

Ramos, E.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 5/27/2015

UNITED STATES OF AMERICA,

Plaintiff,

v.

EAST RIVER HOUSING CORP.,

Defendant.

**STIPULATION AND ORDER OF
SETTLEMENT AND DISMISSAL**

13 Civ. 8650 (ER)

This Stipulation and Order of Settlement and Dismissal (“Stipulation and Order”) is entered into between the United States of America (the “United States” or the “Government”) and East River Housing Corp. (“East River”).

Background

WHEREAS, the United States brought this action (the “Action”) to enforce provisions of the Fair Housing Act, 42 U.S.C. §§ 3601-3619 (“FHA”). Specifically, the United States’ operative amended complaint in this action, filed on January 17, 2014, alleges that East River has discriminated and retaliated against certain of its residents — complainants Stephanie Aaron (“Aaron”), Amy Eisenberg (“Eisenberg”), and Steven Gilbert (“Gilbert”) — in violation of the FHA, and has engaged in a pattern or practice of FHA violations against its residents;

East River

WHEREAS, East River is a private 1,672-unit housing cooperative with a management office at 530 Grand Street, New York, New York 10002, and buildings at 453, 455, 457, 473, 475, and 477 FDR Drive, New York, New York 10002, and at 568, 570, 572, 573, 575, and 577 Grand Street, New York, New York, 10002;

WHEREAS, Article 14 of East River's Proprietary Lease and House Rule 27 specifically prohibit dogs and other animals in East River's buildings without East River's "prior written consent," and Article 3, paragraph 5(f) of the Proprietary Lease entered into by and between East River and its residents states that all House Rules are to be considered "substantial obligations" of tenancy at East River;

WHEREAS, East River has no written policy regarding providing reasonable accommodations for residents with disabilities, though East River maintains it has an unwritten policy in this regard;

WHEREAS, East River has defended this action and denied the Government's allegations;

Complainant Stephanie Aaron

WHEREAS, on or about August 22, 2012, Aaron took in an abandoned dog and named her Rosie;

WHEREAS, on or about September 20, 2012, after receiving a notice to cure, Aaron requested that she be allowed to keep Rosie as a reasonable accommodation of a disability;

WHEREAS, on or about October 18, 2012, East River served a notice of termination on Aaron;

WHEREAS, on November 11, 2012, Aaron received a notice of petition holdover, Index No. 087932/2012, notifying her that a Summary Holdover Proceeding regarding her eviction for violating East River's proprietary lease (the "Aaron Housing Court Proceeding") had been commenced in Civil Court of the City of New York, Housing Part (the "Housing Court");

WHEREAS, on December 11, 2012, Aaron filed a verified complaint with the U.S. Department of Housing and Urban Development (“HUD”) alleging discrimination on the basis of disability;

WHEREAS, Aaron’s December 11, 2012, Complaint was referred by HUD to the New York State Division of Human Rights (“NYSDHR”);

WHEREAS, NYSDHR issued orders dated April 23, 2013, and May 22, 2013, with respect to Aaron’s complaint;

WHEREAS, the New York State Appellate Division, Second Department, issued an order dated April 17, 2014, with respect to NYSDHR’s orders;

WHEREAS, on April 23, 2013, the Housing Court issued an order granting judgment to East River in the Aaron Housing Court Proceeding;

WHEREAS, on October 23, 2013, HUD issued a Charge of Discrimination pursuant to 42 U.S.C. § 3610(g)(2)(A), charging East River with engaging in discriminatory housing practices against Aaron in violation of the FHA;

WHEREAS, East River denied those charges;

WHEREAS, East River and Aaron have reached agreement on a resolution of the Aaron Housing Court Proceeding and have indicated their joint desire that the United States discontinue its litigation on behalf of Aaron on the basis of their agreement;

Complainant Steven Gilbert

WHEREAS, beginning in November 2011, there was a dog named Olive Oil in Gilbert’s apartment;

