

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

Plaintiff,

Civil Action
No. 09-CV-3896

v.

SUNRISE VILLAS, LLC, ANNA MARIA
DANIELS, and LISA DANIELS,

(Hurley, J.)
(Wall, M.J.)

Defendants.

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SETTLEMENT AGREEMENT AND ORDER

INTRODUCTION

1. The United States of America, through the United States Attorney's Office for the Eastern District of New York, has agreed to enter into the Settlement Agreement and Order ("Settlement Agreement") to resolve the issues raised in the complaint brought by the United States of America against Sunrise Villas, LLC ("Sunrise Villas"); Anna Maria Daniels; and Lisa Daniels (collectively "Defendants"), to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 through 3619 (the "Fair Housing Act"). The United States brought this complaint following a Determination of Reasonable Cause and Charge of Discrimination issued by the Secretary of Housing and Urban Development ("HUD") and a timely notice of election filed by Defendants. See 42 U.S.C. § 3612(o). The United States' complaint alleges that Defendants have refused to make reasonable accommodations for persons with disabilities who require assistance animals¹, thus limiting the housing opportunities of individuals with disabilities and denying them equal access to housing in violation of Section 3604(f)(1)-(f)(3) of the Fair Housing Act. The United States further

¹ "Assistance animal" means an animal that does work or performs tasks for the benefit of a person with a physical disability or that ameliorates the effects of a mental or emotional disability.

alleges that Defendants' conduct as described above constitutes a pattern or practice of resistance to the full enjoyment of rights granted by the Act; and/or a denial to a group of persons of rights granted by the Act, which denial raises an issue of general public importance, in violation of 42 U.S.C. § 3614(a), frustrates the mission of Long Island Housing Services, Inc. ("LIHS"), and forces it to devote scarce resources to identify and counteract Defendants' unlawful housing practices. Specifically, the United States alleges that Defendants refused to rent apartments owned by Sunrise Villas to testers employed by LIHS, who presented themselves as potential renters themselves or as seeking information on behalf of a potential renter. In each case, the potential renter was identified as an individual with disabilities who required the use of an assistance animal. Defendants deny these claims.

STATEMENT OF AGREEMENT

2. The parties agree that the controversy outlined above should be resolved without judicial action. The Settlement Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by the parties or agents of the parties, that is not contained in the Settlement Agreement will be enforceable under its provisions.

3. It is therefore stipulated and agreed, by and between the parties to the above-entitled action as follows:

GENERAL INJUNCTION

4. Defendants, their agents, employees, and all other persons in active concert or participation with them, are hereby enjoined from:

- i. Discriminating in the sale or rental, or otherwise making unavailable or denying a dwelling to, any buyer or renter because of a disability as provided by the Fair Housing Act, 42 U.S.C. § 3604(f)(1);

- ii. Discriminating against any person 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 dwelling because of a disability in violation of the Fair Housing Act, 42 U.S.C. § 3604(f)(2); and
- iii. Refusing to make reasonable accommodations in rules, policies, practices, or services, when such reasonable accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling as required by the Fair Housing Act, 42 U.S.C. § 3604(f).

AFFIRMATIVE RELIEF

5. Within 30 days after the date of entry of the Settlement Agreement, Defendants shall provide a copy of this Order to all their employees and agents who have responsibilities or duties related to management and operations of Sunrise Villas, and any other apartment complex owned or operated by Defendants, and provide the United States with a certification that this requirement has been met.² Each employee, agent, or other person covered by this paragraph shall sign a statement in the form of Attachment A acknowledging that he or she has received, read, and understood the Settlement Agreement, and declaring that he or she will perform his or her duties in accordance with the Settlement Agreement and the Fair Housing Act.

6. Defendants acknowledge that compliance with the Fair Housing Act requires making a reasonable accommodation in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with disabilities equal opportunity to use and enjoy a dwelling. Specifically, Sunrise Villas acknowledges that it may be necessary to

² All notifications required by the Settlement Agreement to be sent to the United States or counsel for the United States shall be addressed to "Office of the United States Attorney for the Eastern District of New York, Attention: Assistant United States Attorney Kelly Horan Florio" at the following address: 271 Cadman Plaza East, 7th Floor, Brooklyn, New York 11201.

modify or suspend its "No Pet Policy" as a reasonable accommodation for individuals who require an assistance animal.

