

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY
Attorney for the New Jersey
Division on Civil Rights

By: Beverley A. Lapsley
Deputy Attorney General
124 Halsey Street
P.O. Box 45029
Newark, New Jersey 07101
(973) 693-5055
beverly.lapsley@dol.lps.state.nj.us

STATE OF NEW JERSEY
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
OAL DOCKET NO. CRT - 18816 - 2016N
DCR DOCKET NO. HB33MW-65675
HUD DOCKET NO.: 02-16-0054-8

H. G.,

Complainant,

v.

Wilkin Management Group, Inc. and
Landmark East Corporation,

Respondents.

Civil Action

**ADMINISTRATIVE
CONSENT ORDER**

WHEREAS, this matter was commenced on November 10, 2015, when Complainant H.G. ("Complainant") filed a verified complaint ("Verified Complaint") with the New Jersey Division on Civil Rights ("DCR" or "Division") against Wilkin Management Group, Inc. ("Wilkin") and Landmark East Corporation ("Landmark")(jointly "Respondents"), alleging that Respondents discriminated against him based on his disability in violation of the New Jersey

Law Against Discrimination, N.J.S.A. 10:5-1 et seq. ("LAD"), when they denied his request to maintain an emotional support dog in his unit as a reasonable accommodation for his disability; and

WHEREAS, Landmark owns a cooperative housing complex in Ridgefield Park, New Jersey and retains Wilkin as a management company to administer the operation of the housing complex;

WHEREAS; the Division's investigation credited the allegations in the Verified Complaint against Respondents and on June 10, 2016, the Director of the New Jersey Division of Human Resources Civil Rights ("Director") issued a Finding of Probable Cause on the Verified Complaint; and

WHEREAS, Respondents denied the allegations of the Verified Complaint and the matter was transmitted to the Office of Administrative Law (OAL) as a contested case; and

WHEREAS, on June 19, 2017, the parties engaged in a settlement conference at the OAL before Administrative Law Judge Robert J. Giordano where the parties reached agreement on the terms of a settlement;

WHEREAS, on June 19, 2017, the basic terms of the settlement were placed on the record before ALJ Giordano with the further understanding that a written consent order memorializing the terms of the settlement would be prepared and signed by the Director of the Division; and

WHEREAS, it is the intention of the parties to amicably resolve the allegations in the Verified Complaint and Finding of Probable Cause consistent with the terms reached in the June 19, 2017 settlement conference, and the parties further desire to avoid the time and expense of a public hearing;

NOW, THEREFORE, it is on this 17 day of JAN, 2018,

ORDERED and AGREED as follows:

LAD COMPLIANCE

1. Respondents will refrain from doing any act that violates the LAD.

2. Landmark will refrain from discriminating against any person because of race, creed, color, national origin, ancestry, marital status, domestic partnership status, civil union status, gender, sexual orientation, gender identity or expression, disability, pregnancy status, familial status or source of lawful income to be used for rental or mortgage payments in the sale, rental, assignment, lease, or sublease of any real property under its ownership or control, nor print, publish, circulate, issue, display, post or mail any statement or advertisement in connection with the rental or sale of real property that expresses any limitation or discrimination based on race, creed, color, national origin, ancestry, marital status, domestic partnership status, civil union status, gender, sexual orientation, gender identity or expression, disability, pregnancy status, familial status or source of lawful income to be used for rental or mortgage payments.

3. Respondents will refrain from engaging in any retaliatory conduct against Complainant, Complainant's family, or against any witness or participant in these proceedings, or allow any of its employees or agents to engage in any such conduct.

4. Landmark, agrees to comply with all of the LAD's posting and notice requirements including but not limited to N.J.S.A. 10:5-12j and N.J.A.C. 13:8-1.3. The required notices shall be displayed in public areas visible to current and prospective residents, in both English and Spanish. The notices to be displayed pursuant to this paragraph may be obtained from the Division's Website, www.NJCivilRights.gov.

