

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FAIR HOUSING JUSTICE CENTER, Inc.,
JUSTIN CARTER, KAARON MINEFEE,
MICHAEL JAMES, and
ADRIENNE WILLIAMS,

Plaintiffs,

v.

BROADWAY CRESCENT REALTY, Inc.,
M & N MANAGEMENT CORP., LOUIE
DODAJ, and PRANVERA CELAJ,

Defendants.

10-CV-34 (CM) (ECF)

**SETTLEMENT AGREEMENT
AND ORDER**

WHEREAS, the Fair Housing Justice Center (“FHJC”), Justin Carter, Kaaron Minefee, Michael James, and Adrienne Williams (“Plaintiffs”) filed an Amended Complaint on July 1, 2010 (the “Complaint”), alleging that Broadway Crescent Realty, Inc. (“BCR”), M & N Management Corp., (“M & N”), Louie Dodaj, and Pranvera Celaj (collectively “Defendants” and, when referred to along with Plaintiffs, “parties”) violated federal, state, and city fair housing laws by 1) making representations that apartments were not available for inspection or rent when in fact they were so available; 2) discriminating in the terms or conditions of the rental of apartments; 3) withholding apartments for rent; and 4) making unavailable, denying and/or otherwise withholding apartments for rent because of race or color regarding the apartment building located at 23-35 Broadway, Astoria, New York (“the Apartments”);

WHEREAS, Defendants deny that they have taken any action or committed any wrongdoing or discrimination which violates federal, state, or city fair housing laws;

WHEREAS, the parties wish to voluntarily resolve the claims raised in the Complaint, according to the terms set forth in this Settlement Agreement (hereinafter “Agreement”), in order to avoid the cost and uncertainty of litigation;

WHEREAS, the parties hereby waive trial or evidentiary hearing, as well as the entry of findings of fact and conclusions of law, and have agreed to the entry of this Agreement, as indicated by the signatures appearing below;

IT IS HEREBY AGREED by and between the parties as follows:

I. GENERAL INJUNCTION

1. Defendants BCR, M & N, and their officers, employees and subcontractors will continue to comply with the federal Fair Housing Act, 42 U.S.C. § 3601 *et seq.*; the New York State Human Rights Law, New York Executive Law § 290 *et seq.*, the New York State Civil Rights Law, § 40-c *et seq.*; and the New York City Human Rights Law, New York City Administrative Code § 8-107, including without limitation by not engaging in any of the following because of race or color:

- a. Representing that apartments are not available for inspection or rent when in fact they are so available;
- b. Offering different terms or conditions for the rental of apartments, including rent amounts, fee waivers, apartment renovations, or other financial incentives to rent;
- c. Making unavailable, denying, and/or otherwise withholding apartments for rent; and
- d. Interfering with or retaliating against the Plaintiffs on account of their having exercised or aided or encouraged others to exercise rights guaranteed by federal, state or local fair housing laws.

For purposes of this Section and as used throughout this Agreement, the term “subcontractor” is limited to persons or entities who are not employees and with whom M & N and/or BCR contracts to (a) process rental applications, lease renewals or lease terminations; (b) provide information about apartment availabilities; (c) respond to prospective and current tenant inquiries; and (d) have any other duties related to managing the rental of apartments at residential buildings managed and/or owned by M & N and/or BCR, including Broadway Crescent Apartments located at 23-35 Broadway, Astoria, New York. .

2. Defendants Louie Dodaj, Pranvera Celaj, and each of their agents at Broadway Crescent Apartments located at 23-35 Broadway, Astoria, New York will continue to comply with the federal Fair Housing Act, 42 U.S.C. § 3601 *et seq.*; the New York State Human Rights Law, New York Executive Law § 290 *et seq.*, the New York State Civil Rights Law, § 40-c *et seq.*; and the New York City Human Rights Law, New York City Administrative Code § 8-107, including without limitation by not engaging in any of the following because of race or color:

- a. Representing that apartments are not available for inspection or rent when in fact they are so available;
- b. Offering different terms or conditions for the rental of apartments, including rent amounts, fee waivers, apartment renovations, or other financial incentives to rent;
- c. Making unavailable, denying, and/or otherwise withholding apartments for rent; and
- d. Interfering with or retaliating against the Plaintiffs on account of their having exercised or aided or encouraged others to exercise rights guaranteed by federal, state or local fair housing laws.

