

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Plaintiff,

v.

GLENWOOD MANAGEMENT and RON  
SUSSER,

Defendants.

**STIPULATION OF  
SETTLEMENT**

19 Civ. 1596

**INTRODUCTION**

**A. Background**

This Stipulation of Settlement (the “Agreement”) is entered into between the United States of America (the “United States”), Tatiana Iattcheni and Eduard Gitlin (“Complainants”), and Defendants Glenwood Management and Ron Susser (“Defendants”) (collectively, “the Parties”).

WHEREAS, the United States brought this action (the “Action”) to enforce provisions of the Fair Housing Act (“FHA”), codified at 42 U.S.C. §§ 3601–3619. Specifically, the United States’ complaint in this Action, filed on February 20, 2019, alleges that Defendants engaged in discriminatory conduct in violation of the FHA when they denied Complainants’ request for a reasonable accommodation of rental policy to allow Complainants to live with an assistance animal and refused to rent an apartment to Complainants;

WHEREAS, Complainants are filing an unopposed motion to intervene in this Action;

WHEREAS, Defendants wish to resolve this matter without further litigation;

WHEREAS, Glenwood Management (“Glenwood”) owns and manages various apartment buildings in and around Manhattan, New York, including the Grand Tier, an apartment building located at 1930 Broadway, New York, New York;

WHEREAS, some of the buildings owned and managed by Glenwood have a “no dog” policy, while others permit dogs that weigh a maximum of fifteen pounds;

WHEREAS, larger dogs are not permitted in any Glenwood buildings unless a tenant, apartment applicant or other qualified individual requests and is provided a reasonable accommodation under the relevant provisions of law, and none of the buildings managed by Glenwood permit dogs without restriction;

WHEREAS, Ron Susser is a vice president of Glenwood Management;

WHEREAS, in August 2016, Complainants emailed Mr. Susser to express interest in renting an apartment at the Grand Tier, and notified Mr. Susser that a “service animal” would reside in the rental unit that was “probably over the permitted weight limit” for the building;

WHEREAS, Mr. Susser, in response, asked Complainants to complete application forms requesting a reasonable accommodation, including an authorization form that would permit Glenwood Management Corp. to select a physician or psychologist to conduct an examination with respect to Complainants’ request for a disability-related reasonable accommodation;

WHEREAS, Complainants declined to complete the physician authorization form but submitted the other application forms requesting a reasonable accommodation;

WHEREAS, by letter dated August 16, 2016, Mr. Susser notified Complainants that Glenwood would permit Complainants to have a dog up to 50 pounds as a reasonable accommodation but that Complainant’s current dog was too large, and stated that “[a]s such, we believe that it would be best if you not pursue your application for an apartment in this building”;

WHEREAS, on or about October 31, 2016, Complainants filed a verified complaint with the U.S. Department of Housing and Urban Development (“HUD”) alleging discrimination on the basis of disability;

WHEREAS, on March 15, 2018, the Secretary of HUD issued a Charge of Discrimination pursuant to 42 U.S.C. § 3610(g)(2); and

WHEREAS, on March 27, 2018, Defendants timely elected to have the charge decided in a federal civil action, pursuant to 42 U.S.C. § 3612(a);

**B. Consent of the Parties to this Agreement**

WHEREAS, the Parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o);

WHEREAS, the Parties further agree that this controversy should be resolved without further proceedings and without an evidentiary hearing or a trial; and

WHEREAS, the Parties agree to the entry of this Agreement;

**It is hereby STIPULATED and AGREED:**

**I. GENERAL TERMS**

1. Defendants and each of their officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, will not discriminate on the basis of disability as prohibited by the FHA. Specifically, Defendants and each of their officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, agree not to:

- a. discriminate in the sale or rental of, or otherwise make unavailable or deny, a dwelling to any buyer or renter because of disability, in violation of 42 U.S.C. § 3604(f)(1);
- b. discriminate in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such a dwelling, because of disability, in violation of 42 U.S.C. § 3604(f)(2); and/or

- c. fail or refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling, as required by 42 U.S.C. § 3604(f)(3)(B).

