

SLR:TDL  
USAO File # 2009V02059  
UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

Plaintiff,

and

NATIONAL FAIR HOUSING ALLIANCE,  
and LONG ISLAND HOUSING SERVICES, Inc.

Plaintiffs/Intervenors,

v.

EMANUIL UVAYDOV and  
VYACHESLAV UVAYDOV,

Defendants.

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Civil Action  
No. 09-4109

(Vitaliano, J.)  
(Gold, M.J.)

### **SETTLEMENT AGREEMENT AND ORDER**

WHEREAS, Plaintiff United States of America, through the United States Attorney's Office for the Eastern District of New York, filed a complaint in this action on September 23, 2009, pursuant to Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601, *et seq.* (hereinafter, the "Fair Housing Act" or "Act"), alleging, *inter alia*, that Defendants Emanuil Uvaydov ("Emanuil") and Vyacheslav Uvaydov ("Vyacheslav") (collectively, the "Defendants"), made statements indicating their preference to exclude African-Americans from being able to rent an apartment in a house they own in Fresh Meadows, New York, in violation of Section 804(c) of the Act, 42 U.S.C. § 3604(c); and

WHEREAS, Defendants deny the allegations alleged in the complaint; and

WHEREAS, the United States brought this complaint following a Determination of Reasonable Cause and Charge of Discrimination that was issued by the Secretary of Housing and Urban Development (the “Secretary”), as well as a timely notice of election filed by the complainants, two fair housing advocacy and counseling organizations, the National Fair Housing Alliance (“NFHA”) and Long Island Housing Services, Inc. (“LIHS”); and

WHEREAS, NFHA and LIHS subsequently intervened in this action and are active parties herein; and

WHEREAS, the parties agree, in the interest of conserving time and expenses, that the controversy outlined above should be resolved without further litigation.

IT IS THEREFORE, HEREBY STIPULATED AND AGREED, by and between the United States, NFHA, LIHS and Defendants, by and through their respective undersigned attorneys, as follows:

#### **I. GENERAL INJUNCTION**

1. Defendants, their agents, successors, or assigns, and all other persons in active concert or participation with them, are hereby enjoined from making, printing, or publishing, or causing to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination that is based on race, color, religion, sex, disability, familial status, or national origin, or an intention to make such preference, limitation, or discrimination, in violation of 42 U.S.C. § 3604(c).

2. Defendants, their agents, successors, or assigns, and all other persons in active concert or participation with them, are enjoined from refusing to rent housing or refusing to negotiate for the rental of housing because of race.

## **II. MANDATORY EDUCATION AND TRAINING**

3. Within 90 days of entry of this Settlement Agreement and Order (hereinafter, the “Agreement and Order” or “Agreement”), Defendants, their agents, successors, or assigns, and all other persons in active concert or participation with them, shall attend, at Defendants’ expense, [not to exceed \$500.00 each (EU/VU)] a program of educational training focusing on the racial, color, and national origin related provisions of federal, state, and local fair housing laws conducted by LIHS, at Defendants’ costs. [The training shall be within the N.Y. Metropolitan area. (EU/VU)]

4. Defendants shall 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 the training program at least 30 days prior to the program.

## **III. REPORTING AND RECORD-KEEPING REQUIREMENTS**

5. Defendants shall, no later than 15 days after the training occurs, provide to the United States notification and documentation of the training they have attended pursuant to Paragraphs 6 and 7 of this Agreement and Order, including a certification executed by the trainer(s) confirming attendance.

6. The notification and documentation referenced in Paragraph 7 of this Agreement should be addressed as follows:

### **To the United States**

Timothy D. Lynch  
Assistant U.S. Attorney  
United States Attorney’s Office  
Eastern District of New York  
271 Cadman Plaza East  
Brooklyn, NY 11201

7. During the duration of this Agreement and Order, Defendants shall

preserve all records pertaining to their obligations under this Agreement. Upon reasonable notice to Defendants' counsel, representatives of the United States Attorney's Office for the Eastern District of New York shall be permitted to inspect and copy all such records at reasonable times in order to monitor compliance with this Agreement and Order.

8. During the term of this Agreement and Order, Defendants shall give counsel for the United States written notice within 15 days of receipt of any written or oral complaint against Defendants regarding discrimination and a description of the resolution of any such complaint within 15 days of resolution. If the complaint is written, Defendants shall provide a copy of it with the notice; if the complaint is oral, the notice shall include a written summary of it with notice. The notice shall include the full details of the complaint, including the complainant's name, address and telephone number. Defendants shall also promptly provide the United States with all information it may request concerning any such complaint and its actual or attempted resolution.

#### **IV. USE OF MANAGEMENT COMPANY, ADVERTISEMENTS, AND NOTIFICATION**

9. After entry of this Settlement Agreement and Order, if Defendants engage in any rental activity, Defendants shall retain a management company to handle that activity. In such a case, Defendants shall provide a copy of the complaint and Settlement Agreement and Order to that management company.

