

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

Plaintiff,

v.

Index No. 5:16-cv-01098-BKS-ATB

HILLSIDE PARK REAL ESTATE, LLC and  
STEPHANIE CASTALDO-GORGONI,

**CONSENT DECREE**

Defendants.  
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### **I. INTRODUCTION**

1. The United States filed this action on September 8, 2016, to enforce the provisions of Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 to 3631.

2. The United States alleges that Defendants Hillside Park Real Estate, LLC (“Hillside Park”) and Stephanie Castaldo-Gorgoni (“Ms. Castaldo-Gorgoni”) (collectively, “Defendants”), denied complainant Monica Binder (“Ms. Binder”) the reasonable accommodation of an emotional support animal and discriminated against Ms. Binder in violation of the Fair Housing Act at a Hillside Park property, 2 Simmons Drive, Oswego, New York 13126 (“the subject property”). The United States further alleges that, as a result of these actions, Ms. Binder, an aggrieved person, was denied the use and enjoyment of the subject property by the Defendants.

3. The Defendants deny the allegations of the United States and assert that they did not violate the Fair Housing Act or any other law. Nothing in this Decree shall be construed as an admission of liability. The parties agree that, to avoid costly and protracted litigation, the claims against Defendants should be resolved without further proceedings or a trial.

**II. INJUNCTION**

4. Defendants, their agents, employees, and all other persons in active concert or participation with them, are hereby enjoined from:
- a. Refusing to rent after the making of a bona fide offer, or refusing to negotiate for the rental of, or otherwise making unavailable or denying, a dwelling to any person because of disability in violation of 42 U.S.C. § 3604(f)(1)(A);
  - b. Discriminating against persons in the terms, conditions, or privileges of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability, in violation of 42 U.S.C. § 3604(f)(2)(A); and
  - c. Refusing to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B).

**III. POLICY CONCERNING REQUESTS FOR ASSISTANCE ANIMALS**

The following properties are currently owned or managed by Hillside Park or Ms. Castaldo-Gorgoni (collectively, “covered properties”), and are subject to all the terms of this Decree:

258 W. Utica Street, Oswego, New York 13126

1-3; 2-4 and 5-7 Mohawk Terrace, Oswego, New York 13126

45-47; 46-48; 49-51 and 50-52 Downey Drive, Oswego, New York 13126

2-4; 6-8; and 10-12 Simmons Avenue, Oswego, New York 13126

9 Sunrise Drive, Oswego, New York 13126

59 Third Avenue, Oswego, New York 13126

5. No later than twenty (20) days after the date of entry of this Consent Decree and continuing during the entire term of this Decree, Defendants shall adopt the reasonable accommodation policy (“the New Policy”) set forth in Attachment A for implementation at all covered properties and at all properties acquired or managed during the terms of this Decree.

6. Within thirty (30) days of the date of entry of this Consent Decree, Defendants shall provide a notice to each resident of the covered properties stating that Hillside is an equal opportunity housing provider and does not discriminate on the basis of race, color, religion, sex, disability, familial status, or national origin (“Equal Opportunity Notice”). The Equal Opportunity Notice shall be sent via first-class mail, postage prepaid, to each tenant and resident of the property. Defendants shall provide Counsel for the United States with an affidavit of service under penalty of perjury verifying that the Equal Opportunity Notice described in this paragraph has been served on each resident of the covered properties as required by this paragraph within thirty (30) days of their service. In addition, Defendants shall modify leases so that the New Policy set forth in Attachment A is incorporated into all newly-entered leases and lease renewals prospectively.

7. Within thirty (30) days of the entry of this Consent Decree, Defendants shall post and prominently display in each and every location where activity related to the management or rental of the covered properties occurs, a poster no smaller than 11 inches by 14 inches that indicates that all dwellings are available for rent on a nondiscriminatory basis. The poster shall comply with the requirements set out in 24 C.F.R. Part 110.

8. The New Policy, once adopted, shall supersede all existing policies, procedures, and resolutions concerning or affecting approval of reasonable accommodations at the covered properties, including but not limited to the granting of reasonable accommodations for support animals.