WHEREAS, after receiving a notice to cure and notice of termination, Gilbert requested that he be allowed to keep Olive Oil in his apartment as a reasonable accommodation of a disability;

WHEREAS, East River did not consent to permit Gilbert to keep the dog;

WHEREAS, on or about January 23, 2012, Gilbert received a notice of petition holdover, Index No. 052689/2012, notifying him that a Summary Holdover Proceeding regarding his eviction for violating East River's proprietary lease (the "Gilbert Housing Court Proceeding") had been commenced in Housing Court;

WHEREAS, in February 2012, the dog was removed from Gilbert's apartment;

WHEREAS, in January 2013, Gilbert sought East River's permission to obtain a dog of his own as a reasonable accommodation of a disability, which request East River subsequently denied;

WHEREAS, on or about February 14, 2013, East River moved for an order deeming it to be the prevailing party in the Gilbert Housing Court Proceeding and for an award of attorney's fees;

WHEREAS, on December 30, 2013, the Housing Court entered final judgment against Gilbert in the amount of \$30,087.29, Index No. 052689/2012, Judgment Seq. #001 (the "Gilbert Housing Court Judgment") for East River's attorneys' fees incurred in the proceedings before that court;

WHEREAS, on May 30, 2013, Gilbert filed a verified complaint with HUD alleging discrimination on the basis of disability and further alleging that East River interfered with his exercise of rights protected by the FHA;

WHEREAS, East River denied the allegations set forth in said complaint;

WHEREAS, on December 19, 2013, HUD issued a Charge of Discrimination pursuant to 42 U.S.C. § 3610(g)(2)(A), charging East River with engaging in discriminatory housing practices against Gilbert in violation of the FHA;

WHEREAS, East River denied those charges;

Complainant Amy Eisenberg

WHEREAS, in February 2012, without requesting or obtaining the advance written consent of East River, Eisenberg brought a dog, which she named Ruby, into her apartment at East River;

WHEREAS, after receiving a notice to cure and notice of termination, on June 4, 2012, Eisenberg received a notice of petition holdover, Index No. 67574/12, notifying her that a Summary Holdover Proceeding regarding her eviction (the “Eisenberg Housing Court Proceeding”) had been commenced in Housing Court;

WHEREAS, in April 2013, Eisenberg moved to file an amended answer in the Eisenberg Housing Court Proceeding that included, for the first time, an affirmative defense under the FHA;

WHEREAS, on May 29, 2013, Eisenberg filed a complaint with HUD alleging discrimination on the basis of disability;

WHEREAS, East River denied the allegations in the complaint;

WHEREAS, on December 10, 2013, HUD issued a Charge of Discrimination pursuant to 42 U.S.C. § 3610(g)(2)(A), charging East River with engaging in discriminatory housing practices against Eisenberg in violation of the FHA;

WHEREAS, Eisenberg and East River agreed to stay the proceedings in Housing Court pending the resolution of the instant Action;

* * *

WHEREAS, on November 8, 2013, December 18, 2013, and January 2, 2014, respectively, East River timely elected to have the HUD charges with respect to the three complainants, resolved in a federal civil action pursuant to 42 U.S.C. § 3612(a);

WHEREAS, on December 5, 2013, the United States filed a complaint (the “Complaint”) in the United States District Court for the Southern District of New York (this “Court”) in the above-captioned case (this “Action”) including a claim of FHA violations on behalf of Aaron;

WHEREAS, on January 17, 2014, the United States filed an amended complaint (the “Amended Complaint”) in this Action including claims of FHA violations on behalf of all three complainants, and a claim that East River engaged in a pattern or practice of FHA violations against its residents;

WHEREAS, East River submitted an answer to the Amended Complaint denying the Government’s allegations, and setting forth a number of affirmative defenses, as well as a counterclaim;

WHEREAS, the United States and East River wish to resolve all of the Government’s claims brought in this Action and all of East River’s defenses and counterclaims with respect to the Government’s claims by entering into this Stipulation and Order of Settlement and Dismissal (the “Stipulation and Order”);

AND WHEREAS, the United States and East River agree that this Court has jurisdiction over the subject matter of the Action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 3612(o) and 3614(a).