10. Following entry of this Agreement and Order, Defendants must display the words "Equal Housing Opportunity," and the fair housing logo, in all advertising that Defendants conduct, or which are conducted on their behalf, for the rental of any property they own. This requirement applies to all advertising, including, but not limited to, print advertisements, i.e., newspapers, magazines, flyers, "for rent" signs, pamphlets, handouts,

telephone directories, brochures, and any other written or promotional literature; as well as advertising on any website, e.g., Craigslist; and radio, television, or other broadcast media. The words or logo should be prominently placed and easily legible. This requirement does not compel Defendants to advertise in any of the aforementioned media, but does require compliance with this provision whenever Defendants so advertise. For purposes of this requirement, an advertisement is considered to be conducted by Defendants even if the advertisement is actually sponsored by another entity, including any management or realtor company Defendants retain for the purposes of renting property they own.

11. At least 30 days before Defendants conduct any advertising activity for the rental of any property they own, Defendants shall provide copies of any such advertisement to NFHA, LIHS, and the United States for review.

12. Defendants shall notify NFHA, LIHS, and the United States at least 30 days before any rental property they own is to become vacant, and report to NFHA, LIHS, and the United States the name and race of any tenants.

13. The notification and documentation referenced in Paragraphs 14-16 of this Agreement should be addressed as follows:

**To the United States**

Timothy D. Lynch  
Assistant U.S. Attorney  
United States Attorney's Office  
Eastern District of New York  
271 Cadman Plaza East  
Brooklyn, NY 11201

**To National Fair Housing Alliance:**

Ms. Shanna Smith  
President/CEO  
National Fair Housing Alliance

1101 Vermont Ave., NW  
Suite 710  
Washington, DC 20005

**To Long Island Housing Services:**

Michelle Santantonio  
Long Island Housing Services  
640 Johnson Avenue, Suite 8  
Bohemia, NY 11716

**V. PAYMENT OF MONETARY DAMAGES**

LIHS and NFHA are aggrieved persons, as that term is defined in Section 802(i) of the Fair Housing Act, 42 U.S.C. § 3602(i), and Intervenors/Plaintiffs. To compensate NFHA and LIHS for the monetary damages they have incurred, Defendants shall pay twenty thousand dollars (\$20,000.00) in the following manner: by November 30, 2010, Defendants make a payment in the amount of five thousand dollars (\$5,000.00) made payable to National Fair Housing Alliance. The remaining fifteen thousand dollars (\$15,000.00) will be payable in twenty-four (24) monthly installments in the amount of six hundred and twenty-five dollars (\$625.00) made payable to National Fair Housing Alliance, which is to be postmarked on or before the first of each month. The initial five thousand dollar (\$5,000) payment shall be sent to the United States at the address set forth above in Paragraph 9. All subsequent payments shall be addressed as follows:

**To National Fair Housing Alliance:**

Ms. Shanna Smith  
President/CEO  
National Fair Housing Alliance  
1101 Vermont Ave., NW  
Suite 710  
Washington, DC 20005

14. In the event the Defendants default in having any of the aforesaid payments delivered concurrently with the execution of this Agreement and/or on the first day of each month within the time period specified, then Plaintiffs United States and/or Plaintiffs/Intervenors NFHA and LIHS (collectively “Plaintiffs”), after a written notice of such default sent, and such default not being cured within a ten (10) business day period, which period shall begin to run upon the overnight mailing and faxing of such notice to the Defendants’ counsel, whichever comes first, Plaintiffs shall be entitled to apply for a default judgment before the United States District Court for the Eastern District of New York against any and all Defendants without further notice for the accelerated amount of fifteen thousand dollars (\$15,000.00), less any amount previously paid, which sum is not a penalty, but represents Plaintiffs’ actual and statutory damages and costs, which Plaintiffs believed they could prove at trial, minus any payments made by the Defendants until the date of default, plus attorneys’ fees. Should the Defendants cure the default within the specified ten (10) business days, Plaintiffs shall be entitled to a payment of an administrative fee of One Hundred Dollars (\$100.00) (the “Administrative Fee”) for each cured payment, which shall be due and payable along with the cured installment payment.

15. The parties agree that Emanuil Uvaydov and Vyacheslav Uvaydov shall be jointly and severally liable for the payment set forth above.

16. This Action is discontinued with prejudice, without costs to any party

against another (except as set forth above), except that the parties agree that the United States District Court for the Eastern District of New York shall have continuing jurisdiction over the interpretation and enforcement of the terms of this Agreement.

17. Once counsel for the United States has received the initial five thousand dollar (\$5,000.00) check from Defendants, as well as the signed release in the form of Attachment A from NFHA and LIHS, counsel for the United States shall deliver the check to NFHA. The releases signed by NFHA and LIHS will be delivered to Defendants when Defendants have made all payments set forth in paragraphs 18 and 19.

18. Delivery of the checks set forth above in paragraphs 18 and 19 shall constitute full monetary payment due to NFHA and LIHS pursuant to this Agreement and Order.