9. No later than fourteen (14) days after adoption of the New Policy, Defendants shall:

- a. apprise each of their employees, agents, and any other person(s) responsible for the rental of units at the covered properties of each persons' obligations under this Consent Decree, including but not limited to the New Policy, and under the Fair Housing Act, 42 U.S.C. §§ 3601-3631; and
- b. furnish each such employee, agent, or other person with a copy of this Consent Decree.

In addition, no later than fourteen (14) days after adoption of the New Policy each employee, agent or other person covered by this paragraph shall sign a statement in the form of Attachment B acknowledging that he or she has received, read and understands this Consent Decree, and declaring that he or she will perform his or her duties in accordance with this Consent Decree and the Fair Housing Act, 42 U.S.C. §§ 3601-3631.

10. During the term of this Consent Decree, Defendants shall:

- a. notify the United States of residential rental properties that Defendants acquire or begin to manage within ten (10) days of purchase or assumption of management duties;
- b. apprise new employees, or agents who have responsibility related to the management of or rental of dwellings at the covered properties ("employees"), of

the contents of this Consent Decree, including but not limited to the New Policy, and of their obligations under the Fair Housing Act, 42 U.S.C. §§ 3601-3631, when their term, employment, or agency commences; and

c. provide above-mentioned employees and agents with copies of this Consent Decree and the New Policy, and

d. obtain an executed statement in the form of Attachment B from such employees and agents no later than five (5) days following their first day of employment.

#### **IV. MANDATORY EDUCATION AND TRAINING**

11. Within sixty (60) days of the Entry of this Consent Decree, Defendants and their employees, agents, and members who have responsibility related to the management of or rental of units at the covered properties, shall attend, at the expense of Defendants, a training program regarding the Fair Housing Act, including its disability discrimination provisions. The training shall be conducted by a qualified third party who is:

- a. unconnected to Defendants, their employees, agents, or counsel; and
- b. approved by the United States in advance.

12. Defendants shall obtain from the trainer or training entity certificates of attendance signed by each individual who attended the training. The certificate shall include the name of the course, the date the course was taken, the subject matters covered in the course, and the length of the course and/or time within which the course was completed.

#### **V. NONDISCRIMINATION POLICIES**

13. Throughout the term of this Consent Decree, Defendants shall ensure that any new advertising for rental units in newspapers, in telephone directories, on radio, on television,

on the internet, or in other media, and any signs, pamphlets, brochures, or other promotional literature include a fair housing logo, the phrase “Equal Housing Opportunity Provider,” and/or the following sentences:

We are an Equal Opportunity Housing Provider.  
We do not discriminate on the basis of race, color,  
national origin, religion, sex, familial status or disability.

The words or logo should be prominently placed and easily legible.

## **VI. REPORTING AND RECORD-KEEPING**

14. During the term of the decree, Defendants shall notify and provide documentation to the United States of the following events within ten (10) days of their occurrence:

- a. The adoption of a new policy(ies) regarding requests for assistance animals, including the policies required by this Decree;
- b. The training attended pursuant to Paragraph 11, including the certification required in Paragraph 12;
- c. Any change to any Defendant’s rules or practices affecting the keeping of assistance animals at the property;
- d. Any denial by any Defendant of a request by a tenant or prospective tenant to keep an assistance animal, and the details of the request and the reason(s) for its denial;
- e. Any conditions proposed or imposed by any Defendant on a tenant or prospective tenant who keeps or requests to keep an assistance animal, including the details of the request and the reason(s) for any proposed conditions; and

f. Any written complaint alleging disability discrimination in housing received by any Defendant, including a copy of the written complaint itself redacted to remove confidential information. Defendants shall also promptly provide the United States with information concerning resolution of the Complaint.

