

GURBIR S. GREWAL
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@law.njoag.gov

STATE OF NEW JERSEY
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
DCR DOCKET NO.: HN17HC-66399

K. L.

Complainant,

v.

Twin Lights Condominium Association,

Respondents.

Civil Action

**ADMINISTRATIVE
CONSENT ORDER**

WHEREAS, this matter was commenced on March 30, 2017, when Complainant K.L. (“Complainant”) filed a verified complaint (“Verified Complaint”) with the New Jersey Division on Civil Rights (“DCR” or “Division”) against Twin Lights Condominium Association, (“Respondent”), alleging that Respondent discriminated against her based on her disability in

violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. (“LAD”), when it refused to let her modify her condominium in a manner that would accommodate her disability; and

WHEREAS, Respondent is responsible for the operation of a 140-unit condominium community in Highlands, New Jersey; and

WHEREAS, Respondent denied the allegations of the Verified Complaint;

WHEREAS, the Division’s investigation credited the allegations in the Complaint against Respondent and, on February 15, 2018, the Director of the New Jersey Division on Civil Rights (“Director”) issued a Finding of Probable Cause on the Verified Complaint;

WHEREAS, the parties engaged in conciliation efforts and reached agreement on the terms of settlement; and

WHEREAS, it is now the intention of the parties to amicably resolve the differences and disputes that exist or may exist between them, and the parties desire to avoid the time and expense of a public hearing;

NOW, THEREFORE, it is on this 12th day of JUNE, 2018,

ORDERED and AGREED as follows:

LAD COMPLIANCE

1. Respondent will refrain from doing any act that violates the LAD, including but not limited to discriminating against any person because of familial status; race, creed, color, national origin, ancestry, marital status, domestic partnership status, civil union status, gender, sexual orientation, gender identity or expression, disability, pregnancy, or source of lawful

income to be used for rental or mortgage payments in the sale, rental, advertisement, assignment, lease, or sublease of any real property under its ownership or control, or to 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 familial status, race, creed, color, national origin, ancestry, marital status, domestic partnership status, civil union status, gender, sexual orientation, gender identity or expression, disability, pregnancy, or source of lawful income to be used for rental or mortgage payments.

2. Respondent 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. Respondent is not responsible for the actions of its unit owners.

3. Respondent agrees to comply with all posting and notice requirements for Housing Providers pursuant 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 residents 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.

4. Respondent will not charge any fee or surcharge, or impose an increase in monthly rent or fees, related to the provision of any reasonable accommodation for a resident or applicant with a disability. Consistent with N.J.A.C. 13:13-3.4(f), Respondent shall not be required to bear the expense of any reasonable modifications to the interior of a homeowner's unit, but shall permit such reasonable modifications at the expense of the resident with a disability, in compliance with current law.

MONETARY AND OTHER RELIEF

5. Respondent shall pay the total sum of Twelve Thousand Five Hundred dollars (\$12,500) (hereinafter "Settlement Amount") to Complainant in settlement of any and all discrimination claims under the jurisdiction of the Director of the Division as set forth in the Verified Complaint and Finding of Probable Cause, DCR Docket No. HN17HC-66399. Respondent acknowledges that any other claims Complainant may have other than those set forth in the Verified Complaint are expressly reserved and are not a part of this agreement.

6. The Settlement Amount shall be remitted by Respondent within twenty (20) days of the complete execution of this agreement. The check shall be made payable to Complainant and 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.

7. Respondent shall be liable for a civil penalty in the amount of Five Thousand Dollars (\$5,000) (hereinafter "Penalty Amount") against Respondent for the alleged violations of the LAD. The Director agrees to suspend and automatically vacate the Penalty Amount at the end of the one year monitoring period described in paragraph 19, infra, provided that:

- a. Respondent timely makes payment to Complainant as referenced in paragraphs 5 through 6, supra, of the Consent Decree;
- b. Respondent complies with all the provisions of this Consent Decree; and
- c. The Director of the New Jersey Division on Civil Rights has not issued any determinations of probable cause against Respondent on any discrimination claims during the monitoring period.