## II. REASONABLE ACCOMMODATION POLICY

2. As soon as reasonably possible, but no later than thirty (30) days after the date this Agreement is executed by the Parties (the "Execution Date"), Glenwood shall adopt and implement the reasonable accommodation policy for receiving and handling requests for reasonable accommodations made by individuals with disabilities at buildings owned or managed by Glenwood, entitled "Glenwood Reasonable Accommodation Policy," as attached hereto in Appendix A.

3. Glenwood shall provide notice and documentation to the United States within thirty (30) days of adoption and implementation of the Glenwood Reasonable Accommodation Policy.

4. After adopting the Glenwood Reasonable Accommodation Policy, Glenwood shall not make any substantive revisions to the policy without prior approval from the United States for the duration of this Agreement. The United States' approval of proposed substantive revisions will not be unreasonably withheld.

5. No later than thirty (30) days after the Execution Date, Glenwood shall provide a copy of the Glenwood Reasonable Accommodation Policy to all management employees, all department heads, and all of Glenwood's agents and employees who are involved in managing, selling, or leasing apartments; who receive, process, review, or make determinations with regard to any reasonable accommodation request; or who are involved in or responsible for enforcing any of Glenwood's rules or regulations ("Glenwood Employees or Agents"). Glenwood shall secure



a signed statement from each such Glenwood Employee or Agent acknowledging that he or she has received the Glenwood Reasonable Accommodation Policy, and has had an opportunity to read it and to have questions about it answered. This statement shall be substantially similar to the form of Appendix B.

6. During the term of this Agreement, Glenwood shall give each new Glenwood Employee or Agent a copy of the Glenwood Reasonable Accommodation Policy, no later than thirty (30) days after the date he or she commences such agency or employment relationship with Glenwood. Glenwood shall require each such new Glenwood Employee or Agent to sign a statement acknowledging that he or she has received the Glenwood Reasonable Accommodation Policy, and has had an opportunity to read it and to have questions about it answered. This statement shall be substantially similar to the form of Appendix B.

7. Glenwood shall establish, to the extent not already established, annual training on the requirements of the FHA for new employees or agents who receive, process, review or make determinations with regard to any reasonable accommodation request or who are involved in or responsible for enforcing any of Glenwood's rules or regulations, including Glenwood's General Counsel. Such trainings shall be conducted for the duration of this Agreement. For the first such training held pursuant to this Agreement, attendance will be required by all current employees or agents who receive, process, review or make determinations with regard to any reasonable accommodation request or who are involved in or responsible for enforcing any of Glenwood's rules or regulations, including Glenwood's General Counsel.

### **III. NOTICE OF THE REASONABLE ACCOMMODATION POLICY**

8. No later than twenty (20) days after the Execution Date, Glenwood shall post and prominently display in a prominent location where likely to be seen by Glenwood residents a sign

no smaller than ten (10) inches by fourteen (14) inches indicating that reasonable accommodations are available to persons with disabilities. Such signage must be posted in each Glenwood building and shall also be posted in any management office and any renting office. Within ten (10) days of taking these steps, Glenwood shall provide written confirmation to the United States of its compliance with this provision, which notice shall include information on where the signage was posted in each Glenwood building.

9. Glenwood shall also post a link to the Glenwood Reasonable Accommodation Policy on its website(s) in a conspicuous location and accessible format.

10. Glenwood shall, no later than thirty (30) days after the adoption of the Glenwood Reasonable Accommodation Policy, notify tenants of the Glenwood Reasonable Accommodation Policy by BuildingLink or by hand and make copies of the complete Glenwood Reasonable Accommodation Policy available in the management offices and in the renting offices. Within ten (10) days of taking these steps, Glenwood shall provide written confirmation to the United States of its compliance with this provision.

11. For the duration of this Agreement, in all future advertising in newspapers and electronic media, in the application materials for prospective tenants of Glenwood buildings, and on pamphlets, brochures and other promotional literature regarding Glenwood buildings, Glenwood shall place, in a conspicuous location, a statement that Glenwood provides reasonable accommodations to persons with disabilities, as required by the FHA.