MONETARY PAYMENTS

5. Landmark shall pay to Complainant the total sum of Sixteen Thousand Dollars (\$16,000) (hereinafter the "Settlement Amount"), in settlement of all claims and damages arising from the allegations set forth in the Verified Complaint and Finding of Probable Cause.

6. Complainant acknowledges that the Settlement Amount is inclusive of all Complainants' damages in this matter including any attorney's fees owed by Complainant to Robert Vort, Esq. and/or Justin Scheer, Esq. Complainant agrees he will not seek further relief from Respondents in connection with the Verified Complaint and Finding of Probable Cause.

7. The Settlement Amount shall be paid within twenty (30) days of the complete execution of this agreement, by delivering a check made payable to Complainant which shall be mailed to the attention of Housing Manager Elizabeth Russian, New Jersey Division on Civil Rights, 140 E. Front Street, 6th Floor, Trenton, New Jersey 08625-0090 ("Housing Manager Russian"), for delivery to Complainant.

8. Landmark shall be liable for a civil penalty in the amount of Five Thousand Dollars (\$5,000) (hereinafter "Penalty Amount") against Landmark for the alleged violations of the LAD. The Director agrees to suspend and automatically vacate the Penalty Amount at the end of the monitoring period described in paragraphs 15 through 21, infra, provided that:

- a. Landmark timely makes payment to Complainant as referenced in paragraphs 5 through 7, supra, of the Consent Decree;
- b. Landmark complies with all the provisions of this Consent Decree; and
- c. Landmark is not adjudicated in any judicial or administrative forum to have committed any violations of the Law Against Discrimination or substantially similar anti-discrimination laws.

POLICIES AND PROCEDURES

9. Respondents agree that all decisions, including but not limited to the policies and practices adopted, shall comply with N.J.S.A. 10:5-1 et seq. and shall be conducted in a nondiscriminatory manner and that Respondents shall not discriminate against any prospective or current residents at Landmark in the terms, conditions and privileges of rental or purchase of property because of race, creed, color, national origin, ancestry, marital status, domestic partnership status, civil union status, sex, affectional or sexual orientation, gender identity or gender expression, familial status, or disability.

10. Landmark shall conduct a review of its policies and procedures, as it relates to residents at Landmark and agrees to revise the policies and procedures as necessary to ensure that Landmark has a reasonable accommodation policy in compliance with current federal and state fair housing laws. The policies as revised shall indicate that Landmark will make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling. Respondents recognize that the obligation to provide reasonable accommodations may include the waiver of a no pets rule should a resident with a disability require an emotional support animal. The revised policies and procedures shall include procedures by which a current or prospective resident may request a reasonable accommodation or modification. The policy and procedures shall include the name and title of the person or persons designated to receive, process, and coordinate such requests for Landmark and explain how Landmark will maintain any confidential medical information related to the request. The process of reviewing Landmark's policies and procedures pursuant to this paragraph shall be completed within sixty

(60) days from the execution of this agreement.

11. Landmark shall forward a copy of the policies and procedures referenced in paragraph 10 to Housing Manager Russian for review within eighty (80) days from the execution of this agreement.

12. The revised policies and procedures referenced in paragraph 10 shall be disseminated to each resident at Landmark by emailing or delivering a copy to each resident. Landmark also agrees to post the policies and procedures in the place(s) where Respondents generally post public notices for residents of Landmark. Respondents shall also maintain a copy of the policies and procedures in a readily accessible location in each of its offices. The above noted Policy shall be implemented and disseminated or posted within ninety (90) days from the execution of this agreement. Each new resident shall be provided with a copy of the policies and procedures upon purchase of shares in Landmark.

13. The policies and procedures referenced in paragraph 10 shall also be provided to Landmark's Board of Directors and any other of Landmark's employees' and agents responsible for management at Landmark (which includes but is not limited to Wilkin) within ninety (90) days from the execution of this agreement. Landmark shall also post the policies and procedures in the place(s) where Respondents generally post employee notices and/or notices to the board.