15. 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, the Defendants shall deliver to counsel for the United States reports containing information regarding their compliance efforts during the preceding reporting period, including but not limited to:

- a. Executed copies of Attachment B, to the extent not previously provided;
- b. Updated lists of properties owned and/or managed by Defendants , to the extent not previously provided; and
- c. Notification and documentation of the adoption and implementation of the nondiscriminatory standards and procedures discussed herein;
- d. Photographs of each office in which rental activity is conducted, showing the fair housing signs and Nondiscrimination Standards and Procedures, that Defendants are required to post under the terms of this Consent Decree; and

e. Any published advertisements published pursuant to or according to the terms of this Decree.

16. All correspondence required to be sent to the United States under the provisions of this Consent Order shall be sent to the U.S. Department of Justice, care of the undersigned counsel for the United States, ATTN: DJ# 175-50-60, at the following addresses:

U.S. Mail: 950 Pennsylvania Avenue, N.W. - NWB  
Washington, D.C. 20530

Overnight

Or express delivery: 1800 G Street, N.W.  
Suite 7002  
Washington, D.C. 20006

Correspondence may also be sent via electronic mail to the U.S. Department of Justice, care of the undersigned counsel for the United States.

17. The final report to the United States shall be submitted no later than sixty (60) days before the expiration of this Decree.

18. During the term of this Decree, Defendants shall preserve all records relating to their obligations under this Consent Decree. Representatives of the United States shall be permitted, upon providing reasonable notice to Defendants, to inspect and copy at reasonable times any and all records related to Defendants' obligations under this Decree.

## **VII. RELIEF FOR AGGRIEVED PERSONS**

19. No later than fourteen (14) days after the date of entry of this Consent Decree, Defendants shall pay the sum of nine thousand dollars (\$9,000), which includes monetary

damages and any attorneys' fees, to Complainant Monica Binder by delivering to counsel for the United States one check payable to Monica Binder in the amount of nine thousand dollars (\$9,000).

20. As a prerequisite to receiving such payment, Monica Binder shall execute and deliver to counsel for the United States a release of all claims, legal or equitable, that she may have against Defendants relating to the claims asserted in this lawsuit. Such release shall take the form of Attachment C. Counsel for the United States shall deliver the original release form to counsel for Defendants.

**VIII. JURISDICTION, DURATION, MODIFICATION, AND REMEDIES**

21. The parties stipulate, and the Court finds, that this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o).

22. This Consent Decree is effective immediately upon its entry by the Court.

23. This Court shall retain jurisdiction over this action and the parties thereto for the duration of this Decree for the purpose of enforcing and modifying its terms. This Decree shall be in effect for a period of two (2) years from its effective date.

24. Any time limits for performance imposed by this Decree may be extended by mutual written agreement of the parties. Electronic mail exchanged between counsel constitutes a sufficient form of mutual written agreement for purposes of this paragraph.

25. Each party shall notify the other parties of any dispute or difference regarding interpretation and compliance with this Decree, whether willful or otherwise, and shall attempt to resolve such dispute informally. However, in the event of a failure by a Defendant to perform in a timely manner any act required by this Consent Decree or otherwise to act in conformance with any provision thereof, Plaintiff 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, as well as an award of damages, costs and reasonable attorney's fees occasioned by the violation or failure to perform.

26. All parties shall be responsible for their own attorney's fees and costs, except as otherwise provided in this Decree.

27. The parties agree that, as of the date of the entry of this Consent Decree, litigation is not "reasonably foreseeable" concerning the matters described in Paragraphs 1-26 above. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in Paragraphs 1-26, the party is no longer required to maintain such a litigation hold.

So ORDERED this 12th day of September, 2016.



