

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

Plaintiff,

- against -

TRUMP VILLAGE SECTION IV INC. AND IG
OBERMAN,

Defendants.

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**SETTLEMENT
AGREEMENT**

Civil Action No.
15-CV-7306

(Garaufis, J.)
(Scanlon, M.J.)

INTRODUCTION

Background

This Settlement Agreement (“Agreement”) is entered into between the United States of America and defendants Trump Village Section IV Inc. and Igor Oberman (“Trump Village”).

WHEREAS, Trump Village is an approximately 1,144-unit cooperative apartment building located in Brooklyn, New York. It is owned by shareholders, most of whom are residents of the building. It has no current affiliation or connection to the current President of the United States; and

WHEREAS, until approximately June 2015, Trump Village had a policy prohibiting its residents from keeping any animals. The United States contends that Trump Village did not have any policies or procedures for its residents to request reasonable accommodations to permit them to keep assistance animals; and

WHEREAS, between 2012 and 2015, at least four residents of Trump Village filed administrative complaints with the United States Department of Housing and Urban Development (“HUD”) alleging that Trump Village violated the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3601 through 3619 by refusing to allow them to keep their emotional support dogs (the “HUD Complaints”). The HUD Complaints were filed by Eugene and Galina Ovsishcher, Nicole Sable Bell, Neil and Inna Lomanov (collectively, the “Aggrieved Residents”) and Barbara Snyder (“Ms. Snyder”); and

WHEREAS, Ms. Snyder’s complaint was resolved in or around July 2013, and the terms of the settlement, which were memorialized in a conciliation agreement, required Trump Village to accommodate individuals with disabilities, comply with the FHA, and ensure that its board members and managers participate in HUD provided training concerning the requirements of the FHA. In or around December 2013, HUD provided FHA training to members of Trump Village’s board of directors and management company; and

WHEREAS, the United States contends that Trump Village denied requests for reasonable accommodations by Eugene Ovsishcher, Nicole Sable Bell, and Inna Lomanov seeking permission to keep emotional support animals. Trump Village contends that they had no notice that the Aggrieved Residents required assistance animals; and

WHEREAS, Trump Village served Notices of Termination to the Aggrieved Residents and commenced proceedings in the Civil Court of the City of New York, County of Kings seeking to evict the Ovsishchers and the Lomanovs; and

WHEREAS, Trump Village contends these proceedings were filed in order to preserve its rights pursuant to § 27-2009.1 of the Administrative Code of the City of New York, which requires such proceedings to be initiated within 90 days; and

WHEREAS, Trump Village served Notices to Quit, terminating the licenses for parking spaces used by Nicole Sable Bell and Neil and Inna Lomanov; and

WHEREAS, the Aggrieved Residents incurred legal fees as a result of the Notices of Termination, Notices to Quit, and Civil Court proceedings; and

WHEREAS, the United States filed the complaint in this action on December 23, 2015 to enforce provisions of the FHA, alleging, *inter alia*, that Trump Village has violated the FHA by discriminating against residents with disabilities by improperly denying them the right to keep emotional support animals, and has retaliated against them for attempting to enforce their rights pursuant to the FHA; and

WHEREAS, Trump Village denies the United States' allegations; and

WHEREAS, the parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 3612(o) and 3614(a), and

WHEREAS, the parties wish to resolve this matter now, and avoid the costs and uncertainty of litigation, and, therefore, enter into the following settlement agreement.

1. In consideration of, and consistent with, the terms of this Agreement, the Parties will file a stipulation dismissing with prejudice the lawsuit entitled United States of America v. Trump Village Section IV Inc. and Igor Oberman, No. 15-CV-7306 (NGG)(VMS), as set forth in Paragraph 16. The form of the Stipulation of Dismissal is attached to this agreement as Exhibit D.