8. Respondent shall permit Complainant to install the hard wood floors she described in her request as a reasonable modification for her disability. Respondent may require that the floors installed have the sound dampening padding/cork underlayment described by Complainant in her request for a reasonable modification.

9. The installation of hard wood floors shall be permitted as a reasonable modification for Complainant's disability and the permission to install and maintain hard wood floors in the unit shall remain in effect during the period of time Complainant resides in the unit.

10. In the event the unit is leased to another resident by Complainant, Complainant shall be given a period of ninety (90) days from the date she vacates the unit to install carpets in accordance with Respondent's governing documents, rules and regulations, or otherwise reach an agreement with Respondent on whether the wood floors may remain during the period of the tenancy.

11. If Complainant should sell her unit, she shall advise the new owner in writing, prior to closing, that the governing documents, rules and/or regulations of the Association require the installation of carpets. The new owner shall be given a period of ninety (90) days after closing on the unit to install carpets and otherwise comply with Respondent's governing documents, rules and regulations regarding carpet. Should the new owner fail to comply, Respondent may enforce the governing documents by any means provided by law.

12. In the event that Respondent modifies its governing documents, rules and regulations to permit installation of hard wood floors by all unit owners, neither Complainant nor any subsequent owner of the unit would be required to install carpet under this agreement.

POLICIES AND PROCEDURES

13. Respondent shall review, and revise as necessary, its policies and procedures pertaining to discrimination against residents or applicants for residency with disabilities to ensure compliance with State and Federal law. In conducting this review, Respondent shall ensure its policies and procedures include specific provisions by which a resident or applicant for residency may request a reasonable accommodation or a reasonable modification. Among other things, Respondent's policy should distinguish between a request for a reasonable accommodation and a request for a reasonable modification, recognizing that a tenant should not be charged for a reasonable accommodation, such as a designated accessible parking spot, but may be responsible for the cost of any reasonable modifications to his/her own unit necessitated by a disability. The policy should include the name and title of the person or persons designated to receive, process, and coordinate such requests for Respondent. Respondent's review and revision of its policies pursuant to this paragraph shall be completed within sixty (60) days from the execution of the agreement.

14. Respondent shall forward a copy of the revised policy referenced in paragraph 13 to Housing Manager Russian within ten days of the completion of the review, but at least ten days prior to dissemination to residents as provided in paragraph 13.

15. The policy referenced in paragraph 13 shall be made readily available to residents and/or applicants for residency. Respondent shall notify residents of the policies and procedures

adopted by appending the policy to the minutes of an upcoming board meeting, which are available to all owners via the management office and email. Respondent also agrees to post the policy in the place(s) where Respondent generally posts public notices for residents. Respondent shall also maintain a copy of the policy 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.

TRAINING AND MONITORING OF HOUSING PRACTICES

16. Respondent agrees to train its employees, managers, board members and/or agents and any individual responsible for addressing issues related to requests for accommodation/modification on the LAD and other fair housing laws. 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;
- b. An understanding of Respondent's obligations with regard to addressing requests for 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 the distinction between a request for a reasonable accommodation and a reasonable modification, and an understanding that a tenant should not be charged for a reasonable accommodation;

e. An understanding of what may constitute an undue burden with respect to a request for a reasonable accommodation;

f. An understanding of the distinction between a service animal and a support/assistance animal, and that service animals are to be permitted at Respondent's complex, and that residents or applicants for residency may request a support/assistance animal as a reasonable accommodation;

g. An understanding that Respondent should, as long as it is consistent with New Jersey law, maintain the confidentiality of any information and/or documentation related to an individual's disability and need for reasonable modifications or accommodations; and

h. An understanding that it is a violation of the law to engage in any retaliatory conduct against an individual with a disability or his/her family, or against any witness or participant for requesting an accommodation and/or for assisting in the enforcement of the LAD, or allow any of its employees or agents to engage in any such conduct.

17. Respondent shall also ensure that any individual or entity tasked with addressing requests for reasonable accommodations and/or modifications has a copy of the revised policies and receives appropriate training on the LAD.