12. No later than sixty (60) days after the Execution Date, Defendants shall submit to the United States an initial report regarding the signed statements of Glenwood Employees and Agents as specified in Paragraphs 5 and 6 of this Agreement. Thereafter, during the term of this Agreement, Defendants shall, on or prior to the anniversary of the Execution Date, submit to the

United States a report regarding their compliance with Paragraphs 5 and 6 of this Agreement, except that the last report shall be due on or before sixty (60) days prior to the anniversary.

13. For the duration of this Agreement, Glenwood shall provide the United States, within ten (10) days after receipt, information about any fair housing complaint against Defendants or any of Glenwood's officers, employees, agents, successors, or assigns that is communicated or submitted to any of the Defendants ("FHA Complaint"). Upon reasonable notice, Glenwood shall also provide the United States all non-confidential information that the United States may request concerning any FHA Complaint. Within ten (10) days after the resolution of any FHA Complaint, Glenwood shall provide counsel for the United States with a copy of any document reflecting such resolution.

14. For the term of this Agreement, Defendants are required to preserve all records related to this Agreement, including but not limited to all records relating to: (1) complaints against Defendants or Defendants' agents or employees alleging discrimination in housing on the basis of disability; and (2) Defendants' receipt and processing of requests for reasonable accommodations. Upon reasonable notice to Defendants, representatives of the United States shall be permitted to inspect and copy any such records of the Defendants (with redactions to the extent required by law) or investigate any complaints bearing on compliance with this Agreement at any and all reasonable times, provided, however, that the United States shall endeavor to minimize any inconvenience to Defendants and to tenants from such investigations.

15. For the term of this Agreement, Glenwood must submit semi-annual reports to the United States, the first report being due six months after the Execution Date, providing the following information:

- a. A list of all persons, including contact information, who inquired about or

applied for a reasonable accommodation, whether or not the request was an initial request or a request for a renewal of an accommodation;

b. the type of reasonable accommodation about which the person inquired or for which the person applied;

c. whether or not, in each instance, the accommodation was sought and/or granted;

d. the date of the request and the reviewer or reviewers of, or the decision maker upon, the request;

e. if the request was denied, the reason for the denial;

f. whether a denied request was appealed and the outcome of the appeal, including the rationale for any denial on appeal; and

g. if the person was not a Glenwood resident at the time the reasonable accommodation inquiry or request was made, whether the person ultimately obtained housing with Glenwood.

#### **IV. TERMS WITH RESPECT TO COMPLAINANTS**

16. In furtherance of this Agreement, within 30 days after the execution of this Agreement, Glenwood shall deliver to the United States, via mail to the United States Attorney's Office for the Southern District of New York, Attn: AUSA Talia Kraemer, 86 Chambers Street, Third Floor, New York, New York 10007, a check payable to John T. Maher as attorney for Tatiana Iattcheni and Eduard Gitlin in the following amount: \$100,000.

17. The United States shall forward said check to the Complainants after Complainants have: a) delivered to the United States executed copies of the release in the form annexed hereto as Appendix C, and b) obtained dismissal with prejudice of the complaint captioned *Tatiana*

*Iattcheni and Eduard Gitlin v. West 64th Street LLC, Glenwood Management Corp., and Ron Susser*, No. 18-cv-7249 (S.D.N.Y.), filed Aug. 10, 2018.

**V. RESOLUTION, DURATION OF STIPULATION AND  
TERMINATION OF LEGAL ACTION**

18. In furtherance of this Agreement, the parties shall execute a Stipulation and Order of Settlement and Dismissal (the “Settlement Order”) for entry by the Court. Pursuant to the Settlement Order, upon completion of the obligations set forth in paragraphs 16 and 17 of this Agreement, all of Complainants’ claims against Defendants in this Action shall be dismissed with prejudice. In addition, upon completion of the obligations set forth in paragraphs 16 and 17 of this Agreement, Complainants shall file a voluntary dismissal with prejudice to dismiss with prejudice the action captioned, *Tatiana Iattcheni and Eduard Gitlin v. West 64th Street LLC, Glenwood Management Corp., and Ron Susser*, No. 18-cv-7249 (S.D.N.Y.), filed Aug. 10, 2018.