#### **VI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

19. This Agreement and the considerations provided in this 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. Defendants do not admit any such alleged violations.

20. This Settlement Agreement and Order resolves the civil claims of the United States, NFHA, and LIHS against Defendants for the violations alleged in the complaints filed in this action.

21. The United States, NFHA, and LIHS reserve all legal and equitable remedies available to enforce the provisions of this Agreement and Order, except as expressly stated herein.



## **VII. JURISDICTION, VENUE, SCOPE, AND DURATION OF AGREEMENT AND ORDER**

22. The parties stipulate and the Court finds that it has subject matter jurisdiction over this action pursuant to 42 U.S.C. § 3612(o) of the Fair Housing Act and 28 U.S. §§ 1331 and 1345. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because the alleged discriminatory conduct took place in this district and the apartment at issue is located in a house that lies in this district.

23. The Court shall retain jurisdiction for three years from date of entry of this Agreement and Order for the purpose of enforcing the Agreement's terms, after which time the case shall be dismissed with prejudice. The United States, NFHA or LIHS may, however, move the Court to extend the duration of the Agreement and Order in the interests of justice.

24. The parties to this Agreement and Order shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Agreement prior to bringing such matters to the Court for resolution. However, if the parties are not able to resolve their differences informally, the United States, NFHA, and LIHS reserve the right to 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. NFHA and LIHS may seek attorneys' fees and costs as part of any motion brought under this paragraph.

## **VIII. INTEGRATION**

25. This Agreement and Order constitutes the final, complete, and exclusive agreement and understanding among the parties with respect to the settlement embodied in the Agreement and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. No other document, nor any representation,

inducement, agreement, understanding, or promise, constitutes any part of this Agreement and Order, nor shall it be used in construing the terms of this Agreement.

**IX. SIGNATORIES/SERVICE**

26. The undersigned representatives of Defendants, the Department of Justice, NFHA, and LIHS certify that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and Order and to execute and legally bind the party he or she represents to this document.

27. This Agreement and Order may be signed in counterpart, and its validity shall not be challenged on that basis.

FOR PLAINTIFF UNITED STATES OF AMERICA:

Dated: October 21, 2010  
Brooklyn, NY

LORETTA E. LYNCH  
United States Attorney  
Eastern District of New York  
271 Cadman Plaza East  
Brooklyn, NY 11201

By: \_\_\_\_\_  
TIMOTHY D. LYNCH  
Assistant U.S. Attorney  
(718) 254-6288/7000

FOR PLAINTIFFS/INTERVENORS:

Dated: [November 15], 2010  
Washington, DC

RELMAN & DANE PLLC  
1225 Nineteenth St., NW  
Suite 600  
Washington, DC 20036

By: \_\_\_\_\_  
STEPHEN M. DANE  
D. SCOTT CHANG  
(202) 728-1888

CATHRYN A. HARRIS  
PO Box 285  
Sea Cliff, NY 11579

By: \_\_\_\_\_  
CATHRYN. A. HARRIS  
(516) 382-7082

FOR DEFENDANTS:

Dated: [November 5], 2010  
New York, NY

LAW OFFICE OF JOSEPH I. STONE  
277 Broadway  
New York, NY 10007

By: \_\_\_\_\_  
JOSEPH I. STONE  
(212) 732-2270

[The clerk shall close this case for administrative purposes.]

SO ORDERED

\_\_\_\_\_  
s/ENV  
HONORABLE ERIC N. VITALIANO  
United States District Judge

Entered November 29, 2010

**Attachment A**

**RELEASE OF CLAIMS**

In consideration of payment of the sum of [INTENTIONALLY LEFT BLANK] (the "Settlement Sum"), pursuant to the Settlement Agreement and Order entered in *United States v. Emanuil Uvaydov, et al.*, Civil Action No. 09-4109 (E.D.N.Y.), \_\_\_\_\_ hereby releases and forever discharges EMANUIL UVAYDOV and VYACHESLAV UVAYDOV (COLLECTIVELY, "DEFENDANTS"), their agents, successors, or assigns from all claims or causes of action which \_\_\_\_\_, its parents, subsidiaries, predecessors, affiliates, successors, assigns, officers, directors, employees, agents, and/or representatives, ever had, now have, or hereafter ever may have against Defendants, their agents, successors, or assigns, past and present, for, or on account of, the incidents or circumstances giving rise to the above-captioned action.

Dated: \_\_\_\_\_, 2010

\_\_\_\_\_  
[\_\_\_\_\_]

Before me on this \_\_\_\_ day of \_\_\_\_\_, 2010 came \_\_\_\_\_ to me known, who by me duly sworn, did depose and say that deponent is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described herein, that deponent is duly authorized to execute this SETTLEMENT AGREEMENT AND ORDER on behalf of the corporation, and that he or she is executing the SETTLEMENT AGREEMENT AND ORDER on behalf of that corporation.

\_\_\_\_\_  
NOTARY PUBLIC