14. Landmark shall also ensure that any individual or entity charged with addressing requests for reasonable accommodations and/or modifications has a copy of the revised policies and procedures and receives appropriate training on the LAD in accordance with Paragraph 15 of this Consent Order.

TRAINING AND MONITORING OF HOUSING PRACTICES

15. Landmark agrees to engage in training its employees, managers, board members and/or agents who are responsible for management at Landmark on the LAD and other fair housing laws. The training session may be conducted through the DCR or through a private firm in accordance with Paragraph 15 of this Consent Order. If training is conducted by a private firm each individual who participates in training and receives instruction is to sign a statement acknowledging that he or she has participated in, understands, and has completed the training course. A copy of the acknowledgement form or a list of individuals who have completed training shall be provided to the Housing Manager Elizabeth Russian. The training should include but not be limited to the following:

- a. An understanding of the LAD, including the general purpose of the legislation and types of discrimination covered by the LAD as well as Respondents' policies and procedures described in paragraph 10;
- b. An understanding of Respondents' obligations with regard to addressing a request for a reasonable accommodation and/or modification;
- c. An understanding of what is meant by engaging in the interactive process in connection with a request for a reasonable accommodation and/or modification;
- d. An understanding of what would constitute an undue burden in order for Respondents to deny a requested accommodation; and
- e. An understanding of the distinction between a service animal and a support/assistance animal and how that distinction relates to whether a resident should be permitted to have an animal in his or residence.

16. If Respondents training is conducted by a private firm, Respondents shall submit an outline of the subject matter being covered and provide a copy of any materials used in these sessions, including but not limited to handouts and any Power Point slides, to Housing Manager Russian, prior to training. Respondents will notify DCR when training is to occur and will also

permit one or more representatives of the Division to attend any or all sessions. Alternatively, Respondents may arrange for DCR to conduct the required training.

17. For a period of two years following the execution of this Consent Order by all parties, the Division will monitor Respondents' practices to ensure compliance with fair housing laws (hereafter referred to as the "Monitoring Time Period"). The Monitoring Time Period shall expire after two years following the execution of this Consent Order provided all the conditions of this agreement have been met.

18. Landmark shall keep records of all individuals who request any accommodation and who are seeking to purchase, lease and/or rent a unit from Landmark and/or requiring Landmark's approval. Within sixty days after the effective date of this Agreement, Landmark shall establish a system to maintain such records, including but not limited to the following: 1. The name and contact information for the individuals seeking to purchase, lease or rent a unit from Landmark or requiring Landmark's approval; 2. Whether or not the individuals request to purchase, lease or rent a unit was granted or denied; and 3. The basis for any denial or rejection to purchase, lease and/or rent a unit at the complex.

19. Landmark shall also establish a system to maintain records of all residents requesting a reasonable accommodation/modification, including but not limited to the following: 1. The name and contact information of the resident or applicant requesting an accommodation or modification; 2. Whether the request was granted or denied or if an alternate accommodation or modification was proposed by Landmark and 3. The basis for denying the request for an accommodation and/or proposing an alternate accommodation or modification.

20. During the two-year Monitoring Time Period, Landmark shall provide the Division with four reports, one every six months, reflecting and summarizing the information referred to in paragraphs 18 and 19 above. Landmark shall make the records pertaining to paragraphs 18 and 19 available to the Division for review upon request.

21. If Landmark utilizes a third party for the purpose of managing, renting or selling units or common areas during the Monitoring Time Period, Landmark shall act in good faith to ensure that all third party's act in compliance with the LAD. Respondents represent that Wilkin currently provides management services for Landmark and will be jointly responsible for compliance with this agreement only as long as or insofar as they jointly administer the Governing Documents of Landmark. Should Wilkin be replaced during the Monitoring Time Period, Landmark shall ensure that the entity or individual replacing Wilkin in providing management services is trained on the requirements of this Agreement.