2. As part of this agreement, Trump Village and its board members, officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with Trump Village, agree to comply with the FHA. Specifically, Trump Village and each of its board members, officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with Trump Village, shall 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) so long as Trump Village has been made aware of the need for such reasonable accommodation and has been provided with the opportunity to make such accommodations for its lawful occupants and owners;
- 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.
- e. Except as specified in this agreement, nothing contained herein shall be construed to impede or interfere with the ordinary course of business conducted by Trump Village and its rights to enforce all obligations, rules and regulations on owners, occupants, visitors, renters, buyers, subleasees, and licensees as set forth in the Trump Village Plan of Reconstitution, resolutions of the Board of Directors, terms of the Occupancy Agreement, the Bylaws of Trump Village as amended from time

to time, and the rules and regulations as set forth by the Board of Directors or by shareholder referendum so long as such enforcement is not discriminatory.

- f. Nothing herein shall limit Trump Village's right to require reasonable compliance with its rules and regulations, so long as such rules and regulations are consistent with the rights of individuals under the Fair Housing Act.

I. IMPLEMENTATION OF REASONABLE ACCOMMODATION POLICY

3. As soon as reasonably possible, but no later than 45 days after the execution of this Agreement, Trump Village agrees to adopt and implement the Reasonable Accommodation Policy attached hereto as Appendix A (the "Trump Village Reasonable Accommodation Policy").

4. Because Trump Village no longer prohibits residents from keeping animals, all residents who wish to have emotional support animals may do so. Accordingly, the section of the Reasonable Accommodation Policy regarding emotional support animals will only go into effect if Trump Village prohibits or limits in any way its residents' abilities to keep emotional support animals.

5. Trump Village shall provide to the United States written confirmation that the Trump Village Reasonable Accommodation Policy has been adopted and implemented within 21 days of execution of this Agreement.

6. For a period of three years after adopting the Trump Village Reasonable Accommodation Policy, Trump Village agrees not to adopt any revisions to the policy without prior approval from the United States. Requests for approval shall be addressed to: United States Attorney's Office for the Eastern District of New York, Attn: Chief of Civil Rights, Civil Division, 271 Cadman Plaza East, Brooklyn, New York 11201. The United States will not unreasonably withhold such approval and shall respond to the request within 30 business days.

II. EDUCATION

7. No later than 60 days after the execution of this Agreement, Defendants shall provide a copy of this Agreement to all current board members, and management employees involved in the development and/or implementation of Trump Village policy. Defendants shall obtain a signed acknowledgment from each board member and management employee involved in the development and/or implementation of Trump Village policy that he or she has received the Agreement and has had an opportunity to read it and to have any questions about it answered. All new board members and employees involved in the development and/or implementation of Trump Village policy shall be provided a copy of this Agreement and acknowledge in writing that they have received it within thirty day from the date they become a board member or employee. The statement acknowledging receipt shall be substantially similar to the form of Appendix B. Should a board member or employee refuse to sign the form, defendants shall document the individual's refusal and certify that the individual was provided with all of the required information.

III. RELIEF TO THE AGGRIEVED RESIDENTS

8. The Aggrieved Residents shall be permitted to keep their respective assistance animals in their apartments at Trump Village for as long as they reside there without requesting or applying for Trump Village for approval. This section does not prejudice Trump Village's right to take reasonable actions that are proper under both the law and the Reasonable Accommodation Policy to address shareholder complaints.

9. The parties acknowledge that Trump Village already has refunded to the Aggrieved Residents any and all amounts Trump Village required them to pay to register their emotional support dogs. In furtherance of this agreement, within 45 days after the execution of this Agreement, Defendants shall deliver to the United States, via mail to the United States Attorney's

Office for the Eastern District of New York, Attn: AUSA Seth D. Eichenholtz, 271 Cadman Plaza East, Brooklyn, New York 11201, checks payable to the Aggrieved Residents in the following amounts as payment of the legal fees and expenses incurred by them in connection with their efforts to enforce their rights pursuant to the FHA and other compensation:

- a. Eugene and Galina Ovsishcher - \$15,000
- b. Nicole Bell - \$7,000
- c. Neil and Inna Lomanov - \$18,000

10. Upon delivery of executed copies of the release in the form annexed hereto as Appendix C, the United States shall forward said checks to the Aggrieved Residents and copies of the releases to counsel for the Defendants.