United States District Judge

The undersigned hereby apply for and consent to the entry of this Consent Decree:

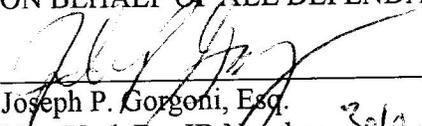
ON BEHALF OF THE UNITED STATES OF AMERICA:

Dated: 9/8/2016

/s/ Lori K. Wagner  
SAMEENA SHINA MAJEED  
Chief

LORI K. WAGNER  
Trial Attorney  
Housing and Civil Enforcement Section  
Civil Rights Division  
U.S. Department of Justice  
950 Penn. Ave., NW -- NWB  
Washington, DC 20530  
Tel: 202-305-3107  
Fax: 202-514-1116  
E-mail: lori.wagner@usdoj.gov

ON BEHALF OF ALL DEFENDANTS:

  
\_\_\_\_\_  
Joseph P. Gorgoni, Esq.  
New York Bar ID Number 301050  
314 East Fayette Street  
Syracuse, NY 13202  
315-448-0126  
[jpgorgoni@cnyemail.com](mailto:jpgorgoni@cnyemail.com)

Dated: 8/13/16

**ATTACHMENT A**

**Reasonable Accommodation Policy for:**

258 W. Utica Street, Oswego, New York 13126  
1-3; 2-4 and 5-7 Mohawk Terrace, Oswego, New York 13126  
45-47; 46-48; 49-51 and 50-52 Downey Drive, Oswego, New York 13126  
2-4; 6-8; and 10-12 Simmons Avenue, Oswego, New York 13126  
9 Sunrise Drive, Oswego, New York 13126  
59 Third Avenue, Oswego, New York 13126

The Federal Fair Housing Act and other state and local fair housing laws require that housing owners and managers provide reasonable accommodations for applicants and residents who have disabilities. The owner and manager of the covered properties (“258 W. Utica Street, Oswego, New York 13126; 1-3; 2-4 and 5-7 Mohawk Terrace, Oswego, New York 13126; 45-47; 46-48; 49-51 and 50-52 Downey Drive, Oswego, New York 13126; 2-4; 6-8; and 10-12 Simmons Avenue, Oswego, New York 13126; 9 Sunrise Drive, Oswego, New York 13126; and 59 Third Avenue, Oswego, New York 13126”), Hillside Park Real Estate, LLC (“Hillside Park”) and its employees, agents, and designees, are committed to granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy a dwelling at any and all of their rental units.

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 Hillside Park’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.

An animal that is trained to do work or perform tasks for an individual with a disability is known as a service animal. It is often readily apparent that an animal is trained to do work or perform tasks for the benefit of a person with a disability, such as a dog that guides an individual with a visual impairment. Where it is readily apparent that an animal is a trained service animal, for example, a dog trained to guide an individual with a visual impairment, Hillside Park will not inquire about the individual’s disability or the animal’s training.

Reasonable accommodations may include waiving or varying rules or policies to allow a resident with a disability to keep an “assistance animal.” An assistance animal is an animal that does work or performs tasks for the benefit of a person with a disability, or provides emotional support or other assistance that may be necessary to afford the person an equal opportunity to use and enjoy housing (“assistance animal”). The most common assistance animals are dogs, although other animals may qualify as assistance animals. Assistance animals are not considered to be “pets” under Hillside Park’s policies. Hillside Park and its employees, agents, and designees, recognize the importance of assistance animals and are dedicated to ensuring that their

tenants with assistance animals – whether owners, occupants or renters – may keep them in their units.

If a resident with a disability requests a reasonable accommodation for an assistance animal, Hillside Park will determine whether the animal may be necessary to afford the resident an equal opportunity to enjoy living at Hillside Park. In some cases, both the disability and the necessity for the assistance animal are obvious – for example, a dog guiding an individual who is blind or has low vision, or a dog pulling the wheelchair of a person with a mobility disability. If this is the case, no further inquiry will be made and Hillside Park will grant the resident the accommodation unless the presence of the animal (1) imposes an undue financial and administrative burden; (2) fundamentally alters the nature of Hillside Park’s operations; or (3) would pose a direct threat to the health and safety of other people.

In the case of a resident who requests a reasonable accommodation for an assistance animal and the disability of the resident and/or the necessity for the assistance animal is not obvious, Hillside Park may require a written verification from a health or social service professional<sup>1</sup> indicating that the applicant has a disability<sup>2</sup> and the presence of the animal may be necessary to provide the resident an equal opportunity to use and enjoy Hillside Park.