18. If Respondent's training is conducted by Respondent or a private firm, Respondent 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. Respondent 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, Respondent may arrange for DCR to conduct the required training.

19. For a period of one year following the execution of this Consent Order by all parties (hereafter referred to as the "Monitoring Time Period"), the Division will monitor Respondent's practices concerning reasonable accommodations/modifications to ensure compliance with the fair housing laws. Within sixty (60) days after the effective date of this Agreement, Respondent shall establish a system to maintain records of all resident or applicants for residency requesting a reasonable accommodation/modification. These records should include the name and contact information of the resident or applicant for residency making the request, whether Respondent granted the request and/or the reason for any rejection. During the one-year Monitoring Time Period, Respondent shall provide the Division with four reports, one every three months, reflecting (1) how many requests for reasonable accommodation/modification, if any, were received by Respondent during that time period, and (2) whether Respondent granted or denied the request, or proposed an alternative accommodation. Respondent shall make records concerning reasonable accommodation requests available to the Division upon request.

DEFAULT AND GENERAL PROVISIONS

20. In the event of a default by Respondent, the Director and/or Complainant shall provide Respondent with written notice of the specific details of Respondent's alleged noncompliance and Respondent 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 Amount and Penalty Amount. Respondent 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.

21. Should Respondent be found in default or fail to timely pay the sums set forth in this agreement, it shall pay, in addition to the sums outlined in paragraphs 5 (“Settlement Amount”) and 7 (“Penalty Amount”), any interest on the amounts, 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.

22. In the event that Respondent defaults with respect to any provision herein, Respondent hereby consents to the entry of this consent order and decree in the Chancery Division of the Superior Court of New Jersey, thereby making this Consent Order and Decree an Order of the Court for purposes of enforcement therein.

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

24. 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.

25. 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.

26. 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.

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

28. This Consent Order is executed in settlement of the allegations made against Respondent 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.

29. 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 or any individual or entity involved in this matter.

30. 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.

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

32. 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 her. Complainant acknowledges that she has not relied upon any advice from Respondent 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 she had the opportunity to retain counsel to review this Agreement prior to its execution but has chosen not to do so.

33. 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.

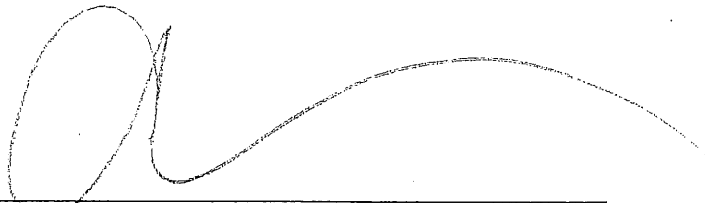
34. Complainant, for and in consideration of the undertakings set forth herein, and intending to be legally bound, does hereby remise, release and discharge the Respondent, Respondent's employees and agents from the allegations of unlawful discrimination as set forth in the Verified Complaint filed in this matter on March 30, 2017, and assigned DCR Docket No. HN17HC-66399.

35. It is acknowledged by Respondent that Complainant is only releasing claims of unlawful discrimination that could have been brought in the Verified Complaint, and expressly does not release or waive any other claims she may have against Respondent, Respondent's employees or Respondent's agents other than those set forth in the Verified Complaint.

36. It is specifically acknowledged that nothing in this Agreement requires Complainant to install hard wood floors, but if she is not going to sell or lease her unit as noted herein she has

the authority to install hard wood floors in accordance with the terms of this Agreement.

37. Upon execution by all the parties, which includes the Director of the Division on Civil Rights, this Agreement shall operate as a complete and final disposition of the charges contained in the above noted Verified Complaint filed against the Respondent 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.



CRAIG SASHIHARA, DIRECTOR
NEW JERSEY DIVISION ON CIVIL RIGHTS

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

For Complainant K. L.:



K. L.

Dated: 

For Respondent Twin Lights Condominium Association:

Paulette Wall
Paulette Wall, Board President

Dated: 6-8-2018