V. CIVIL PENALTY

11. Within 45 days after the execution of this Agreement, in furtherance of this settlement, the Defendants shall pay \$10,000 as a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C). Said funds shall be paid by electronic funds transfer, pursuant to instructions to be provided by the United States Attorney's Office for the Eastern District of New York.

VI. NOTICE OF REASONABLE ACCOMMODATION POLICY

12. No later than 45 days after execution of this Agreement, Trump Village shall post and prominently display in the resident mailbox area and in the management office a sign no smaller than 10 inches by 14 inches indicating that reasonable accommodations are available to persons with disabilities.

13. Trump Village shall also post the Trump Village Reasonable Accommodation Policy on its website in the same location and in the same format as it currently posts all other forms, documents, applications and other corporate governance documents that are accessible in

Word and .pdf formats.

VII. DURATION, EXECUTION, AND OTHER TERMS

14. This Agreement is effective on the date of signature of the last signatory to the Agreement. The Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one Agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

15. The duration of this Agreement shall be for a period of three (3) years from the date of execution.

16. Upon Defendants' completion of performance of the obligations set forth in paragraphs 9 and 11, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

17. Each Party shall bear its own legal and other costs incurred in connection with this action, including the preparation and performance of this Agreement.

18. For the duration of this Agreement, Trump Village shall provide the United States with a copy of all written administrative or judicial fair housing complaints against Trump Village or any of its officers, employees, board members, agents, successors, or assigns, alleging discrimination in housing ("Complaint"), and shall do so within 14 days after receipt of the Complaint. Any such Complaints shall be mailed to United States Attorney's Office for the Eastern District of New York, Attn: Chief of Civil Rights, Civil Division, 271 Cadman Plaza East, Brooklyn, New York 11201. Upon reasonable notice, Trump Village shall also provide the United States with all additional information it may request concerning any Complaint. Within 14 days after the resolution of any Complaint, Trump Village shall provide the United States a copy of any document reflecting such resolution.

19. Should Trump Village institute a policy or practice limiting residents' ability to reside with animals at any time during the duration of the Agreement, Trump Village must, within 90 days of enactment of such a policy or practice, and annually thereafter, submit annual reports to the United States providing the following information:

- a. A list of all persons, including contact information, who inquired about or applied for a reasonable accommodation so that they may live with an animal and the type of animal involved;
- b. the type of reasonable accommodation sought;
- c. whether or not, in each instance, the accommodation was granted;
- d. the date of the request;
- e. the names of all individuals who reviewed and/or decided the request on behalf of Trump Village; and
- f. if the request was denied, the reason for the denial.
- g. The reports shall be mailed to the United States Attorney's Office for the Eastern District of New York, Attn: AUSA Seth D. Eichenholtz, 271 Cadman Plaza East, Brooklyn, New York 11201.

20. The provision in paragraph 19 of this agreement shall not apply to a policy or practice of taking reasonable actions pursuant to resident complaints, unless those actions are inconsistent with or interfere with residents' ability to enjoy a reasonable accommodation afforded to them under the Fair Housing Act.

21. The United States may review compliance with this Agreement at any time. Defendants agree to cooperate with the United States in any review of compliance with this

Agreement. Upon reasonable notice, Defendants shall permit counsel for the United States to inspect and copy all non-privileged records pertinent to this Agreement.

22. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating any court action. If the United States believes that there has been a failure by the Defendants to perform in a timely manner any act required by this Agreement, or otherwise to act in conformance with any provision thereof, whether intentionally or not, the United States will notify Defendants in writing of its concerns and the Parties will attempt to resolve those concerns in good faith. The Defendants shall have fifteen (15) days from the date the United States provides notification of any breach of this Agreement to cure the breach.