19. This Agreement shall remain in effect for two (2) years following entry of the Settlement Order, during which time the United States, only, may make an application for reinstatement of this Action.

20. By executing this Agreement, the United States and Defendants agree that in the event either Defendant engages in any conduct occurring after the Execution Date that leads to a determination by the United States of a violation of the FHA, such conduct may constitute a “subsequent violation” by that Defendant pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

21. In the event the United States reinstates this Action, as contemplated by the Settlement Order, Defendants agree pursuant to Federal Rule of Civil Procedure 15(a)(2) that the United States may amend the Complaint to assert any claims that have not been released under this Agreement.

22. The Parties agree that the only appropriate remedy for any party's failure to perform any non-monetary obligation contained in this Agreement is specific performance.

23. The United States and Defendants shall endeavor, in good faith, to resolve any differences regarding interpretation of and compliance with this Agreement prior to bringing such matters to the Court for resolution.

24. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The Parties agree that they will not, individually or in combination with another party or a third party, seek to have any Court declare or determine that any provision of this Agreement is illegal or invalid.

25. The Parties agree that Complainants shall have no standing nor any rights with respect to the enforcement of any provision of this Agreement, except for those provisions contained in Part IV of this Agreement ("Terms with Respect to Complainants"), and that the United States, only, shall have standing and the right to seek to enforce any other provision of this Agreement against Defendants.

#### **VI. TIME FOR PERFORMANCE**

26. Any time limits for performance imposed by this Agreement may be extended by the mutual written agreement of the United States and Defendants.

#### **VII. COSTS OF LITIGATION**

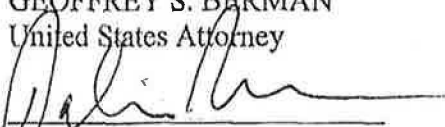
27. Each party to this litigation will bear its own costs and attorney's fees associated with this litigation.

The undersigned consent to this Agreement on behalf of the Parties:

*For the United States:*

GEOFFREY S. BERMAN  
United States Attorney


By:

  
TALIA KRAEMER  
Assistant United States Attorney  
86 Chambers Street, 3rd Floor  
New York, New York 10007  
Tel. No. (212) 637-2822  
taliam.kraemer@usdoj.gov

*For Glenwood Management:*

SPEARS & IMES LLP


By:

  
JOANNA C. HENDON  
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New York, NY 10010  
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*For Ron Susser:*

SPEARS & IMES LLP

By:

  
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New York, NY 10010  
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*For Tatiana Iattcheni:*

LAW OFFICE OF JOHN T. MAHER

By:

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*Tatiana Iattcheni*

TATIANA IATTCHENI

*For Eduard Gitlin:*

LAW OFFICE OF JOHN T. MAHER

By:

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*Ed Gitlin*

EDUARD GITLIN



## APPENDIX A

### GLENWOOD REASONABLE ACCOMMODATION POLICY

Glenwood Management ("Glenwood") is committed to granting reasonable accommodations to its rules, policies, practices, or services when such accommodations may be necessary to afford people with disabilities the equal opportunity to use and enjoy their dwellings, as required by federal, state and local law. A reasonable accommodation may include a change or exception to a rule or policy that is needed because of a person's disability, or it may be a physical change to a unit or common area. It is Glenwood's general policy to provide reasonable accommodations to individuals with disabilities whenever an individual has a disability and there is a disability-related need for the requested accommodation. A disability-related need for a requested accommodation exists when there is an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

Glenwood accepts reasonable accommodation requests from persons with disabilities and those acting on their behalf. Reasonable Accommodation Request forms are available in the management offices and in the renting offices, and may be returned to those locations when complete. They will then be forwarded to Polina Iline, Assistant Vice President – Leasing. If you require assistance in completing the form, or wish to make the request orally, please contact Ms. Iline at (718) 343-6400. Glenwood will keep a record of all requests.

We will make a decision on your request within 10 days following the receipt of all required documentation. If the request is of a time-sensitive nature, please let us know and we will make best efforts to expedite the decision-making process. In the event we need additional information to make a determination, we will promptly advise you of the information needed. It is Glenwood's policy to seek only the information needed to determine if a reasonable accommodation should be granted under federal, state or local law. We will not ask about the nature or extent of your disabilities. If we grant the request, you will receive a letter so indicating.