7. Within 30 days after the date of entry of the Settlement Agreement, Defendants shall adopt and implement the specific written guidelines provided in Attachments B through E for receiving and handling requests made by people with disabilities for reasonable accommodations ("Reasonable Accommodation Policy for Persons with Disabilities"). These guidelines shall comply with the requirements of the Fair Housing Act and permit residents of the building with a disability, as that term is defined in section 802(h) of the Act, 42 U.S.C. § 3602(h), to keep an assistance animal in their rental property and on the premises. Defendants acknowledge that the Fair Housing Act does not require specific training or certification of assistance animals.

8. Within 30 days after the date of entry of the Settlement Agreement, Defendants shall post and prominently display in each and every location where activity related to the management or rental of Defendants' Rental Properties occurs a poster no smaller than eleven by fourteen inches indicating that all dwellings are available for rental on a non-discriminatory basis. The poster(s) shall comply with the requirements set out in 24 C.F.R. Part 110 and shall attach the additional statement below:

Please Note: Local and State laws prohibit other types of discrimination, in addition to the federal protected classes. The New York State Human Rights Law also prohibits discrimination based on age, marital status, sexual orientation, and military status. These Fair Housing laws also prohibit retaliation and bias-related harassment.

MANDATORY EDUCATION AND TRAINING

9. Within 90 days after the date of entry of the Settlement Agreement, Defendants, employees, agents, or any other persons who have responsibilities related to the management or rental of units at Sunrise Villas, or any other apartment complex owned or operated by

Defendants, shall attend, at Defendants' expense, a training program regarding the disability discrimination provisions of federal, state, and local fair housing laws, as well as employees' and agents' obligations under this Order. The training shall be conducted by HUD.

10. Within 10 days of completion of the training, each employee, agent, or other person covered by this paragraph shall sign a certification in the form of Attachment F confirming their attendance at the training. Defendants shall submit the Certifications of Attendance along with the names and contact information of each of their attendees to the Office of the United States Attorney for the Eastern District of New York as prescribed in footnote 2 herein.

REPORTING AND RECORD-KEEPING REQUIREMENTS

11. If, at any time, a defendant ("transferring defendant") transfers all or part of said defendant's direct or indirect ownership, management, or other financial interest in Sunrise Villas, or any other apartment complex owned or operated by Defendants, to an unrelated party ("transferee"), the transferring defendant shall, no later than 30 days after occurrence, obtain from each transferee a written acknowledgement of receipt and review of the Settlement Agreement and provide notification and documentation of this event to the United States.

12. Further, Defendants shall preserve, for the duration of the Settlement Agreement, all records relating to the following:

- i. Complaints against Defendants or Defendants' agents or employees of discrimination in housing on the basis of disability; and
- ii. The receipt and processing of requests for reasonable accommodations of disabilities by current or prospective residents of Defendants, including, but not limited to, all request and response forms related to the requests, any notes or electronic mail communications, whether formal or informal,

related to the requests and responses, and any file created with respect to the request.

13. Upon reasonable notice to Defendants, the United States Department of Justice shall be permitted to inspect and copy any of Defendants' records relating to Defendants' compliance with the terms of the Settlement Agreement, provided, however, that the United States Department of Justice shall endeavor to minimize any inconvenience and administrative burden to the Defendants from such inspections.

PAYMENT OF MONETARY DAMAGES

14. Within 15 days after the date of entry of the Settlement Agreement, the Defendants shall deliver to the United States a check payable to Long Island Housing Services, Inc. for TWELVE THOUSAND ONE HUNDRED EIGHTY-SIX DOLLARS (\$12,186.00). When counsel for the United States has received the check from Defendants, and a signed release in the form of Attachment G from LIHS, counsel for the United States shall deliver the check to LIHS and the original, signed release to counsel for Defendants. LIHS shall not be paid until it has executed and delivered to counsel for the United States the release at Attachment G. Delivery of the check shall constitute Defendants' full monetary payment due to LIHS.

CIVIL PENALTY

15. Defendants Sunrise Villas, LLC, Anna Maria Daniels, and Lisa Daniels shall pay to the United States a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C) in the combined total amount of ONE THOUSAND DOLLARS (\$1,000.00). Said sum shall be paid within 30 days of the date of entry of this Agreement by submitting to the United States a check made payable to the United States of America.

ADMINISTRATION OF SETTLEMENT AGREEMENT

16. It is understood and agreed between the parties hereto that the Settlement Agreement and the considerations provided in the Settlement Agreement do not constitute and shall not be construed as an admission by Defendants of any wrongdoing, or of any violation of any provision or provisions of the Constitution, statutes or case law of the United States or of any state of the United States, any such alleged violation being expressly denied.

