

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

Plaintiff,

-against-

LOVENTHAL SILVER RIVERDALE, LLC, et al.,

Defendants.
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USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 10/16/2012

CONSENT DECREE

11 Civ. 6713 (BSJ) (MHD)

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 Loventhal Silver Riverdale LLC (“Loventhal Silver” or “Owner”) owns the apartment building located at 3800 Independence Avenue in the Bronx, New York (the “Independence Avenue Building”);

WHEREAS defendant Goodman Management Company (“Goodman”) is the management company for the Independence Avenue Building;

WHEREAS defendant Jesus Velasco (“Velasco” or “Superintendent” and collectively with Loventhal Silver and Goodman, “Defendants”) is the superintendent of the Independence Avenue Building;

WHEREAS the United States alleges that Defendants have 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 the Independence Avenue Building;

WHEREAS in its Complaint filed on September 27, 2011, the United States alleges that, on multiple occasions, Defendants discriminated on the basis of race or color in the rental of dwelling units at the Independence Avenue Building by (a) failing to inform African-Americans about available apartments, or telling such persons that certain apartments are not available, while telling similarly situated Caucasian persons about the availability of such apartments; (b) failing to show African-Americans available apartments, or negotiate for the rental of such apartments, while at the same time showing similarly situated Caucasian persons available apartments, and negotiating for the rental of such apartments; (c) failing to give African-Americans rental applications, while providing similarly situated Caucasian persons with rental applications; (d) failing to provide the contact information for Goodman Management to African-Americans, while providing such information to similarly situated Caucasian persons; and (e) failing to quote the same discounted rent prices to African-Americans offered to similarly situated Caucasian persons;

WHEREAS the United States alleges that, through this conduct at the Independence Avenue Building, Defendants violated the Fair Housing Act by (a) refusing to negotiate for the rental of, or otherwise making unavailable or denying dwellings to persons because of race or color, in violation of 42 U.S.C. § 3604(a); (b) discriminating 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 (c) 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 Velasco admits, acknowledges and accepts responsibility for the following conduct in the Government's complaint:

(a) On April 29, 2009, the superintendent of the Independence Avenue Building informed an African-American tester that there were no available apartments but informed a Caucasian tester the same day, that there were available apartments in the building;

(b) On May 8, 2009, the superintendent of the Independence Avenue Building informed an African-American tester that there were no available apartments but informed a Caucasian tester the same day, that there were available apartments in the building;

(c) On November 18, 2009, the superintendent of the Independence Avenue Building informed an African-American tester that there were no available apartments but informed a Caucasian tester the same day, that there were available apartments in the building;

WHEREAS defendant Loventhal Silver admits and acknowledges that Velasco was an employee or agent of Loventhal Silver;

WHEREAS defendant Goodman admits and acknowledges that it was the management company for the Independence Avenue Building;

WHEREAS the United States and Defendants have agreed that to avoid protracted and costly litigation, 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 35.

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 Velasco, together with defendants Loventhal Silver and Goodman, their officers, agents, employees, successors and assigns, and all other persons in active concert or participation with them, 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 Caucasian 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, defendants Loventhal Silver and Goodman shall implement the Nondiscrimination Policy appearing at Appendix A at the Independence Avenue Building.

5. Within fifteen (15) days of the entry of the Consent Decree, defendants Loventhal Silver and Goodman shall distribute the Nondiscrimination Policy to all of the current tenants at the Independence Avenue Building, and to their agents and employees involved in showing, renting, or managing any dwelling unit at the Independence Avenue Building, and to anyone else acting under the direction of defendants Loventhal Silver and Goodman involved in showing, renting, or managing any dwelling unit at the Independence Avenue Building. Defendants Loventhal Silver and Goodman shall review this policy, along with a question and answer session, with each such agent, employee or anyone acting under their 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, defendants Loventhal Silver and Goodman shall take the following steps to notify the public of their Nondiscrimination Policy:

- a. Prominently post at all rental offices that defendants Loventhal Silver and Goodman currently or subsequently use 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 the Independence Avenue Building is

available for rent, defendants Loventhal Silver and Goodman shall prominently post an easily readable "For Rent" or "Vacancy" sign or notice at the Independence Avenue Building. 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 defendants Loventhal Silver and Goodman for the Independence Avenue Building 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 Defendants to advertise in any of these media, but does require compliance with this provision whenever Defendants so advertise. The words and/or logo shall be prominently placed and easily readable.
- d. Include the following phrase in the standard rental application and the standard rental agreement used for rental dwelling units at the Independence Avenue Building 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, defendants Loventhal Silver and Goodman shall provide a copy of this Consent Decree and the Nondiscrimination