Hillside Park and its employees, agents, and designees, will not require:

- i. That the assistance animal have any special training or certification;
- ii. That the assistance animal be subject to breed restrictions;
- iii. That the assistance animal be required to wear a vest or other insignia that identifies it as an assistance animal; or
- iv. That the resident pay any fee, deposit, or other charge for keeping the animal, or obtain insurance as a condition of keeping the animal.

In processing requests for assistance animals, Hillside Park and its employees, agents, and designees, will take reasonable measures to protect the confidentiality of any information or documentation disclosed in connection with the requests. Such measures may include limiting access to such information to persons specifically designated to deal with requests for reasonable accommodations, who will disclose information only to the extent necessary to determine

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<sup>1</sup> “Health or social service 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.

<sup>2</sup> Under fair housing laws, a person with a disability is defined as a person who has a physical or mental impairment that substantially limits one or more major life activities, is regarded as having such an impairment, or has a record of such an impairment.

whether to grant the request, and keeping all written requests and accompanying documentation in a secure area to which only those designated persons have access, except as otherwise required by law.

It is the responsibility of a person with a disability who is a resident, tenant, or occupant of a unit to inform Hillside Park as to the need for an assistance animal for the resident, tenant or occupant of a unit, and to request a reasonable accommodation and provide any required documentation. A person with a disability may request a reasonable accommodation orally, but Hillside Park may ask the person with the disability to complete or assist in completing a "Form to Request An assistance animal" (attached to this Policy). Hillside Park will evaluate the requested accommodation regardless of whether the person completes the written form, but the person must cooperate in providing all information needed complete the form.

If the applicant requires assistance in completing the form, the Property Manager, on-site property caretaker or his or her designee will provide assistance or will fill out the form based on an oral request. Hillside is using the form to record reasonable accommodation requests so that they can obtain only the information necessary to make a reasonable accommodation decision and not obtain confidential information that they do not need to make a reasonable accommodation decision.

In connection with the evaluation of whether the animal's presence at the property would pose a direct threat to the health or safety of others, Hillside Park may ask the person requesting the accommodation to provide written evidence from a reliable third party, such as a veterinarian, prior landlord, the animal's breeder, the animal's prior owner or any other reliable third party, that the animal has never posed a direct threat to others.

Once Hillside Park receives the request for an assistance animal and, if applicable, additional verifying information, it will provide a response within fourteen (14) days. Prior to denying a request, Hillside Park will attempt to engage in an interactive process with the person making the request in which the parties discuss possible alternative accommodations that might effectively meet the person's disability-related needs. If a request is denied, an explanation for the denial will be included in the written notification of denial. If a person with a disability believes that a request has been denied unlawfully or that the response is delayed unreasonably, he or she may file a complaint with:

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
451 Seventh Street, SW  
Washington, DC 20410  
(800) 669-9777

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint)

**HILLSDIE PARK REAL ESTATE, LLC  
FORM TO REQUEST AN ASSISTANCE ANIMAL**

The Federal Fair Housing Act and other state and local fair housing laws require that housing owners and managers provide reasonable accommodations upon request for applicants and residents who have disabilities. A disability is defined as a physical or mental impairment that substantially limits one or more major life activities. Hillside Park and its employees, agents, and designees are committed to granting reasonable accommodations when necessary to afford persons with disabilities equal opportunities to use and enjoy dwellings at all of their rental units.

Under fair housing laws, a person may be entitled to a reasonable accommodation if he or she has a disability, and shows that he or she needs the accommodation because of that disability. Reasonable accommodations may include waiving or varying rules or policies to allow a resident to keep an assistance animal, which is an animal that does work or performs tasks for the benefit of a person with a disability, or provides emotional support or other assistance that may be necessary to afford the person an equal opportunity to use and enjoy housing (“assistance animal”).