If we deny the request, we will provide you with a letter stating all of the reasons for our denial. If an individual with a disability believes that the request has been denied unlawfully or a response has been unreasonably delayed, then he or she may file a complaint by writing or calling any of the following:

U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity 26 Federal Plaza, Room 3532 New York, NY 10278-0068 1-800-496-4294 <a href="http://hud.gov/complaints">http://hud.gov/complaints</a>	New York State Division of Human Rights One Fordham Plaza, 4th Floor Bronx, NY 10458 Tel No. (718) 741-8400 TDD: 1-718-741-8300 <a href="http://www.dhr.state.ny.us/">http://www.dhr.state.ny.us/</a>	New York City Commission on Human Rights 100 Gold Street, Suite 4600 New York, NY 10038 (718) 722-3131 <a href="http://www.nyc.gov/cchr">http://www.nyc.gov/cchr</a>
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## ASSISTANCE ANIMALS

One type of reasonable accommodation is allowing a person with a disability to keep an assistance animal. An assistance animal is any animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Glenwood is committed to ensuring that individuals with disabilities may keep such animals to the extent required by federal, state and local law.

An animal that is trained to do work or perform tasks for an individual with a disability is known as a service animal. If a person's disability is obvious, or otherwise known to Glenwood, and if the need for the requested animal is obvious or otherwise known, such as a dog that guides an individual with a visual impairment, Glenwood will not inquire about the individual's disability or the animal's training. Otherwise, Glenwood may require that the resident provide:

- i. A statement from a health professional<sup>1</sup> indicating that the person has a disability, and/or
- ii. Information that the animal has been individually trained to do work or perform tasks that would ameliorate one or more symptoms or effects of the disability, or information that the animal, despite lack of individual training, is able to do work or perform tasks that would ameliorate one or more symptoms or effects of the disability.

In the case of a resident who requests a reasonable accommodation for an assistance animal that provides emotional support or other assistance that ameliorates one or more symptoms or effects of the resident's disability, Glenwood may require a statement from a health or social service professional indicating:

- i. That the applicant has a disability, and
- ii. That the animal would provide emotional support or other assistance that would ameliorate one or more of the identified symptoms or effects of the disability.

If an assistance animal both provides emotional support or other assistance that ameliorates one or more effects of a disability and does work or performs tasks for the benefit of a person with a disability, Glenwood may require compliance with either of the two preceding paragraphs, but not both.

Glenwood may deny a request or require the removal of a particular assistance or service animal from the premises if the animal poses a direct threat (i.e., a significant risk of substantial harm) to the health or safety of other individuals that cannot be eliminated or reduced to an acceptable level by another reasonable accommodation, considering the health and safety of the other individual(s) and the need for an accommodation, or if the animal would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. Glenwood will base such determinations upon consideration of the behavior of the particular animal at issue, and not on speculation or fear about the types of harm or damage an animal may cause.

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<sup>1</sup> "Health professional" means a person who provides medical care, therapy or counseling to persons with disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.

FORM A: APPLICATION FOR REASONABLE ACCOMMODATION  
(OTHER THAN FOR AN ASSISTANCE ANIMAL)

To request permission to have an assistance animal as a reasonable accommodation;  
use Form B: Application for Reasonable Accommodation – Assistance Animal

PLEASE COMPLETE THIS FORM IF YOU HAVE A DISABILITY AND WOULD LIKE TO REQUEST AN ACCOMMODATION. IF YOU REQUIRE ASSISTANCE COMPLETING THIS FORM, OR WISH TO MAKE THE REQUEST ORALLY, PLEASE CONTACT POLINA ILINE AT (718) 343-6400.

