin, disability, sex, or familial status. This policy means that, among other things, Burgundy Gardens, LLC, d/b/a Burgundy Gardens, and all their agents and employees with the responsibility for renting, managing, or administering any dwelling units must not discriminate in any aspect of the rental of dwellings against qualified applicants or tenants because of race or color. Such agents and employees may not:

- A. Refuse to rent, refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, disability, sex, or familial status;
- B. Discriminate against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, disability, sex, or familial status;
- C. Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, national origin, disability, sex, or familial status; or
- D. Represent to persons because of race, color, religion, national origin, disability, sex, or familial status that any dwelling is not available for inspection or rental when such dwelling is in fact so available.

Any agent or employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in unequal service to, treatment of, or behavior toward tenants or actual or potential applicants on the basis of race, color, religion, national origin, disability, familial status, or sex may constitute a violation of state and federal fair housing laws. Any tenant or applicant who believes that any of the above policies have been violated by any agent or employee of the owner should contact the owner's representative at 1-201-843-0505. Any tenant or applicant who believes that any of the above policies have been violated by any owner, agent, or employee may also contact the U.S. Department of Housing and Urban Development at 1-888-799-2085, or the U.S. Department of Justice at 1-800-896-7743 or 202-514-4713.

**Appendix B**

**EMPLOYEE ACKNOWLEDGMENT**

I acknowledge that on \_\_\_\_\_, 2012, I was provided copies of the Consent Order entered by the Court in United States v. Burgundy Gardens, LLC, Civil Action No. 10-cv-9099 (S.D.N.Y.), and the Nondiscrimination Policy of Burgundy Gardens, LLC, d/b/a Burgundy Gardens. I have read and understand these documents and have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Date

**APPENDIX C**

**Employee Training Certification**

I certify that on \_\_\_\_\_, 2012, I received training with respect to my responsibilities under the Consent Order entered by the Court in United States v. Burgundy Gardens, LLC, Civil Action No. 10-cv-9099 (S.D.N.Y.), and the federal fair housing laws. I have had the opportunity to have my questions about them answered. I understand my legal responsibilities not to discriminate under the federal fair housing laws, including the Fair Housing Act, and shall comply with those responsibilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Date

APPENDIX D (NOTICE OF VICTIM FUND)

**NOTICE OF SETTLEMENT AND CONSENT DECREE REGARDING  
HOUSING DISCRIMINATION LAWSUIT**

On \_\_\_\_\_, 2012, the US District Court in the Southern District of New York entered an order with consent of the parties resolving a discrimination lawsuit brought by the United States. The lawsuit alleged that Burgundy Gardens, LLC discriminated against African Americans who were seeking rental housing.

All parties have agreed to resolve the lawsuit under the terms of the Consent Decree.

The United States is now seeking information from all persons who claim to have suffered unlawful housing discrimination by this Defendant at rental location 796-800 Brookridge Drive or 47 Brookside Avenue in Valley Cottage, New York.

Persons who believe that they may have a valid claim of racial discrimination by this defendant or at this location are invited to **contact the United States Attorney's Office, Southern District of New York, before \_\_\_\_\_, 2012** (five months from the date of the Decree) at **212-637-2672**.

You may also write to:

United States Attorney's Office, S.D.N.Y.  
Civil Rights Unit  
86 Chambers Street  
New York, New York 10007

## Appendix A

### NONDISCRIMINATION POLICY

It is the policy of Burgundy Gardens, LLC, d/b/a Burgundy Gardens, to comply with Title VIII of the Civil Rights Act of 1968, as amended, commonly known as the Fair Housing Act by ensuring, to the extent required by law, that apartments are available to all persons without regard to race, color, religion, national origin, disability, sex, or familial status. This policy means that, among other things, Burgundy Gardens, LLC, d/b/a Burgundy Gardens, and all their agents and employees with the responsibility for renting, managing, or administering any dwelling units must not discriminate in any aspect of the rental of dwellings against qualified applicants or tenants because of race or color. Such agents and employees may not:

- A. Refuse to rent, refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, disability, sex, or familial status;
- B. Discriminate against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, disability, sex, or familial status;
- C. Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, national origin, disability, sex, or familial status; or
- D. Represent to persons because of race, color, religion, national origin, disability, sex, or familial status that any dwelling is not available for inspection or rental when such dwelling is in fact so available.