If you or someone associated with you has a disability and you believe that there is a need for an assistance animal as a reasonable accommodation for the person with a disability to use and enjoy a dwelling unit at any property owned or managed by Hillside Park or its employees, agents, or designees, please complete this form and return it to Hillside Park. Please check all items that apply and answer all questions. Hillside Park will answer your request in writing within fourteen (14) days of receiving the request for an assistance animal and, if applicable, the verification from your health care provider. All information provided to Hillside

Park in connection with this request will be kept confidential, except as otherwise required by law. If you require assistance in completing this form, please call the management office at (telephone number) for assistance or to make an oral request for a reasonable accommodation.

1. Do you require assistance filling out this form?

Yes  No

If your answer is “Yes,” and you do not have someone who can assist you, please ask [name and phone number] to assist you in filling out this form.

If your answer is “No,” continue on to Question No. 2.

2. Today’s Date \_\_\_\_\_

3. I am (please check one):

\_\_\_ **A person who has a disability and I am requesting an assistance animal.** If so, continue to Question 4.

\_\_\_ **A person making a request on behalf of or assisting a person with a disability who needs an assistance animal.** Please fill out the information below:

Name of person filling out form: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Relationship to person needing assistance animal: \_\_\_\_\_

4. Name of person with a disability for whom a reasonable accommodation is being requested:

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Phone number: \_\_\_\_\_

Address: \_\_\_\_\_

5. If it is not obvious, please state how the proposed assistance animal will enable you (or the person on whose behalf you apply) to use or enjoy a dwelling or alleviate one or more of the effects of a disability:

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6. Identify the species of animal for which you are making a reasonable accommodation request e.g., “dog,” “cat”:

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7. Provide the name and physical description (size, color, weight, any tag and/or license) of the animal for which you are making a reasonable accommodation request:

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\_\_\_\_\_  
Signature of person making request

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of person with disability

\_\_\_\_\_  
Date

Applicant Name: \_\_\_\_\_

***TO BE COMPLETED BY THE PHYSICIAN, PSYCHIATRIST, OR OTHER HEALTH OR SOCIAL SERVICE PROFESSIONAL:***

1. Please provide a statement verifying that your patient has an impairment that substantially limits one or more of his or her major life activities.

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2. Please state whether an animal is necessary for the patient to have an equal opportunity to use and enjoy housing and, if so, please explain how it is necessary.

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3. Please explain whether and how the animal has been trained to do work or perform tasks that alleviate one or more symptoms of effect of the patient's disability; or, if the animal lacks individual training, how does the animal work, perform tasks, or provide emotional support that alleviates one or more symptoms or effects of the patient's disability:

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***TO BE COMPLETED BY MANAGEMENT:***

Receipt is hereby acknowledged by: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT B**  
**Certification of Receipt of Consent Decree**

I certify that I have received a copy of the Consent Decree entered by the United States District Court for the District of in *United States of America v. Hillside Park Real Estate, LLC and Stephanie Castaldo-Gorgoni, Defendants* [Docket Number 5:16-cv-01098-BKS-ATB] (N.D.N.Y.). I further certify that I have read and understand the Decree, that the Defendants have answered all questions that I had about the Decree, and that I understand that the Defendants may be sanctioned or penalized if I violate the Decree.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**ATTACHMENT C**  
**Release**

In consideration of the Consent Order entered in *United States of America v. Hillside Park Real Estate, LLC and Stephanie Castaldo-Gorgoni*, and the payment of the sum of \$9,000 to me pursuant to that Consent Order, I, Monica Binder, hereby release and forever discharge Defendants named in this action (Civil Action No. 5:16-cv-01098-BKS-ATB), and their parents, subsidiaries, related, sister or affiliated corporations, entities or organizations and insurers, and all of its respective past or present trustees, members, partners, directors, officers, employees, agents, predecessors, successors and assigns, in both their individual and organizational capacities (collectively, the “Released Persons”), from any and all liability for any claims, legal or equitable, I may have against any of them arising out of the issues and facts alleged in this action as of the date I sign this release. I fully acknowledge and agree that this release of the Released Persons shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understood this release and have executed it voluntarily and with full knowledge of its legal consequences.

Dated:

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Monica Binder