II. FAIR HOUSING TRAINING

3. Within ninety (90) days of the date this Agreement is so-ordered by the Court, or within ninety (90) days after the FHJC designates trainers, whichever comes later, BCR and M & N shall require all current officers, office employees, and subcontractors of M & N and/or BCR to attend and complete a 2.5 hour fair housing training program. The training shall be conducted by a trainer designated by the FHJC, at a cost not to exceed \$2,000 per training and to be paid by M & N within thirty (30) days after receipt of a bill or invoice from the aforementioned trainer. The training will be provided at the office of M & N or at a location designated by M & N and located within New York City. M & N shall bear any costs related to making and providing copies of training materials, in addition to the trainer's fee. This provision does not apply to building superintendents and porters employed by BCR or M & N.

4. The FHJC agrees to provide the names of no less than three (3) prospective trainers from which M & N may select a trainer. Each trainer designated by the FHJC will be an attorney licensed to practice law in the State of New York and will not be a current or former employee of FHJC, the law firm of Emery Celli Brinckerhoff & Abady LLP, or a current or former member of the Board of Directors of the FHJC.

5. The training shall include information about federal, state, and local fair housing laws as they relate to all aspects of the renting of apartments.

6. The individuals trained shall verify their attendance at the training in writing. M & N will retain all such verifications for the term of this Agreement.

7. In addition to the training described in Paragraph 3 above, M & N office employees and subcontractors shall attend fair housing training during the third year of this

Agreement in the manner described in Section II of this Agreement. This paragraph does not apply to officers of BCR or M & N.

III. NON-DISCRIMINATION POLICIES

8. Within sixty (60) business days of the date this Agreement is so-ordered by the Court, BCR and M & N shall adopt a written non-discrimination policy (“Non-Discrimination Policy”), a copy of which is attached to this Agreement as Exhibit A.

9. All current and future officers, office employees, subcontractors, and building superintendents of M & N and/or BCR shall be required to read the Non-Discrimination Policy and sign the Acknowledgement and Agreement form, attached to this Agreement as Exhibit B, within sixty (60) days of the adoption of the Non-Discrimination Policy. This provision does not apply to building porters employed by M & N and/or BCR. The Policy and Acknowledgement and Agreement form shall be translated into Spanish by M & N and the costs of translation will be borne by M & N.

10. M & N and BCR shall require all individuals meeting the definition in the preceding paragraph as of the date this Agreement is so-ordered by the Court, to personally attend a meeting regarding BCR and M & N Management’s Non-Discrimination Policy. The meeting shall be held on the same day as the first training described in Section II above. At the meeting, the trainer designated in Section II above shall explain the Policy to all attendees and obtain attendee signatures on Exhibit B. M & N shall provide copies of the Policy and Exhibit B to attendees in English and Spanish.

11. Any future officer, employee, subcontractor, and building superintendent of M & N and/or BCR retained during the term of this Agreement shall be required to read the Non-Discrimination Policy and sign the Acknowledgement and Agreement form in person at the

main office of M & N within thirty (30) days of commencement of employment, contract or designation as an officer. At the time Exhibit B is signed, BCR and M & N will provide written copies of the Policy and Exhibit B in English and Spanish to each new officer, employee, subcontractor, and building superintendent covered by this Agreement.

12. Within ninety (90) business days of the date this Agreement is so-ordered by the Court, M & N will post and prominently display at each residential rental building it manages a sign that includes the name and telephone number of M & N as the managing agent to contact for information about apartments for rent. The sign will be located where it is plainly visible to members of the public who inquire about housing for rent and will indicate that all inquiries about renting an apartment should be directed to the entity named on the sign. The sign will contain the phrase "Equal Housing Opportunity." The sign may be placed on the exterior of the building near the front entrance of the building or in the interior front vestibule or entryway of a building where the interior front vestibule or entryway is generally open and available to public.