17. The Court shall retain jurisdiction over this action and over Defendants for two years from the date of entry of the Settlement Agreement 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. The Settlement Agreement shall be binding on Defendants and any of their employees, representatives, officers, heirs, assigns, subsidiaries, or successors in interest.

18. The parties to the Settlement Agreement shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with the Settlement Agreement prior to bringing such matters to the Court for resolution. Furthermore, the United States shall not bring any matter involving compliance with this Agreement to the Court for resolution unless it reasonably believes that Defendants have materially violated the provisions of the Settlement Agreement.

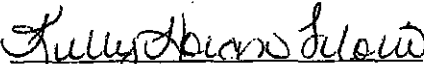
19. Except as stated herein, each party to the Settlement Agreement will bear its own costs for all legal matters pertaining to Defendants' attempt to enforce the "no pets" provision of their proprietary lease.

20. The Settlement Agreement, when fully executed, will resolve all the issues between Sunrise Villas, its agents, and the United States respecting the subject matter of the United States' Complaint.

21. Nothing in this Agreement is intended to confer or limit any right, remedy, obligation or liability upon any person or entity other than the parties hereto and their respective successors.

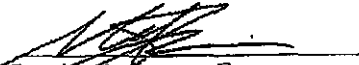
Dated: Brooklyn, New York
~~April~~, 2010
June 5

BENTON J. CAMPBELL
United States Attorney
Eastern District of New York
Attorney for Plaintiff United States of America
271 Cadman Plaza East
Brooklyn, New York 11201


By: 
Kelly Horan Florio
Assistant U.S. Attorney
(718) 254-6007
kelly.horan@usdoj.gov

Dated: Commack, New York
April __, 2010

SOMER & HELLER LLP
Attorneys for Defendants
2171 Jericho Turnpike, Suite 350
Commack, New York 11725

By: 
Stanley J. Somer, Esq.
(631) 462-2323

SO ORDERED THIS 8 DAY OF June 2010.



The Honorable Denis R. Hurley
United States District Judge

Attachment A

CERTIFICATION OF RECEIPT OF CONSENT ORDER

I have been given and I have read a copy of the Settlement Agreement and Order entered in *United States. v. Sunrise Villas LLC*, Case No. 08-CV-3834 (E.D.N.Y.).

I understand my legal responsibilities and will comply with those responsibilities. I further understand that the Court may impose sanctions on me if I violate any provision of this Order.



(Signature)

Jerome Genova

(Printed Name)

294 Half Hollow Rd.

Pix Hills, NY 11746

(Home Address)

631-226-5555

(Home Telephone Number)

5/10/10

(Date)

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Annamaria Daniels
(Signature)

Annamaria Daniels
(Printed Name)

29 Elderwood Drive
Saint James, NY 11780
(Home Address)

631-226-5555
(Home Telephone Number)

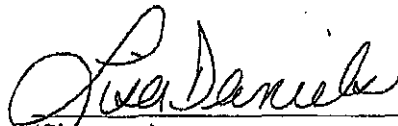
5/10/10
(Date)

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I understand my legal responsibilities and will comply with those responsibilities. I further understand that the Court may impose sanctions on me if I violate any provision of this Order.



(Signature)

Lisa Daniels

(Printed Name)

293 So. Broadway

Lindenhurst, N.Y. 11757

(Home Address)

631-226-5555

(Home Telephone Number)

5-10-10

(Date)

Attachment B

REASONABLE ACCOMMODATION POLICY FOR PERSONS WITH DISABILITIES

If a prospective tenant or resident or a member of their household has a disability, he/she may request a reasonable accommodation. Reasonable accommodations in rules, policies, practices or services may be made when such reasonable accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all reasonable accommodation requests be submitted in writing to the Apartment Manager. Requests for reasonable accommodation and release forms are available at the rental office. If a prospective tenant, resident or household member has difficulty completing the form, the Apartment Manager will assist him or her in doing so. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

All requesters shall be notified in writing of the decision regarding the request within 14 days of the Apartment Manager's receipt of the complete written request, including completed Attachments A, B and C, if necessary. If the request is denied, an explanation for such denial shall be included in the written notification. If the request is denied, the requesting resident may contact the Department of Housing and Urban Development to file a complaint at:

U.S. Department of Housing and Urban Development
New York Regional Office of FHEO
26 Federal Plaza, Suite 3541
New York, New York 100278
1-800-333-4636

Attachment C

REQUEST FOR REASONABLE ACCOMMODATION

If you, a member of your household, or someone associated with you has a disability, and you feel that there is a need for a reasonable accommodation to the landlord's rules, policies, practices, or services for that person to have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (or sooner if the situation requires an immediate response).