TENANT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE#: \_\_\_\_\_

PERSON REQUESTING ACCOMMODATION: \_\_\_\_\_

(IF DIFFERENT FROM TENANT)

RELATIONSHIP TO TENANT: \_\_\_\_\_

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1. Please describe the reasonable accommodation you are requesting:

2. Please explain why this reasonable accommodation is needed. You need not provide detailed information about the nature or severity of the disability.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM B: APPLICATION FOR REASONABLE ACCOMMODATION – ASSISTANCE ANIMAL**

PLEASE COMPLETE THIS FORM IF YOU HAVE A DISABILITY-RELATED NEED FOR AN ASSISTANCE ANIMAL AND WOULD LIKE TO REQUEST AN ACCOMMODATION. IF YOU REQUIRE ASSISTANCE COMPLETING THIS FORM, OR WISH TO MAKE THE REQUEST ORALLY, PLEASE CONTACT POLINA ILINE AT (718) 343-6400.

TENANT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE#: \_\_\_\_\_

PERSON REQUESTING ACCOMMODATION: \_\_\_\_\_

(IF DIFFERENT FROM TENANT)

RELATIONSHIP TO TENANT: \_\_\_\_\_

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1. Please explain why you are requesting permission to have an assistance animal. You need not provide detailed information about the nature or severity of the disability.

2. Please complete the following:

- a. Does the animal for which you are making a reasonable accommodation request perform work or do tasks for you because of your disability?

☐ Yes ☐ No (If "No," continue to item b)

If the answer is yes:

- i. If your disability is obvious and the work or task the animal does is obvious, such as a dog guiding an individual who is blind or has low vision, or a dog pulling a wheelchair of an individual with a mobility impairment, then no further inquiry will be made.
- ii. If your disability is not obvious, provide a statement from a health or social service professional indicating that you have a disability (i.e. you have a physical or mental impairment that substantially limits one or more major life activities); and
- iii. If the work or task the animal performs is not obvious, explain below how the animal has been trained to do work or perform tasks that alleviate one or more symptoms or effects of your disability or, if the animal lacks individual training, how the animal is able to do work or perform tasks that would alleviate one or more symptoms or effects of your disability:

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You may provide any additional information or documentation of the training or work you describe above and attach it to this application.

- b. If the animal for which you are making a reasonable accommodation request does not perform work or do tasks for you because of your disability, but provides emotional support or alleviates one or more symptoms or effects of your disability, please submit a statement from a health or social service professional stating that (a) you have a disability (i.e. you have a physical or mental impairment that substantially limits one or more major life activities); and (b) the animal would provide emotional support or other assistance that would alleviate one or more identified symptoms or effects of your disability and how the animal alleviates the symptoms or effects. Please attach such a statement to this application,
- c. If the assistance animal is a dog or a cat, please provide copies of the rabies tag or certificate that is required by New York law. If you have not selected an animal at the time you complete this application, Glenwood may approve the application with the condition that, if you select a dog or a cat, you must submit copies of the rabies tag or certificate that is required by New York law, before the selected animal moves in.

3. If you are requesting a different modification or accommodation, please describe it here:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## GLENWOOD GUIDELINES REGARDING ASSISTANCE ANIMALS

- A. Glenwood Management ("Glenwood") will consider reasonable accommodation requests consistent with the enclosed policy regarding disabilities that meet the definition set forth in any one of the following relevant statutes:
- a. Federal: The Fair Housing Act defines a person with a "handicap" as one who: (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities; or (b) has a record of having such an impairment; or (c) is regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. § 802)).
  - b. State: The New York State Executive Law defines a disability as: (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques or (b) a record of such an impairment or (c) a condition regarded by others as such an impairment.
  - c. NYC: The New York City Administrative Code defines a disability as: (a) any physical, medical, mental or psychological impairment, or a history or record of such impairment. (b) The term "physical, medical, mental, or psychological impairment" means: (1) an impairment of any system of the body; including, but not limited to; the neurological system; the musculoskeletal system; the special sense organs and respiratory organs, including, but not limited to, speech organs; the cardiovascular system; the reproductive system; the digestive and genitourinary systems; the hemic and lymphatic systems; the immunological systems; the skin; and the endocrine system; or (2) a mental or psychological impairment.
- B. Glenwood will review and respond within 10 days of receipt of all required documentation to all reasonable accommodation requests.
- C. All information received by Glenwood regarding an individual's disability, including physical, mental, psychological, and/or psychiatric conditions, shall be kept confidential unless the individual authorizes the release of the information or Glenwood is required to produce the information in response to a Court order, on notice to the affected individual(s).
- D. If the resident has a disability and a disability-related need for a reasonable accommodation under federal, state or local law, Glenwood will grant such accommodation, including a request to keep a service or assistance animal, as required by law and the Glenwood Reasonable Accommodation Policy. Glenwood will not retaliate against any person because that individual has requested or received a reasonable accommodation. Glenwood will not discourage any individual from making a reasonable accommodation request, including a request to keep a service or assistance animal. While some Glenwood buildings have a no-pets policy, and other Glenwood buildings allow a dog as a pet if the dog is below a specified weight limit, service and assistance animals are not pets. However, a