23. If the Parties are unable to reach a resolution within 15 days, the United States may, until the Civil Action is dismissed, seek appropriate relief before the Court in the Civil Action. After the Civil Action is dismissed, the United States may bring a civil action for breach of this Agreement or any provision thereof, in the United States District Court for the Eastern District of New York. The United States may in such action seek to have the Court impose any remedy authorized at law or equity. This Court shall serve as the exclusive jurisdiction and venue for any dispute concerning this Agreement. The Parties consent to and agree not to contest the jurisdiction of this Court. The Parties further acknowledge that venue in this Court is appropriate and agree not to raise any challenge on this basis.

24. In the event the United States files a civil action as contemplated by paragraph 23, above, to remedy breach of this Agreement, the United States may seek, in addition to any remedy available under law or equity, an injunction mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief would be adequate. If such

a civil action is filed, Defendants expressly agree not to count the time during which this Agreement is in place, or use the terms or existence of this Agreement, to plead, argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

25. Failure by the United States to enforce any provision of this Agreement shall not operate as a waiver of the United States' right or ability to enforce any other provision of this Agreement.

26. The Parties agree that, as of the date of the dismissal of the Civil Action, litigation is not "reasonably foreseeable" concerning the matters described above or in the United States' Complaint. To the extent that any Party previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described above, the Party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any Party of any other obligations imposed by this Agreement.

Dated: Brooklyn, New York
~~June 18~~, 2017

JULY

BRIDGET M. ROHDE
Acting United States Attorney
Eastern District of New York
Attorney for Plaintiff
271 Cadman Plaza East
Brooklyn, New York 11201

By: 

Seth D. Eichenholtz
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(718) 254-7036
Seth.Eichenholtz@usdoj.gov

Dated: New York, New York
~~June 18~~, 2017

JULY

KAUFMAN BORGEEST & RYAN LLP
Attorney for Defendants
120 Broadway
New York, New York 10271

By: 

Cara A. O'Sullivan
(212) 994-6522

APPENDIX A

REASONABLE ACCOMMODATION POLICY

Trump Village Section 4, Inc. (“Trump Village West”) is committed to granting reasonable accommodations in its rules, policies, practices, or services when such accommodations may be necessary to afford people with disabilities the 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 Trump Village West’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.

Trump Village West accepts reasonable accommodation requests from persons with disabilities and those acting on their behalf. Reasonable Accommodation Request forms are available at the management office, and may be returned to that office when complete, either by delivering it in person or by mailing it to Manager, Trump Village West, 2928 West 5th Street, Brooklyn, New York 11224. If you require assistance in completing the form, or wish to make the request orally, please contact _____ at (____) _____ - _____. Trump Village West will keep a record of all requests.

We will make a decision on your request with thirty days. 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 Trump Village West’s policy to seek only the information needed to determine if a reasonable accommodation should be granted under federal, state or local law. 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 all of the reasons for our denial. 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:

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 1-800-496-4294 http://www.hud.gov/complaints	New York State Division of Human Rights One Fordham Plaza, 4 th Floor Bronx, NY 10458 Tel No. (718)741-8400 TDD: 1-718-741-8300 http://www.dhr.state.ny.us/	New York City Commission on Human Rights 100 Gold Street, Suite 4600 New York, NY 10038 (212)306-7450 http://www.nyc.gov/cchr
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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. Trump Village West is committed to ensuring that individuals with disabilities may keep such animals in Trump Village West to the extent 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 the benefit of a person with a disability, such as a dog that guides an individual with a visual impairment. Where it is readily apparent that an animal is a trained service animal, Trump Village West will not inquire about the individual's disability or the animal's training.

In the case of a resident 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 resident's disability, Trump Village West 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.

In the case of a resident who requests a reasonable accommodation for an assistance animal that does work or performs tasks for the benefit of a person with a disability, Trump Village West may require that the resident 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.

If an assistance animal both provides emotional support or other assistance that ameliorates one or more effects of a disability and does work or performs tasks for the benefit of a person with a physical disability, Trump Village West may require compliance with either of the two preceding paragraphs, but not both.