Any agent or employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in unequal service to, treatment of, or behavior toward tenants or actual or potential applicants on the basis of race, color, religion, national origin, disability, familial status, or sex may constitute a violation of state and federal fair housing laws. Any tenant or applicant who believes that any of the above policies have been violated by any agent or employee of the owner should contact the owner's representative at 1-201-843-0505. Any tenant or applicant who believes that any of the above policies have been violated by any owner, agent, or employee may also contact the U.S. Department of Housing and Urban Development at 1-888-799-2085, or the U.S. Department of Justice at 1-800-896-7743 or 202-514-4713.

**Appendix B**

**EMPLOYEE ACKNOWLEDGMENT**

I acknowledge that on \_\_\_\_\_, 2012, I was provided copies of the Consent Order entered by the Court in United States v. Burgundy Gardens, LLC, Civil Action No. 10-cv-9099 (S.D.N.Y.), and the Nondiscrimination Policy of Burgundy Gardens, LLC, d/b/a Burgundy Gardens. I have read and understand these documents and have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Date



**APPENDIX C**

Employee Training Certification

I certify that on \_\_\_\_\_, 2012, I received training with respect to my responsibilities under the Consent Order entered by the Court in United States v. Burgundy Gardens, LLC, Civil Action No. 10-cv-9099 (S.D.N.Y.), and the federal fair housing laws. I have had the opportunity to have my questions about them answered. I understand my legal responsibilities not to discriminate under the federal fair housing laws, including the Fair Housing Act, and shall comply with those responsibilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Date

APPENDIX D (NOTICE OF VICTIM FUND)

**NOTICE OF SETTLEMENT AND CONSENT DECREE REGARDING  
HOUSING DISCRIMINATION LAWSUIT**

On \_\_\_\_\_, 2012, the US District Court in the Southern District of New York entered an order with consent of the parties resolving a discrimination lawsuit brought by the United States. The lawsuit alleged that Burgundy Gardens, LLC discriminated against African Americans who were seeking rental housing.

All parties have agreed to resolve the lawsuit under the terms of the Consent Decree.

The United States is now seeking information from all persons who claim to have suffered unlawful housing discrimination by this Defendant at rental location 796-800 Brookridge Drive or 47 Brookside Avenue in Valley Cottage, New York.

Persons who believe that they may have a valid claim of racial discrimination by this defendant or at this location are invited to **contact the United States Attorney's Office, Southern District of New York, before \_\_\_\_\_, 2012** (five months from the date of the Decree) at **212-637-2672**.

You may also write to:

United States Attorney's Office, S.D.N.Y.  
Civil Rights Unit  
86 Chambers Street  
New York, New York 10007

**Appendix E**

**FULL AND FINAL RELEASE OF CLAIMS**

In consideration for the parties' agreement to the terms of the Consent Order they entered into in the case of United States v. Burgundy Gardens, LLC, Civil Action No. 10-cv-9099 (S.D.N.Y.), as approved by the United States District Court for the Southern District of New York, and in consideration for the payment of \$ \_\_\_\_\_, which represents the damages incurred by me as a result of the alleged discrimination by Burgundy Gardens, LLC, d/b/a Burgundy Gardens ("Defendant"), I, \_\_\_\_\_, do hereby fully release and forever discharge Defendant, along with its past and present insurers, attorneys, related companies, principals, members, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, heirs, executors, and administrators and any persons acting under their respective direction or control from any and all housing discrimination claims set forth, or which could have been set forth, in the Complaint in this lawsuit that I may have had against any of them for any of Defendant's actions or statements related to those claims through the date I sign this release.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]