13. Within ninety (90) business days of the date this Agreement is so-ordered by the Court, M & N will post and prominently display the United States Department of Housing and Urban Development (HUD) Fair Housing Poster, HUD Form 928.1, attached as Exhibit C, (a) at its main office in a location that is visible to employees, tenants, real estate sales persons and brokers, and members of the public who inquire about apartments for rent; and (b) in the interior of each residential rental building managed by M & N.

14. Within ninety (90) business days of the date this Agreement is so-ordered by the Court, M & N will post and prominently display (a) at its main office in a location that is visible to employees, tenants, real estate sales persons and brokers, and members of the public

who inquire about apartments for rent; (b) on its website; and (c) on its rental application forms, the following fair housing policy statement:

“M & N Management Corporation is committed to equal opportunity in housing. We do not discriminate on the basis of race, color, national origin, religion, sex, family status, disability, marital status, age, sexual orientation, gender identity, lawful source of income, lawful occupation, alienage citizenship status, domestic partnership status, or military status.”

IV. RENTAL POLICIES

15. Defendant M & N will only consider applications to rent apartments in a residential building managed by M & N if the applicant completes an M & N application form which contains the statement set forth in Paragraph 14 above. This requirement does not apply to tenants or subtenants of buildings managed by M & N who seek to transfer to a different apartment in the building where they currently reside or to another building managed by M & N.

16. Throughout the term of the Agreement, M & N will post on www.craigslist.com a list of all apartments available for rent at each of the rental buildings M & N manages in New York City. The listings may be contained in one posting which shall be updated at least once a month. Updates to the posting are only required if there has been a change in information since the last posting. The posting will include the following information for each unit: (a) the number of bedrooms, (b) the monthly rent (by range if a rent has not been determined), (c) a description of the location of the available unit by neighborhood and borough, (d) a contact telephone number to respond to the advertisement and e) the phrase “Equal Housing Opportunity.” This obligation does not limit M & N from advertising on other websites or in newspapers providing that any advertisements conform to the requirements of Section IV of this Agreement. During the term of this agreement, if www.craigslist.com is no longer accepting rental postings, then M & N may comply with this obligation by posting the information

described in this paragraph on other similar internet sites that provide rental information to the general public. In addition, M & N may post the information described in this paragraph on its website.

17. Until an advertisement is posted as described in the preceding paragraph, M & N, its employees and subcontractors, will not inform prospective applicants, tenants, real estate sales persons or real estate brokers orally or in writing of the availability of an apartment to rent, show the apartment to a prospective applicant, tenant, or real estate sales agent or broker, or take any other actions to rent the apartment. This paragraph does not apply to tenants or subtenants of residential buildings managed by M & N who seek to transfer to a different apartment in the building where they currently reside or to another residential building managed by M & N.

18. Defendant M & N will indicate in any rental advertisements placed in print form or electronically on the internet, including on websites such as www.craigslist.com, that M & N is the managing agent and that M & N does not charge a broker's fee for the advertised unit. Each advertisement will include contact information for M & N, including a telephone number. Individuals who contact M & N to inquire about information regarding apartments available to rent will not be required to pay a broker's fee as a condition for being shown an apartment or applying to rent an apartment managed by M & N. Nothing in this Agreement shall restrict the ability of M & N to charge a rental application fee.

V. RECORDKEEPING

19. M & N Management will maintain the following records for the duration of this Agreement:

- a. Signed copies of Exhibit B;
- b. M & N's Non-Discrimination Policy in English and Spanish;
- c. Written certification of the date each training described in Section II above was held and the name of each person who attended;
- d. Photographs of locations of signs described in Paragraphs 12, 13 and 14 above for M & N Management and all residential rental buildings it manages and provide the street address of each location;
- e. The name and address of any subcontractor retained to provide rental management services to residential rental buildings managed by M & N or owned by BCR; and
- f. Copies of all advertisements, including the date any such advertisement was posted, where it was posted (e.g. www.craigslist.org, M & N website, the name of the newspaper, etc.), and the duration of the advertisement.