It is hereby STIPULATED, AGREED, and ORDERED as follows:

GENERAL TERMS

1. East River and each of its officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with it, will not discriminate on the basis of disability as prohibited by the FHA. Specifically, East River and each of its officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with it, will not:

(a) discriminate in the sale or rental, or otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability of the buyer or renter, in violation of 42 U.S.C. § 3604(f)(1)(A);

(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);

(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);

(d) coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of any person having exercised or enjoyed, or on account of any person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by Section 3604 of the FHA, in violation of 42 U.S.C. § 3617.

2. As soon as reasonably possible, but no later than fifteen (15) days after the entry of this Stipulation and Order, East River shall adopt and implement the reasonable

accommodation policy for receiving and handling requests for reasonable accommodations made by individuals with disabilities, entitled “East River Reasonable Accommodation Policy,” attached hereto in **Appendix A**. Nothing in this Stipulation and Order or in the East River Reasonable Accommodation Policy precludes East River from pursuing claims against shareholders or other residents under state law to the extent that there is no conflict between its pursuit of those claims and the Fair Housing Act.

3. East River shall provide notice and documentation to the United States within fifteen (15) days of adoption and implementation of the East River Reasonable Accommodation Policy.

4. No later than thirty (30) days after the entry of this Stipulation and Order, East River shall provide a copy of the East River Reasonable Accommodation Policy to all of its agents and employees involved in managing, selling or leasing apartments (excluding third-party brokers) at East River or involved in enforcing any of East River’s rules or regulations relating to reasonable accommodations. East River shall secure the signed statement from each such agent or employee acknowledging that he or she has received the East River Reasonable Accommodation Policy, and has had an opportunity to read it (including all appendices thereto) and to have questions about the documents answered. This statement shall be substantially similar to the form of **Appendix B**. East River will similarly provide any new agent or employee of East River involved in managing, selling, or leasing apartments at East River or involved in enforcing any of East River’s rules or regulations, no later than thirty (30) days after the date he or she commences such agency or employment relationship with East River, a copy of the East River Reasonable Accommodation Policy, and East River shall require each such new agent or employee to sign a statement acknowledging that he or she has received the East River

Reasonable Accommodation Policy, and has had an opportunity to read it and to have questions about the documents answered.

5. East River shall provide annual training regarding the FHA and the East River Reasonable Accommodation Policy to all current or future agents or employees who receive, process, review, make determinations, or are involved in enforcing any of East River's rules or regulations with regard to the presence of animals or any reasonable accommodation request. Within ten (10) days of conducting the first such training, East River shall provide a copy of the training materials, attendance records, and signed Acknowledgments of Receipt of East River Reasonable Accommodation Policy to the Government. East River agrees to make future training materials attendance records, and signed acknowledgements of receipt available to the Government upon reasonable request.

6. East River shall post the East River Reasonable Accommodation Policy on its website in a conspicuous location and accessible format.

7. East River shall, no later than ten (10) days after the adoption of the East River Reasonable Accommodation Policy, notify each resident of East River of the adoption and implementation of the policy by placing an announcement regarding the adoption of the East River Reasonable Accommodation Policy in its next resident newsletter, which announcement shall include a summary of the East River Reasonable Accommodation Policy and a link to the full policy on East River's website. Within fifteen (15) days of the publication of the notice in the resident newsletter, East River shall provide a copy of the newsletter to the Government. East River shall also include the East River Reasonable Accommodation Policy in the written materials it provides to new residents.