resident must request an exception to Glenwood's policy in order to keep an assistance animal.

- E. Glenwood may deny a request or require the removal of a particular assistance or service animal from the premises if the animal poses a direct threat (i.e., a significant risk of substantial harm) to the health or safety of other individuals that cannot be eliminated or reduced to an acceptable level by another reasonable accommodation, considering the health and safety of the other individual(s) and the need for an accommodation, or if the animal would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. Glenwood will base such determinations upon consideration of the behavior of the particular animal at issue, and not on speculation or fear about the types of harm or damage an animal may cause.
- F. Like any other tenant, owners of service or assistance animals remain subject to the provisions of their leases, with the exception that they are allowed to occupy the premises with their service or assistance animals. Similarly, owners of service or assistance animals shall comply with all state and local animal laws, except when such laws are preempted by the Fair Housing Act, Section 504 of the Rehabilitation Act, or the Americans with Disabilities Act or the owner is entitled to a reasonable accommodation.

**FORM C - Assistance Animal Requests: Health Professional Form**

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TENANT

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

I, \_\_\_\_\_ (applicant name) intend to request that Glenwood permit me to keep an assistance animal as a reasonable accommodation for my disability. In connection with that application, I am requesting that you complete this form regarding my disability.

\_\_\_\_\_  
Applicant Signature

Date: \_\_\_\_\_

NAME OF APPLICANT: \_\_\_\_\_

RELATIONSHIP TO TENANT: \_\_\_\_\_

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**TO BE COMPLETED BY HEALTH PROFESSIONAL<sup>2</sup>**

NAME:

ADDRESS:

TELEPHONE NUMBER:

1. Does the individual identified above have a disability?
  
2. Does or would an assistance animal provide disability-related assistance to the individual? One example of assistance is alleviating one or more of the symptoms or effects of the disability.
  
3. For animals that do not perform work or do tasks for the individual, how would the animal ameliorate one or more of the symptoms or effects of the disability?

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<sup>2</sup> "Health professional" means a person who provides medical care, therapy or counseling to persons with disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.



4. If you would like to submit additional supporting materials, please provide them with this form.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX B

### ACKNOWLEDGMENT OF RECEIPT OF GLENWOOD REASONABLE ACCOMMODATION POLICY

I \_\_\_\_\_, am an employee of \_\_\_\_\_ and my duties include \_\_\_\_\_. I have received and read a copy of the Glenwood Reasonable Accommodation Policy and have been given instruction on (1) the terms of the Glenwood Reasonable Accommodation Policy, (2) the requirements of the Fair Housing Act, particularly related to the Act's reasonable accommodation requirements, and (3) my responsibilities and obligations under the Glenwood Reasonable Accommodation Policy and the Fair Housing Act. I have had all of my questions concerning the Glenwood Reasonable Accommodation Policy answered to my satisfaction.

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Employee Signature

## APPENDIX C

### RELEASE FORM

In consideration of the payment of the sum of \$100,000, pursuant to the Settlement Agreement entered in *United States of America v. Glenwood Management Corporation and Ron Susser* (the "Settlement Agreement"), I hereby release Glenwood Management Corporation and Ron Susser, together with their agents, servants, board members, and employees (collectively, "Defendants"), from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in *United States of America v. Glenwood Management Corporation and Ron Susser*, including, without limitation, any claims, legal or equitable, arising out of Defendants' performance of their obligations under the Settlement Agreement.

I fully acknowledge and agree that this release shall be binding on my heirs, representatives, executors, successors, administrators, and assigns.

I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_