20. Upon reasonable notice by Plaintiff's counsel to counsel for BCR and M & N and no more than two times per year for the term of this Agreement, M & N will copy the records described in the preceding paragraph and provide them to Plaintiffs' counsel for inspection.

21. M & N will maintain the following records for the duration of this Agreement:

- a. Rental applications and any accompanying documentation required by BCR or M & N for Broadway Crescent Apartments, located at 23-35 Broadway, Astoria, NY 11106, including accepted and rejected applications;
- b. Documents indicating whether each application to rent an apartment at Broadway Crescent Apartments was accepted or denied and the date the application was accepted or denied; and
- c. If a waiting list is used for Broadway Crescent Apartments, then all documents and information utilized regarding the list.

VI. TERM OF AGREEMENT

22. All obligations under this Agreement, unless otherwise specified, shall continue for four (4) years from the date this Agreement is so-ordered by the Court.

23. Any time limits for performance imposed by this Agreement may be extended by the mutual, written agreement of counsel for Plaintiffs, Defendant BCR, and Defendant M & N, or by the Court after a finding of noncompliance.

VII. MONETARY AGREEMENT

24. BCR and M & N shall pay Plaintiffs and their attorneys, Emery Celli Brinckerhoff & Abady, LLP (“ECBA”), three hundred thirty-five thousand (\$335,000) dollars. The payment shall be effected by check payable to “Emery Celli Brinckerhoff & Abady LLP as attorneys for FHJC, Carter, Minefee, James, and Williams” in full and final settlement of all Plaintiffs’ claims against BCR and M & N including, but not limited to, damages, attorneys’ fees, and costs. Defendants shall tender this payment to Plaintiffs’ counsel, Emery Celli Brinckerhoff & Abady LLP, 75 Rockefeller Plaza, 20th Floor, New York, New York 10019, in the following manner:

- a. \$167,500 within thirty (30) days from the date this Agreement is so-ordered by the Court; and
- b. \$167,500 within sixty (60) days from the date this Agreement is so-ordered by the Court.

25. Louie Dodaj and Pranvera Celaj shall pay Plaintiffs Carter, Minefee, James, and Williams and their attorneys, Emery Celli Brinckerhoff & Abady, LLP (“ECBA”), six thousand (\$6,000) dollars. The payment shall be effected by cashiers check or check from an

attorney client trust account payable to “Emery Celli Brinckerhoff & Abady LLP as attorneys for Carter, Minefee, James, and Williams” in full and final settlement of all Plaintiffs’ claims including, but not limited to, damages, attorneys’ fees, and costs. Dodaj and Celaj shall tender this payment to Plaintiffs’ counsel, Emery Celli Brinckerhoff & Abady LLP, 75 Rockefeller Plaza, 20th Floor, New York, New York 10019, within fifteen (15) business days from the date this Agreement is so-ordered by the Court.

26. Defendants BCR, M & N, Louie Dodaj and Pranvera Celaj agree not to file for bankruptcy for at least ninety (90) days after their respective payments are made pursuant to this Agreement.

VIII. ADMINISTRATION OF AGREEMENT

27. In the event that BCR sells, transfers or assigns Broadway Crescent Apartments located at 23-35 Broadway, Astoria, Queens during the term of this Agreement, this Agreement shall be binding on the new owner, unless such owner, its officers, and/or partners are not related to any current officer of BCR by blood or marriage at the time of the sale, transfer or assignment.

28. In the event that M & N is sold, transferred, or assigned during the term of this Agreement, this Agreement shall be binding on the new owner unless such owner, its officers, and/or partners are not related to any current officer of M & N by blood or marriage at the time of sale, transfer, or assignment.

29. Any change in officers of BCR or M & N during the term of this Agreement does not alter the terms of this Agreement and the Agreement shall remain binding on BCR and M & N.