8. For two (2) years after this Stipulation and Order is entered, East River shall provide the United States with a copy of any written administrative or judicial fair housing complaint against East River or any of its officers, employees, agents, successors, or assigns, alleging unlawful disability discrimination under the FHA (“FHA Complaint”), and shall do so within twenty (20) days after receipt of any FHA Complaint. Upon reasonable notice, East River shall also provide the United States all non-confidential information the United States may request concerning any FHA Complaint. Within twenty (20) days after the resolution of any FHA Complaint, East River shall provide the United States a copy of any document reflecting such resolution.

9. All notifications to the United States pursuant to this Stipulation and Order shall be sent to:

United States Attorney’s Office
Southern District of New York
Attention: Chief, Civil Rights Unit
86 Chambers Street, 3rd Floor
New York, New York 10007

With a copy to:

Elizabeth M. Tulis
Jean-David Barnea
Assistant United States Attorneys
86 Chambers Street, 3rd Floor
New York, New York 10007
Tel. No. (212) 637-2725
Fax No. (212) 637-2702
Elizabeth.Tulis@usdoj.gov
Jean-David.Barnea@usdoj.gov

10. The Government’s claims in this Action, including all claims in the Complaint, Amended Complaint, and Proposed Second Amended Complaint, are hereby dismissed with prejudice, except as otherwise provided in Paragraph 11 herein.

11. Should East River fail to timely make any required settlement payment described herein or materially breach any other provision of this Stipulation and Order, the Government reserves the right to move to reinstate some or all of its claims in this Action, as may be appropriate, or to seek an order compelling specific performance of the terms of this Stipulation and Order. Before moving to reinstate the any of its claims or seeking an order compelling specific performance, the Government shall first provide East River notice of its breach in writing and shall afford it 30 days from the date of mailing to cure the default. Notice of default shall be mailed to East River at the following address:

East River Housing Corp.
Attention: Management Office
530 Grand Street
New York, New York 10002

With a copy to:

Bradley Silverbush, Esq.
Rosenberg & Estis, P.C.
733 Third Avenue
New York, New York 10017
Tel. No. (212) 551-8409
Fax No. (212) 551-8484
bsilverbush@rosenbergestis.com

12. East River's counterclaims in this Action are hereby dismissed with prejudice.

13. Within five (5) days of this Stipulation and Order, East River shall file a notice with the United States Court of Appeals for the Second Circuit informing that court of the dismissal of this action and of the discontinuation with prejudice of its appeal, *United States v. East River Housing Corp.*, No. 15-218 (2d Cir.).

14. Each party to this litigation will bear its own costs and attorneys' fees.

15. This Court shall maintain jurisdiction over this Action to enforce the terms of this Stipulation and Order.

16. Upon entry of this Stipulation and Order and the dismissal of this case, any and all stays or injunctions heretofore entered by the Court are vacated.

TERMS WITH RESPECT TO STEVEN GILBERT

17. Gilbert shall be permitted to obtain one dog and keep it in his apartment at East River for as long as Gilbert resides at East River without the need to make any request or application to East River or receive any approval from East River. Gilbert shall be entitled to replace such dog with another dog in his apartment, if he so chooses, at any time during his residency at East River without the need to make any request or application to East River or receive any approval from East River.

18. Within thirty (30) days of this Stipulation and Order, East River shall pay Gilbert the sum of Thirty Thousand Dollars (\$30,000).

19. Within thirty (30) days of this Stipulation and Order, East River shall file papers with the Housing Court indicating that the Gilbert Housing Court Judgment has been satisfied. Within ten (10) days of filing such papers, East River shall send copies of its satisfaction papers to Gilbert, Gilbert's mortgage lender, and the United States. East River shall take no action to collect the Gilbert Housing Court Judgment from Gilbert or anyone on his behalf (including his mortgage lender).

20. In order for this Stipulation and Order to come into effect with respect to Gilbert, Gilbert shall execute a release of claims against East River in the form attached hereto as **Exhibit C**.

