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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,
:
Plaintiff,
:
- against -
:
BERK-COHEN ASSOCIATES AT
TOR VIEW VILLAGE APARTMENTS,
LLC,
:
Defendant.
----- x

CONSENT DECREE

09 Civ. 4368 (DLC)

ECF CASE

MEMO ENDORSED

WHEREAS, the plaintiff United States of America (the "United States") filed this action on May 6, 2009, pursuant to the Fair Housing Act, as amended ("Fair Housing Act" or the "Act"), 42 U.S.C. §§ 3601-3619;

WHEREAS, the Complaint filed by the United States on May 6, 2009 (the "Complaint") alleges that the defendant, the owner of Tor View Village Apartments ("Tor View"), a residential apartment complex in Rockland County, New York ("Tor View Apartments"), has unlawfully discriminated against persons with disabilities in violation of the Fair Housing Act by refusing to make reasonable accommodations in rules, policies, practices, or services, where such accommodations are necessary to afford people with disabilities an equal opportunity to use and enjoy a dwelling;

WHEREAS, the Complaint alleges that Tor View has refused to continue certain accommodations that it has previously made to clients of Loeb House, Inc. ("Loeb House"), who are people with mental disabilities;

WHEREAS, the dispute between Tor View and Loeb House is the subject of a

pending action titled Berk-Cohen Associates at Tor View Village Apartments, LLC v. Loeb House, Inc., County of Rockland, Rockland County Fair Housing Board, and United States Department of Housing and Urban Development, 08 Civ. 09963 (DLC) (the "Tor View Action");

WHEREAS, the Tor View Action was consolidated with this action on July 15, 2009;

WHEREAS, the United States Department of Housing and Urban Development was dismissed from the Tor View Action on July 15, 2009, and the remaining parties to the Tor View Action have settled that action by separate agreement dated February 17, 2010 (the "Tor View Action Settlement");

WHEREAS, in connection with the Tor View Action Settlement, Tor View has agreed to provide Loeb House with a cash payment and other consideration, equaling the sum of \$20,000 (the "Tor View Action Settlement Amount");

WHEREAS, the Tor View Action Settlement addresses the rights and responsibilities of Tor View and Loeb House relating to Tor View Apartments 14A, 6B, 7B, 23B, 14C, 25D, 23F, and 11H, as well as each apartment in which Loeb House currently serves as a financial guarantor of a tenant's lease obligations;

WHEREAS, the parties agree that, in the interest of conserving time and expense, this matter should be resolved without further litigation;

WHEREAS, Tor View denies that it violated the Fair Housing Act and does not concede that the obligations it has agreed to assume herein are required by law; and

NOW, THEREFORE, in resolution of this matter, and with agreement of all parties,

it is hereby ORDERED, ADJUDGED, and DECREED as follows:

I. JURISDICTION

1. This Court has jurisdiction over the parties and the subject matter of these actions. The Court shall retain jurisdiction over the parties to enforce and administer the terms of the Consent Decree for three years after the effective date of the Consent Decree, as defined in paragraph 19.

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

II. GENERAL INJUNCTIVE RELIEF

3. Tor View is enjoined from discriminating on the basis of disability in violation of 42 U.S.C. §§ 3604(f), 3617, by:

- a. Discriminating in the rental of, or otherwise making unavailable or denying, dwellings to any person or entity because of a disability, in violation of 42 U.S.C. § 3604(f)(1)(B);
- b. Discriminating against any person or entity in the terms, conditions, or privileges of rental 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)(B);
- c. Refusing to make reasonable accommodations in rules, policies, practices, or services, which were necessary to afford any person or entity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B); and

- d. Coercing, intimidating, threatening, or interfering with persons in the exercise or enjoyment of their right to seek a reasonable accommodation, in violation of 42 U.S.C. § 3617, or on account of their having exercised or enjoyed their right to seek a reasonable accommodation pursuant to the Fair Housing Act.

III. ADOPTION OF FAIR HOUSING ACT POLICY

4. Within thirty (30) days of the entry of this Consent Decree, Tor View shall adopt a policy that incorporates its obligations as articulated in paragraph 5 of this Consent Decree.
5. In applying the rental application income requirements, Tor View will include reasonably verifiable income provided to applicants by accredited social service agencies that provide benefits to people with disabilities.
6. Defendant shall, not later than 10 days after adoption, notify in writing each resident of the Tor View Apartments of the adoption and implementation of the policy referred to in paragraph 5, above. The notification shall be sent via first-class mail, postage pre-paid, to the head of the household, and may be included with the monthly rental notice.

IV. IMPLEMENTATION OF FAIR HOUSING ACT POLICY

7. Tor View shall, not later than 10 days after the adoption of the policy referenced in paragraph 5, apprise each of its employees, agents, or any other persons who have responsibility for the management of its properties of such persons' obligations under this Consent Decree, and under the Fair Housing Act, 42 U.S.C. §§ 3601-19. Tor View shall furnish each such employee, agent, or other person covered by this paragraph with a copy of

this Consent Decree. Each employee, agent, or other person covered by this paragraph shall sign a statement acknowledging that he or she has received, read, and understood 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. §§ 3601-3619.