Name of Tenant or Applicant: _____

Today's Date: _____

Signature of Tenant or Applicant: _____

- 1. The person(s) who have a disability requiring a reasonable accommodation is:
 Me A person associated or living with me.
Name of Person with disability: _____
Phone #: _____
Address: _____

- 2. I am requesting the following accommodation so that I and the persons associated or living with me can live here with equal opportunity to use and enjoy the premises. I need the following change in a rule, policy, practice, or service.

- 3. I need this reasonable accommodation because:

REQUESTER

DATE

APARTMENT MANAGER

DATE

Attachment D

Form to be completed by Apartment Manager if Requester cannot or will not complete written form:

On _____, the requester identified below residing at _____, orally requested a reasonable accommodation to a rule, policy, practice or service.

The requested accommodation consisted of:

I, the undersigned, Apartment Manager of the _____ Apartments:

Gave the requester the applicable forms and offered to assist in filling out the forms.

Granted the request.

Explained the request could not be evaluated until the following additional information is provided:

Denied the request and provided the following explanation for the denial:

REQUESTER

DATE

REQUESTER'S ADDRESS: _____

CONTINUED

REQUESTER'S TELEPHONE NUMBER: _____

APARTMENT MANAGER

DATE

Attachment E

APPROVAL OR DENIAL OF REASONABLE ACCOMMODATION REQUEST

Dear: _____:

Address: _____

Phone: () _____

On _____ [date], you requested the following reasonable accommodation [describe request]:

We have (check all that apply):

Approved your request. The following reasonable accommodation will be permitted [describe]:

The change is effective immediately.

The reasonable accommodation will be permitted by: [date] _____

Neither approved nor denied your request. Further information is needed. [List information needed]:

Denied your request. We have denied your request because [list all reasons that apply]:

We used these facts to deny your request [list]:

To make this decision, we spoke with the following people, reviewed the following documents, and performed the following investigation [list]:

If you disagree with this decision you may contact the Department of Housing and Urban Development 1-800-333-4636

Sincerely,

Signature: _____ Date: _____
Name: _____ Title: _____

Requester acknowledges receipt of this completed form:

Signature: _____ Date: _____

Attachment F

CERTIFICATE OF ATTENDANCE

I, _____, hereby acknowledge that on _____ I received training by _____ on the requirements of the Fair Housing Act, 42 U.S.C. §§3601-19, and that I have read the Settlement Agreement and Order entered in *United States v. Sunrise Villas, LLC*, Case No.: 09-CV-3896 (E.D.N.Y.).

I understand my obligation not to discriminate in violation of the Fair Housing Act. I agree to comply with the Fair Housing Act and the Court's Order in the above-mentioned case.

(Name)

Sworn to and subscribed before me

This ____ day of _____, _____.

NOTARY PUBLIC

My commission expires _____.

Attachment G

RELEASE OF CLAIMS

In consideration of the payment of the sum of twelve thousand, one hundred and eight - six dollars (\$ 12,186.00), pursuant to the Settlement Agreement and Order entered in *United States v. Sunrise Villas, LLC*, Case No.: 09-CV-3896 (E.D.N.Y.), I, Michelle Santantonio, as Executive Director of Long Island Housing Services, Inc., hereby release the Defendants named in this action from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in the action as of the date of the entry of that Settlement Agreement. I fully acknowledge and agree that this release of the Defendants 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.

Michelle Santantonio
(Signature)

Michelle Santantonio
(Printed Name)

Long Island Housing Services, Inc.
640 Johnson Ave., Ste. 8, Bohemia, NY
(Address) 11716

631-567-5111
(Telephone Number)

June 4, 2010
(Date)

CONTINUED

STATE OF NEW YORK

COUNTY OF Suffolk

I, Lisa Purzak, Notary Public, do hereby certify that
Michelle Santoro appeared before me this day and acknowledged his or her
execution of the foregoing Release for the purposes therein expressed.

Witness my hand and notarial seal, this 4th day of June, 2010.

NOTARY PUBLIC Lisa Purzak

My commission expires: December 31, 2010

LISA L. PURZAK
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01P06048823
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES DECEMBER 31, 2010