TERMS WITH RESPECT TO AMY EISENBERG

21. Eisenberg shall be permitted to keep Ruby in her apartment at East River for as long as Eisenberg resides at East River without the need to make any request or application to

East River or receive any approval from East River. Eisenberg shall be entitled to replace Ruby with another dog in her apartment, if she so chooses, at any time during her residency at East River without the need to make any request or application to East River or receive any approval from East River, but shall not be permitted to keep more than one dog at any time.

22. Within thirty (30) days of this Stipulation and Order, East River shall pay Eisenberg the sum of Fifty-Five Thousand Dollars (\$55,000), which payment shall be made to Eisenberg's counsel, Moritt Hock & Hamroff LLP.

23. East River shall credit Eisenberg eight (8) months' worth of the "basic maintenance" amount she pays East River monthly in connection with her proprietary lease (\$685.39 per month, for a total credit of \$5,483.12), and shall eliminate all outstanding late fees associated with Eisenberg's maintenance payments, as shown in **Exhibit D**.

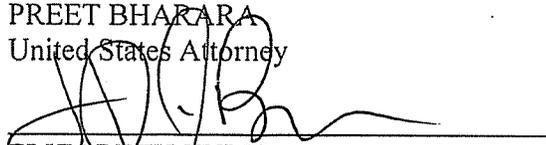
24. Within thirty (30) days of this Stipulation and Order, East River and Eisenberg shall file papers with the Housing Court discontinuing the Eisenberg Housing Court Action — including all claims, counterclaims, and defenses therein — with prejudice, without costs or attorneys' fees for either party.

25. In order for this Stipulation and Order to come into effect with respect to Eisenberg, Eisenberg shall execute a release of claims against East River in the form attached hereto as **Exhibit E**.

For the United States:

PREET BHARARA
United States Attorney

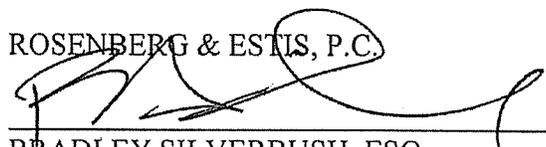
By:


ELIZABETH TULIS
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For East River:

ROSENBERG & ESTIS, P.C.

By:


BRADLEY SILVERBUSH, ESQ.
733 Third Avenue
New York, New York 10017
Tel. No. (212) 551-8409
Fax No. (212) 551-8484
bsilverbush@rosenbergestis.com

SO ORDERED.


HON. EDGARDO RAMOS
United States District Judge

May 27, 2015
Date

APPENDIX A -- EAST RIVER REASONABLE ACCOMMODATION POLICY

EAST RIVER GUIDELINES REGARDING ASSISTANCE ANIMALS

- A. East River will grant reasonable accommodation requests consistent with the enclosed policy and the following relevant statutes:
1. 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)).
 2. 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.
 3. 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 genito-urinary systems; the hemic and lymphatic systems; the immunological systems; the skin; and the endocrine system; or (2) a mental or psychological impairment.
- B. East River will review and respond with reasonable promptness to all reasonable accommodation requests.
- C. All information received by East River regarding an individual’s stated disability, including physical, mental, psychological, and/or psychiatric conditions, and disability-related need for a requested accommodation shall be kept confidential unless the individual authorizes the release of the information or East River is required to produce the information in response to a subpoena or court order.
- D. If the individual has a disability and a disability-related need for a reasonable accommodation under federal, state or local law, East River will grant such accommodation, including a request to keep a service or assistance animal, as required by law and East River’s Reasonable Accommodation Policy. East River will not retaliate against any person because that individual has requested or received a reasonable accommodation. East River will not discourage any individual from

making a reasonable accommodation request, including a request to keep a service or assistance animal. While it is East River's policy to not allow any pets at East River, service or assistance animals are not pets. However, an individual must request a reasonable accommodation to East River's pet policy in order to keep an assistance animal at East River.