RESPONDENT WILKIN MANAGEMENT

22. It is recognized that Wilkin is a company specializing in Community Association Management and property maintenance and accordingly is responsible for managing entities other than Landmark. Accordingly, in keeping with the terms of this agreement Wilkin shall engage in training its property managers in accordance with Paragraph 15(a)-(e) of this Agreement and develop policies and procedures consistent with this Agreement with the goal of ensuring compliance with the LAD. Wilkin shall provide the Division with a copy of the policies developed). If Wilkin training is conducted by a private firm each individual who participates in training and receives instruction is to sign a statement acknowledging that he or she has participated in, understands, and has completed the training course. A copy of the

acknowledgement form or a list of individuals who have completed training shall be provided to the Housing Manager Elizabeth Russian.

23. If Wilkin is contracted by a party to address requests for reasonable accommodations/modifications it shall operate its services in good faith in accordance with the provisions of this agreement with the goal of ensuring compliance with the LAD.

DEFAULT AND GENERAL PROVISIONS

24. In the event of a default by Respondent(s), the Director and/or Complainant shall provide the Respondent(s) with written notice of the specific details of Respondent(s)' alleged noncompliance and the Respondent(s) shall be afforded a fifteen-day period within which to cure any such noncompliance. In the event of Respondent(s) failure to cure any such noncompliance, Complainant and/or the Director may move on notice or by Order to Show Cause to have the Judgment entered for the entire Settlement and Penalty Amounts. The Respondent(s) shall have the right to submit opposition to any such motion or Order to Show Cause application filed by Complainant and/or the Director and to contest same on any return date.

25. Should Wilkin, be found in default, Wilkin shall pay any interest on the award, as well as all reasonable costs, expenses and attorney fees incurred in any further proceedings or steps necessary to collect or enforce this Consent Order.

26. Should Landmark, be found in default or fail to timely pay the sums set forth in this agreement, in addition to the sums outlined in paragraphs 5 and/or 8, Respondent shall pay any interest on the award, as well as all reasonable costs, expenses and attorney fees incurred in any further proceedings or steps necessary to collect or enforce this Consent Order.

27. In the event the Respondent(s) default with respect to any provision herein, Respondent(s) hereby consent to the entry of this Consent Order and Decree in the Chancery

Division of the Superior Court of New Jersey against the defaulting party, thereby making this Consent Order and Decree an Order of the Court for purposes of enforcement therein.

28. New Jersey law shall govern the terms and provisions of this Consent Order.

29. As used in this Consent Order, the plural shall include the singular and the singular shall include the plural. In addition, "or" and "and" shall be interpreted conjunctively.

30. The parties to this Consent Order represent that a person authorized to sign a document legally binding on each party to its terms has signed this Consent Order with full knowledge, understanding, and acceptance of its terms.

31. This Consent Order constitutes the entire agreement between the parties with respect to its subject matter. Any addition, deletion, or change to this Consent Order must be in writing and signed by all parties.

32. The parties to this Consent Order have negotiated and fully reviewed its terms. Uncertainty or ambiguity shall not, therefore, be construed against the drafter.

33. This Consent Order is executed in settlement of the allegations made against Respondent(s) in the above-captioned matter, and shall not be construed to otherwise limit the authority of the New Jersey Attorney General or the Director of the New Jersey Division on Civil Rights to protect the interests of the State of New Jersey or the people of the State of New Jersey.

34. Nothing in this Consent Order shall in any manner be construed to limit or affect the rights of any persons, other than the parties to this Consent Order, who may have a claim against Respondent(s) or any individual or entity involved in this matter.

35. If any portion of this Consent Order is held invalid or unenforceable by operation of law the remaining terms of this Consent Order shall not be affected.