Policy to their managers, agents and employees involved in showing, renting, or managing any dwelling unit at the Independence Avenue Building. Defendants Loventhal Silver and Goodman shall secure a signed statement from each such manager, 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 manager, agent or employee of defendants Loventhal Silver or Goodman becomes involved in showing, renting, or managing units at the Independence Avenue Building, defendants Loventhal Silver and Goodman 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 Velasco and any managers, agents and employees of defendants Loventhal Silver and Goodman involved in showing, renting, or managing any dwelling unit at the Independence Avenue Building, 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 Owner. 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, agents and employees of defendants Loventhal Silver and Goodman who receive the fair housing training, described in Paragraphs 9 and 10, must receive the training within 90 days of entry of this Consent Decree or within 30 days of beginning their work as a manager, agent or employee of defendants Loventhal Silver and Goodman, 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, defendants Loventhal Silver and Goodman shall develop and submit to the United States, with respect to the Independence Avenue Building, 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, defendants Loventhal Silver and Goodman shall implement and prominently display them in any office where there is rental activity and/or personal contact with applicants. Defendants Loventhal Silver and Goodman 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 defendants Loventhal Silver and Goodman shall update as new information becomes available, and retain for the duration of the Consent Decree:

- a. Guest Cards: The Defendants shall use their best efforts to 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 Defendants, 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 Defendants 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: Defendants shall ensure that they maintain and timely update an Availability List that includes the addresses and unit numbers of all dwelling units at the Independence Avenue Building known to be available or reasonably expected to be available for rental within thirty (30) days, including the date either Defendants or their agents were first informed each would be available for rental and the first date it would be available for rental or occupancy by a new tenant. Defendants, their 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: Defendants, their managers, 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: Defendants, their managers, agents and employees shall maintain for the Independence Avenue Building waiting lists in a non-discriminatory manner and develop uniform standards for selecting individuals from the list.

VII. COMPLIANCE TESTING

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

VIII. REPORTING AND DOCUMENT RETENTION REQUIREMENTS

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

- 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 Defendants or any of their agents or employees, regarding discrimination in housing. If the complaint is written, Defendants 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. Defendants shall also promptly provide the United States all information it may request concerning any such complaint and shall 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.

¹ 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.

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, Defendants shall deliver to counsel for the United States a report containing information about their 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 Defendants 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 by defendants Loventhal Silver or Goodman of an ownership 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 ownership 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, Defendants shall preserve all records that are the source of, contain, or relate to any of the information pertinent to their 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 Defendants, 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, Defendants 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, Defendants shall deposit in an interest-bearing escrow account the total sum of \$35,000 for the purpose of compensating any persons whom the Court determines may have been harmed by Defendants' 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, Defendants 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, Defendants 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 two (2) occasions in the 'A' Section (or News Section) of the The Riverdale Press, in a space measuring at least one-quarter (1/4) of a page;
- b. On at least three (3) occasions in the 'A' Section (or News Section) of The Daily News, City North editions, including at least one (1) occasion on a Sunday, in a space measuring at least one-quarter (1/8) of a page; and
- c. On at least one (1) occasion in the 'A' Section (or News Section) of The New York Post, on a Sunday, in a space measuring at least one-quarter (1/4) of a page.

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

22. Defendants shall produce any rental/tenancy records, or any other records in the possession, custody, or control of Defendants or their agents or employees, upon notice to counsel for Defendants, that the United States believes to be useful in identifying persons who may be entitled to relief under this Consent Decree. Upon reasonable notice, Defendants 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 Defendants.

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 one hundred eighty (180) days 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. Defendants 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 Defendants 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. Defendants shall have fourteen (14) 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 Defendants' 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 Defendants. Within fifteen (15) days of a Court order providing for the distribution of funds to aggrieved persons, Defendants shall deliver to the United States checks payable to the aggrieved persons in the amount(s) 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 Defendants 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 Defendants. 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. In the event that, after the satisfaction of Paragraphs 18-28, above, and the expiration of the corresponding time periods, less than the total amount in the Settlement Fund, including accrued interest, is distributed to aggrieved persons, the remainder shall be distributed to a qualified organization(s) in Bronx County, New York, for the purpose of conducting fair housing enforcement or educational activities related to the purposes of this consent decree. Defendants will consult with and obtain the non-objection of the United States in selecting the recipient(s) of these remaining funds. The parties shall obtain the Court's approval prior to distributing any of the Settlement Fund's remaining assets. Defendants shall require each recipient to submit to Defendants 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, defendants Loventhal Silver and Velasco shall pay a total of \$40,000 to the United States as a civil penalty, pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the United States Department of Justice account in accordance with current EFT procedures. Payment shall be made in accordance with instructions provided to the defendants Loventhal Silver and Velasco by the United States Attorney's Office for the Southern District of New York. Defendants Loventhal Silver and Velasco shall provide written confirmation of such payments to counsel for the United States.