Rules applicable to pets do not apply to service or assistance animals, except as provided in East River's Reasonable Accommodation Policy. However, when service or assistance animals are in East River's common or public areas, the service or assistance animal must be kept on a leash or in a carrier or cage, unless those devices prevent service animals from performing a disability-related task. Additionally, like any other resident, owners of service or assistance animals remain subject to the provisions of their Proprietary Lease. 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. With respect to taking action against residents for damage they or their animals cause, East River will treat damage caused by service or assistance animals the same as comparable damage caused by residents, their guests, or pets or other animals.

EAST RIVER REASONABLE ACCOMMODATION POLICY

East River is committed to granting reasonable accommodations to its rules, policies, practices, or services when such accommodations may be necessary to afford people with disabilities an 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 East River'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. East River may deny the requested accommodation if providing it would impose an undue financial and administrative burden on East River or fundamentally alter the nature of East River's operations. If granting a reasonable accommodation would impose an undue financial and administrative burden or would fundamentally alter the nature of East River's operations, East River will consult with you and provide any accommodation that would not impose such a burden or result in a fundamental alteration.

East River accepts reasonable accommodation requests from persons with disabilities and those acting on their behalf. Reasonable Accommodation Request forms are available in the Management Office, and may be returned to that office when complete. If you require assistance in completing the form, please contact Shulie Wollman at (212) 677-5858, extension 316. If you wish to make the request orally, please contact Shulie Wollman at (212) 677-5858, extension 316. East River will keep a record of all requests.

We will make a reasonably prompt decision on your request. If the request is of a time-sensitive nature, please let us know and we will 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 East River's policy to seek only the information needed to determine if a reasonable accommodation should be granted under federal, state, or local law. The information we may seek is set forth in the forms attached to this policy. 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 the reasons for our denial. If we believe that the requested accommodation poses an undue financial and administrative burden or a fundamental alteration to the nature of East River's operations, we will schedule a meeting at a mutually convenient time to discuss possible alternative accommodations. If agreement on an alternative accommodation is not reached, we will send you a letter providing East River's decision on your requested accommodation and a detailed explanation of East River's reasons for a denial or decision to grant an alternative accommodation.

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:

<p>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 (800) 496-4294 http://hud.gov/complaints/</p>	<p>New York State Division of Human Rights 55 Hanson Place, Room 1084 Brooklyn, NY 11217 Tel No. (718) 722-2385 TDD: (718) 741-8300 http://www.dhr.state.ny.us/</p>	<p>New York City Commission on Human Rights Manhattan Regional Office 100 Gold Street, Suite 4600 New York, NY 10038 P.O. Box 2023 New York, NY 10272 (212) 306-7560 http://www.nyc.gov/cchr</p>
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Assistance Animals

One common 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, 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. East River is dedicated to ensuring that individuals with disabilities may keep such animals in East River as 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. It is often readily apparent that an animal is trained to do work or perform tasks for an individual 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 service animal, East River will not inquire about the individual's disability or the animal's training.

In the case of an individual 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 individual's disability, East River may require a statement from a health or social service professional¹ 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 symptoms or effects of the disability.

¹ "Health or social service professional" means a person who provides medical care, therapy or counseling to persons with the type of disability at issue, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.

In the case of an individual who requests a reasonable accommodation for an assistance animal that does work or performs tasks for the benefit of a person with a disability, East River may require that the individual provide:

- i. A statement from a health or social service professional indicating that the person has a disability, and
- 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 an assistance animal that both provides emotional support or other assistance that ameliorates one or more symptoms or effects of a disability and does work or performs tasks for the benefit of a person with a physical disability, East River may require compliance with either of the two preceding paragraphs, but not both.—In the case of an assistance animal — other than a service animal — East River prefers but does not require that the applicant choose the smallest animal that meets the applicant’s individual needs.

FORM A: APPLICATION FOR REASONABLE ACCOMMODATION

PLEASE COMPLETE THIS FORM TO REQUEST AN ACCOMMODATION. IF YOU REQUIRE ASSISTANCE COMPLETING THIS FORM, OR WISH TO MAKE THE REQUEST ORALLY, PLEASE CONTACT SHULIE WOLLMAN AT (212) 677-5858, EXT. 316. EAST RIVER WILL KEEP A RECORD OF ALL REQUESTS.