36. This Consent Order shall be binding upon the parties to this agreement and their successors. In no event shall assignment of any right, power or authority avoid compliance with the terms of this Consent Order.

37. This Agreement contains the sole and entire Agreement between the parties hereto. Each party represents and acknowledges that, prior to executing this Agreement, they have had ample time to consult with legal counsel prior to making the decision to execute this agreement, and that no party has relied upon any representation or statement not set forth in this Agreement, made by any other party hereto, or their counsel or representatives, with regard to the subject matter of this Agreement. No other promises or agreements shall be binding unless in writing, signed by the parties hereto, and expressly stated to represent an amendment to this agreement. Complainant expressly recognizes and understands that Deputy Attorney General Beverley A. Lapsley (DAG Lapsley) represents the Director of the Division on Civil Rights in this matter and does not represent him. Complainant acknowledges that he has not relied upon any advice from Respondent(s) or DAG Lapsley concerning this matter, including but not limited to the taxability of the amounts to be paid under this Consent Order and the impact the award may have on any other issue concerning Complainant. Complainant acknowledges that he had the opportunity to retain counsel to review this Agreement prior to its execution but has chosen not to do so.

38. Any signature required for the entry of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same Consent Order.

39. Complainant, for and in consideration of the undertakings set forth herein, and intending to be legally bound, does hereby REMISE, RELEASE AND FOREVER DISCHARGE the Respondent(s) and Respondent(s) employees, agents and predecessor, its

successors and assigns, heirs, executors and administrators, of and from any and all manner of actions and causes of action, suits, debts, claims and demands, whatsoever in law or in equity, arising from the allegations of unlawful discrimination as set forth in the Verified Complaint filed in this matter.


40. Upon execution by all the parties, which includes the Director of the Division on Civil Rights, this Consent Order shall operate as a complete and final disposition with prejudice of the charges contained in the above-noted Verified Complaint filed against the Respondent(s) with the Division on Civil Rights, subject only to the fulfillment of all of the provisions of this Agreement. Upon the fulfillment of these conditions, the complaint shall be dismissed with prejudice. Additionally this Consent Order shall constitute the final Order of the Director of the Division with regard to this matter. This Consent Order shall sunset following two years from the date of its execution provided the terms and conditions set-forth in this Agreement have been satisfied.



CRAIG SASHIHARA, DIRECTOR
NEW JERSEY DIVISION ON CIVIL RIGHTS

THE PARTIES CONSENT TO THE FORM, CONTENT,
AND ENTRY OF THIS CONSENT ORDER:

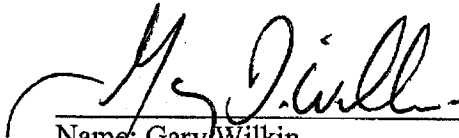
For Complainant H.G.:



Harris Goodstein

Dated: 12/28/17

For Respondent(s) Wilkin Management Group:



Name: Gary Wilkin

Title: President, Wilkin Management Group

Dated: 12/21/17

For Respondent Landmark East

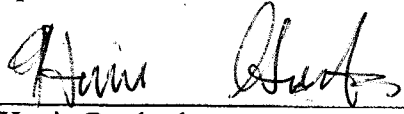
_____ Dated: _____

Name: Frank Romano

Title: President, Landmark East Board of Directors

THE PARTIES CONSENT TO THE FORM, CONTENT,
AND ENTRY OF THIS CONSENT ORDER:

For Complainant H.G.:



Harris Goodstein

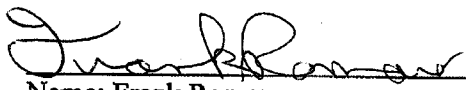
Dated: 12/28/17

For Respondent(s) Wilkin Management Group:

Name: Gary Wilkin
Title: President, Wilkin Management Group

Dated: _____

For Respondent Landmark East



Name: Frank Romano
Title: President, Landmark East Board of Directors

Dated: 12/22/17