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

IF THE ANIMAL PERFORMS WORK OR TASKS FOR YOU,
PLEASE PROVIDE THE FOLLOWING:

- (1) 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). You may use, but are not required to use, Form B. However, the statement must contain information that is substantially similar to the information requested in Form B.
- (2) An explanation of 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 ameliorate one or more symptoms or effects of your disability.
- (3) Please submit a photograph of the animal after you have selected an animal.

IF THE ANIMAL DOES NOT PERFORM WORK OR DO TASKS FOR YOU, BUT PROVIDES EMOTIONAL SUPPORT OR AMELIORATES ONE OR MORE EFFECTS OF YOUR DISABILITY, PLEASE PROVIDE THE FOLLOWING:

- (1) A statement from a health or social service professional indicating: (a) that you have a disability; (b) the animal would provide emotional support or other assistance that would ameliorate one or more symptoms or effects of your disability; and (c) how the animal ameliorates the symptoms or effect(s). You may use, but are not required to use, Form B. However, the statement must contain information that is substantially similar to the information requested in Form B.
 - (2) Please submit a photograph of the animal after you have selected an animal.
4. Please provide copies of the rabies tag or certificate that is required by New York Law for the assistance animal. If you have not selected an animal at the time you complete this application, Trump Village West may approve the application with the condition that, you must submit copies of the rabies tag or certificate that is required by New York Law, before the selected animal moves in.
 5. If you are requesting a different modification or accommodation, please describe it here:

_____ Date: _____

TRUMP VILLAGE WEST GUIDELINES REGARDING ASSISTANCE ANIMALS

- A. Trump Village West will consider reasonable accommodation requests consistent with the enclosed policy regarding disabilities that meet the definition set forth in any one of the following relevant statutes:
1. Federal: 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.
 2. State: 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. NYC: The New York City Administrative Code defines disability as: any physical, medical, mental or psychological impairment or a history or record of such impairment. 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. Trump Village West will review and respond promptly to all reasonable accommodation requests.
- C. All information received by Trump Village West regarding an individual’s disability, including physical, mental, psychological and/or psychiatric conditions, shall be kept confidential unless the individual authorizes the release of the information or Trump Village West is required to produce the information in response to a Court order, on notice to the affected individual(s).

If a resident has a disability and a disability-related need for a reasonable accommodation under federal, state or local law, Trump Village West will grant such accommodation, including a request to keep a service or assistance animal. Trump Village West will not retaliate against any person because that individual has requested or received a reasonable accommodation request. Trump Village West will not discourage any individual from making a reasonable accommodation request, including a request to keep a service or assistance animal. While it is Trump Village West’s policy to require residents to comply with Trump Village West’s pet policy,

- A. service and assistance animals are not pets. Accordingly, the pet policy does not apply to residents with service or assistance animals.
- B. Trump Village West may deny a request or require the removal of a particular assistance or service animal from 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 another reasonable accommodation, considering the health and safety of the other individual(s) and the need for an accommodation, of if the animal would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. Trump Village West will base such determinations upon consideration of the behavior of the particular animal at issue, and not on speculation or fear about the types of harm or damage an animal may cause.
- C. Like any other resident, owners of service or assistance animals remain subject to the provisions of their proprietary leases, Trump Village West By-Laws, and House Rules, with the exception that they are allowed to occupy the premises with their service or assistance animals and they are not subject to any of the provisions concerning pets. Similarly, owners of service or assistance animals shall comply with all state and local animal laws, including but not limited to Section 1310 of the New York Public Health Code requiring animal owners to clean up animal waste, 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.
- D. Trump Village West may take action against the owner for noise or damages caused by a service or assistance animal to the same extent that it takes such action against shareholders who have caused similar noise or damages.

- E. Trump Village West may deny a request or require the removal of a particular assistance or service animal from 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 another reasonable accommodation, considering the health and safety of the other individual(s) and the need for an 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. Trump Village West will base such determinations upon consideration of the behavior of the particular animal at issue, and not on speculation or fear about the types of harm or damage an animal may cause.