SHAREHOLDER NAME: _____

ADDRESS: _____ TELEPHONE #: _____

PERSON REQUESTING ACCOMMODATION: _____

(IF DIFFERENT FROM SHAREHOLDER)

RELATIONSHIP TO SHAREHOLDER: _____

-
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.

 3. If you are requesting permission to have an assistance animal in your apartment where it is not readily apparent that the animal is a service animal please answer the following:
 - (a) Type of animal (for example, dog or cat):

 - (b) Is the animal required because of a disability? _____Yes_____No

 - (c) 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

 - (d) If the answer to 3(c) is YES:
 - a. 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

 - b. explain below how the animal has been trained to do work or perform tasks that ameliorate 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 ameliorate one or more symptoms of effects of your disability:

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

(e) If the answer to 3(c) is NO:

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 ameliorates 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 ameliorate one or more symptoms or effects of your disability and how the animal ameliorates the symptoms or effect.

Please attach such a statement to this application. You may use, but are not required to use, Form B.

(f) East River may deny a request to keep an assistance animal on 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 a another reasonable 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. East River will base such a determination only upon reliable, objective evidence of the specific animal’s actual behavior or conduct, and not on speculation or fear about the types of harm or damage an animal may cause.

(g) If the assistance animal is a dog or cat, please provide a copy of the animal’s rabies certificate that is required by New York law. If you have not selected an animal at the time you complete this application, East River may approve the application with the condition that the applicant must submit a copy of the animal’s rabies certificate that is required by New York law, before the selected animal moves in.

4. If you are requesting a physical change to the interior of your unit, please describe the modifications. Please also submit a written request as provided for in the proprietary lease and house rules, and comply with any local, State, and Federal laws pertaining to same (e.g., securing the necessary Department of Building permits, maintaining necessary insurance, etc.).

5. If you are requesting a physical change to the exterior of your unit or to a public or common use area, please describe the modification. Please also submit a written request as provided for in the proprietary lease and house rules, and comply with any local, State, and Federal laws pertaining to same (e.g., securing the necessary Department of Building permits, maintaining necessary insurance, etc.).

6. If you are requesting a different accommodation, please describe it here:

Date

Signature

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?

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
EAST RIVER REASONABLE ACCOMMODATION POLICY**

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

_____, 20__

Employee Signature

APPENDIX C

In exchange for the relief the United States of America has obtained in its claim on my behalf in the lawsuit captioned *United States v. East River Housing Corp.*, No. 13 Civ. 8650 (ER) (S.D.N.Y.) (the “Action”), I, Steven Gilbert, hereby release East River Housing Corp. (“East River”) from all claims arising on or before the date of my signature below under federal, state, and local civil rights law, including but not limited to the Fair Housing Act, in any way relating to East River’s alleged failure to provide me with a reasonable accommodation for my disability by permitting me to keep an emotional support animal in my East River apartment or to East River’s alleged retaliation against me for exercising my rights under the Fair Housing Act, as set forth in the Amended Complaint in the Action.

5/21/2015
Date

Steve Gilbert
Steven Gilbert

APPENDIX E

In exchange for the relief the United States of America has obtained in its claim on my behalf in the lawsuit captioned *United States v. East River Housing Corp.*, No. 13 Civ. 8650 (ER) (S.D.N.Y.) (the “Action”), I, Amy Eisenberg, hereby release East River Housing Corp. (“East River”) from all claims arising on or before the date of my signature below under federal, state, and local civil rights law, including but not limited to the Fair Housing Act, in any way relating to East River’s alleged failure to provide me with a reasonable accommodation for my disability by permitting me to keep an emotional support animal in my East River apartment, as set forth in the Amended Complaint in the Action.

Date

Amy Eisenberg