XI. ACQUISITION OR TRANSFER OF INTEREST IN RENTAL PROPERTIES

31. If at any time while this Decree remains in effect, defendant Loventhal Silver decides to sell or otherwise transfer the entirety of its interest in the Independence Avenue Building to an unrelated party in an arms-length transaction,² defendant Loventhal Silver 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 Independence Avenue Building 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 Loventhal Silver's intent to sell or otherwise transfer its 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;
- c. Within thirty (30) days following completion of the sale or other transfer, defendant Loventhal Silver shall provide the United States a copy of the documents memorializing the transfer in interest of the property; and
- d. Defendant Loventhal Silver 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

² 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.

compliance with Sections II-VIII and XI-XV of this Consent Decree for the duration of the Decree, with respect to the property.

32. If defendant Loventhal Silver complies with Paragraph 32a-d, and transfers all of its ownership, management, or other financial interest in the Independence Avenue Building to an arms-length purchaser or other transferee, then defendant Loventhal Silver shall thereafter be relieved of further obligations under this Consent Decree with regard to the Independence Avenue Building, with the exception of Sections II, IX and X.

33. If the proposed transfer of interest is not an arms-length transaction, defendant Loventhal Silver must comply with the requirements of Paragraph 32a-d. In addition, defendant Loventhal Silver 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

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

35. This Consent Decree shall remain in effect for three (3) years after the date of its entry. By consenting to entry of this Consent Decree, the United States and Defendants further agree that in the event Defendants engage in any future violation(s) of the Fair Housing Act, such violation(s) shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

36. 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

37. 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 Defendants, 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

38. 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

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

Dated: New York, New York

Oct. 10, 2012

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

By:



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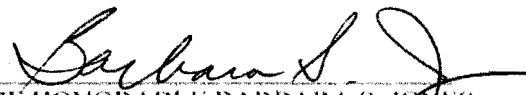
Oct. 10, 2012

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SO ORDERED this 15th day of Oct., 2012.


THE HONORABLE BARBARA S. JONES
UNITED STATES DISTRICT JUDGE

Appendix A-1

NONDISCRIMINATION POLICY

It is the policy of Loventhal Silver Riverdale LLC 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, Loventhal Silver Riverdale LLC, 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 _____. 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 A-2

NONDISCRIMINATION POLICY

It is the policy of Goodman Management Company 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, Goodman Management Company, 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 _____. 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-1

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____, 201_, I was provided copies of the Consent Order entered by the Court in United States v. Loventhal Silver Riverdale, LLC, et al., Civil Action No. 11-cv-6713 (S.D.N.Y.), and the Nondiscrimination Policy of Loventhal Silver Riverdale LLC. 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 B-2

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____, 201_, I was provided copies of the Consent Order entered by the Court in United States v. Loventhal Silver Riverdale, LLC, et al., Civil Action No. 11-cv-6713 (S.D.N.Y.), and the Nondiscrimination Policy of Goodman Management Company. 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 _____, 201_, I received training with respect to my responsibilities under the Consent Order entered by the Court in United States v. Loventhal Silver Riverdale LLC, Civil Action No. 11-cv-6713 (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 SETTLEMENT AND CONSENT DECREE REGARDING
HOUSING DISCRIMINATION LAWSUIT**

On [date], 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 against the owner, management company, and superintendent of the rental apartment building at 3800 Independence Avenue in Riverdale, Bronx, New York. The lawsuit alleged that African Americans who were seeking rental housing at 3800 Independence Avenue were discriminated against.

Without admitting liability, 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 at rental location 3800 Independence Avenue in Riverdale, Bronx, New York.

Persons who believe that they may have a valid claim of racial discrimination at this location are invited to **contact the United States Attorney's Office, Southern District of New York, before [date]** (five months from the date of the Decree) at **212-637-2697**.

You may also write to:

United States Attorney's Office, S.D.N.Y.
Civil Rights Division
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. Loventhal Silver Riverdale LLC, et al., Civil Action No. 11-cv-6713 (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 Loventhal Silver Riverdale LLC, Goodman Management Company and/or Jesus Velasco (collectively, the "Defendants"), I, _____, do hereby fully release and forever discharge Defendants, along with their 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 Defendants' actions or statements related to those claims through the date I sign this release.

Executed this _____ day of _____, 201__.

[Signature]

[Print Name]