- F. Like any other resident, owners of service or assistance animals remain subject to the provisions of their proprietary leases, Trump Village West By-Laws, and House Rules, with the exception that they are allowed to occupy the premises with their service or assistance animals and they are not subject to any of the provisions concerning pets. Similarly, owners of service or assistance animals shall comply with all state and local animal laws, including but not limited to Section 1310 of the New York Public Health Code requiring animal owners to clean up animal waste, 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.

- G. Trump Village West may take action against the owner for noise or damages caused by a service or assistance animal to the same extent that it takes such action against shareholders who have caused similar noise or damages.

FORM B – Assistance Animal Requests: Health Care Professional Form

SHAREHOLDER

NAME: _____

ADDRESS: _____

TELEPHONE #: _____

I, _____ (applicant name) intend to request that Trump Village West permit me to keep an assistance animal as a reasonable accommodation for my disability. In connection with that application, I am requesting that you complete this form regarding my disability.

_____ **Date:** _____
Applicant Signature

NAME OF APPLICANT: _____

RELATIONSHIP TO SHAREHOLDER: _____

TO BE COMPLETED BY HEALTH CARE PROFESSIONAL

NAME:

ADDRESS:

TELEPHONE NUMBER:

1. Does the individual identified above have a disability?
2. Does or would an assistance animal provide disability-related assistance to the individual: One example of assistance is alleviating one or more of the symptoms or effects of the disability.
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

ACKNOWLEDGEMENT OF RECEIPT OF SETTLEMENT AGREEMENT

I, _____, have received a copy of the Settlement Agreement in *United States of America v. Trump Village Section IV Inc.*, and have received instruction on the terms of the Settlement Agreement, the requirements of the Fair Housing Act, particularly related to the Act's reasonable accommodation requirements, and my responsibilities and obligations under the Settlement Agreement and Fair Housing Act.

(Signature)

(Print Name)

(Date)

APPENDIX C

RELEASE FORM

In consideration of the payment of the sum of \$_____, pursuant to the Settlement Agreement entered in *United States of America v. Trump Village Section IV Inc., et al.*, I hereby release Trump Village Section IV Inc., together with its agents, servants, board members, and employees, from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in *United States of America v. Trump Village Section IV Inc., et al.*, and that occurred before the date of this release.

I fully acknowledge and agree that this release 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.

(Signature)

(Print Name)

(Date)

APPENDIX D

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

UNITED STATES OF AMERICA,

Plaintiff,

- against -

TRUMP VILLAGE SECTION IV INC. AND
IGOR OBERMAN,

Defendants.

-----X

**STIPULATION AND
ORDER OF DISMISSAL WITH
PREJUDICE**

Civil Action No. 15-CV-7306

(Garaufis, J.)
(Scanlon, M.J.)

IT IS HEREBY STIPULATED AND AGREED, by and between plaintiff United States of America and defendants Trump Village Section IV Inc. and Igor Oberman, by their respective undersigned attorneys, that pursuant to the settlement agreement between the parties in this matter, the above-captioned action shall be and hereby is dismissed with prejudice pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure. Once this Stipulation and Order has been signed and so ordered by the Court, the Clerk of the Court shall enter judgment in this case

dismissing the action with prejudice and shall close the case.

Dated: Brooklyn, New York
July ___, 2017

BRIDGET M. ROHDE
Acting United States Attorney
Eastern District of New York
Attorney for Plaintiff
271 Cadman Plaza East
Brooklyn, New York 11201

By: _____/s/
Seth D. Eichenholtz
Assistant United States Attorney
(718) 254-7036
Seth.Eichenholtz@usdoj.gov

Dated: New York, New York
June ___, 2017

KAUFMAN BORGEEST & RYAN LLP
Attorney for Defendants
120 Broadway
New York, New York 10271

By: _____
Cara O'Sullivan
(212) 994-6522

SO ORDERED this
____ day of July, 2017

THE HONORABLE NICHOLAS G. GARAUFIS
United States District Judge