30. The parties to this Agreement 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.

31. In the event that Plaintiffs' counsel believes there may exist an incident or incidents of noncompliance with this Agreement, they shall provide Newman & Ferrara, LLP, counsel for Defendants BCR and M & N, with written notice of such belief, along with supporting and/or relevant documentation supporting such belief including electronic recordings (if any) that support such belief. Within fifteen (15) business days of receipt of such written notice, Defendants BCR and M & N shall investigate the allegations and reply in writing to Plaintiffs' counsel and provide supporting and/or relevant documentation concerning the incident or incidents and the remedy they have undertaken or propose to undertake, if necessary. Plaintiffs' counsel shall communicate in writing to counsel for Defendants BCR and M & N whether it is satisfied with such remedy and/or explanation of the events.

32. If Plaintiffs' counsel is not satisfied with the remedy and/or explanation, the parties' counsel will make good faith efforts to meet and confer before filing a motion or otherwise contacting the Court on notice regarding the alleged noncompliance.

33. During the term of this Agreement, the United States District Court for the Southern District of New York shall retain jurisdiction to enforce the terms of this Agreement upon the filing of an appropriate motion by either party. The parties shall request that the Court indicate in the docket that it is retaining jurisdiction over this Agreement. Upon the finding of good cause shown, the Court may grant such relief as it deems just and proper, including but not limited to (a) ordering Defendants BCR or M & N to produce to counsel for Plaintiff the documents described in Paragraphs 19 and 21 above subject to a protective order; (b) extending

the term of the Agreement; (c) modifying the Agreement by, *inter alia*, requiring more record keeping, training, and/or monitoring; and/or (d) fining the parties or holding them in contempt for their noncompliance.

IX. MUTUAL RELEASES

34. Upon Defendants' satisfaction of the terms and conditions of Part VII of this Agreement, Plaintiffs hereby release, acquit and forever discharge Defendants and their respective officers, managers, directors, insurers, employees and agents with prejudice and subject to this Agreement from any and all claims, demands, causes of action, or liabilities, at law or in equity, arising out of the allegations in the Complaint and Amended Complaint, and existing as of the date of this Agreement. Nothing in this Paragraph shall preclude Plaintiffs from seeking to enforce the terms in this Agreement.

35. Defendants hereby release, acquit and forever discharge Plaintiffs with prejudice and subject to this Agreement from any and all claims, demands, causes of action, or liabilities, at law or in equity, arising out of the allegations in the Complaint and Amended Complaint, and existing as of the date of this Agreement.

36. Within five (5) business days of payment being made pursuant to Part VII, the parties shall file with the Court a Stipulation of Dismissal ("Stipulation") with prejudice in the form annexed hereto as Exhibit D.

X. SEVERABILITY


37. If any provision of this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court, unless the elimination of the invalid provision shall materially affect the intent of this Agreement. The

parties shall consult and use their best efforts to agree upon a valid and enforceable provision that shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

XI. OTHER OBLIGATIONS

38. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original. For purposes of executing this Agreement, a document signed and transmitted by facsimile or email shall be treated as an original document. The signature of any party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

EMERY CELLI BRINCKERHOFF & ABADY LLP




Diane L. Houk
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75 Rockefeller Plaza, 20th Floor
New York, NY 10019

Dated: November 7, 2011

Attorneys for Plaintiffs

NEWMAN FERRARA, LLP

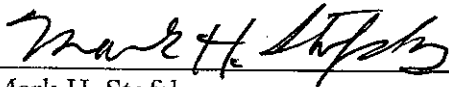


Randolph McLaughlin
Glenn Spiegel
1250 Broadway, 27th Floor
New York, New York, 10001

Dated: November 7, 2011

Attorneys for Defendants M & N Management Corp. and Broadway Crescent Realty, Inc.

MARK STOFISKY, ESQ.



Mark H. Stofsky
189 Montague Street
Brooklyn, New York 11201

Dated: November 7, 2011

*Attorneys for Defendants Louie Dodaj
and Pranvera Celaj*

IT IS SO-ORDERED this 7 day of November, 2011.


HONORABLE COLLEEN M. MCMAHON