8. New employees or new agents who have responsibilities related to the management or rental of Tor View Apartments shall (a) be apprised of the contents of this Consent Decree, and of their obligations under the Fair Housing Act, 42 U.S.C. §§ 3601-3619, when their employment or agency commences; (b) be provided copies of this Consent Decree and the policy required by paragraph 5 of this Consent Decree; and (c) execute the statement acknowledging receipt of the Consent Decree no later than five days following their first day of employment or agency.

9. Within 30 days of the entry of this Consent Decree, Tor View shall post and prominently display in each and every location where activity related to the management or rental of the Tor View Apartments 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(s) shall comply with the requirements set out in 24 C.F.R. Part 110.

10. Within 30 days of the entry of this Consent Decree, in all advertising conducted by Tor View related to its properties in newspapers, telephone directories, radio or other media, and on all signs, pamphlets, brochures, and other promotional literature, defendant shall include the words "Equal Housing Opportunity," the fair housing logo, and/or the following sentence:

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 shall be prominently placed and easily legible.

V. MANDATORY EDUCATION AND TRAINING

11. Within 90 days of the entry of this Consent Decree, Tor View and its employees, agents, or any other persons who have responsibilities related to the management or rental of Tor View properties shall attend, at Tor View's expense, a training program regarding the disability discrimination provisions of federal, state, and local fair housing laws, and the requirements of this Consent Decree. The training shall be conducted by a qualified third party, approved by the United States, and unconnected to Tor View or its employees, agents, or counsel.

12. Tor View must notify the United States of the name(s), address(es), and telephone number(s) of the trainer(s) as well as the time and location of each such training program at least 30 days prior to the program.

VI. REPORTING AND RECORD-KEEPING REQUIREMENTS

13. Tor View shall, no later than 15 days after occurrence, provide to the United States notification and documentation of the following events:¹

- a. The adoption and implementation of the policy referred to in paragraph 5, above, to be documented by a complete statement of the rules and regulations of the Tor View Apartments;

¹ All notifications required by this Consent Decree to be sent to the United States or counsel for the United States shall be addressed to Chief, Civil Rights Unit, U.S. Attorney's Office, Southern District of New York, Civil Division, 86 Chambers Street, 3rd Floor, New York, NY 10007.

- b. The written notification to residents of the Tor View Apartments, required in paragraph 6, above;
- c. The training attended pursuant to Section V, including a certification executed by the trainer(s) confirming attendance;
- d. A copy of the sign that was posted indicating that dwellings are available for rent on a nondiscriminatory basis, as set forth in paragraph 10;
- e. Any written or oral complaint against Tor View regarding discrimination on the basis of disability, or conduct prohibited by 42 U.S.C. § 3617, including a copy of the written complaint itself or a written summary of an oral complaint and the name, address, and telephone number of the complainant. Tor View shall also promptly provide the United States information concerning the complaint's resolution;
- f. Any requests for reasonable accommodation on the basis of disability and the disposition of such requests.

VII. MISCELLANEOUS TERMS AND PROVISIONS

14. In consideration for the payment of the Tor View Action Settlement Amount, the United States releases Tor View from its claims pursuant to 42 U.S.C. § 3614(d)(1)(B) and 42 U.S.C. § 3614(d)(1)(C).

15. Any amendments or modifications to this Consent Decree shall be in writing and signed by each of the parties hereto.

16. The parties shall endeavor in good faith to resolve informally any differences

regarding the interpretation of and compliance with this Decree prior to bringing such matters to the Court for a resolution. However, in the event of a failure by any party to perform any act required by this Decree, such party may move the Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees that may have been occasioned by the violation or failure to perform. All applications to the Court under this Consent Decree shall be on notice to all parties.

17. Each party shall bear its own legal costs and expenses in connection with this action, and in connection with the Tor View Action.

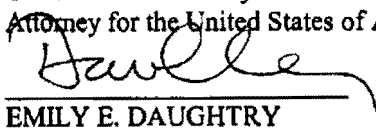
18. In consideration of the foregoing, and subject to paragraph 1, the Complaint herein is dismissed.

19. The "Effective Date" of the Consent Decree shall refer to the date the Consent Decree is "so ordered" by the Court.

Dated: New York ^{New York}
February 19, 2010

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

By:


EMILY E. DAUGHTRY
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*The Clerk of
Court shall close
The case.*

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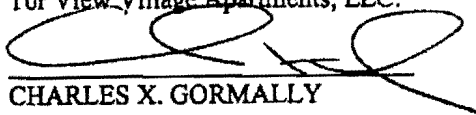
So ordered.

*Janice Cote
February 19, 2010*

emily.daughtry@usdoj.gov
david.kennedy2@usdoj.gov

Dated: Roseland, New Jersey
February 17, 2010


For Berk-Cohen Associates at
Tor View Village Apartments, LLC:



CHARLES X. GORMALLY
Brach Eichler, L.L.C.
101 Eisenhower Parkway
Roseland, NJ 07068
Phone: (973) 228-5700

SO ORDERED:

HON. DENISE L. COTE
United States District Judge



THIS DOCUMENT WAS ENTERED
ON THE DOCKET ON _____