

Buchwald, N.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

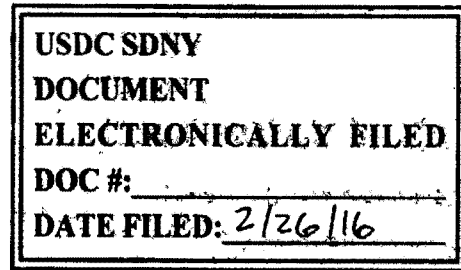
ERASE RACISM, INC.; FAIR HOUSING
JUSTICE CENTER, INC.; LISA DARDEN;
JOHN-MARTIN GREEN; BIANCA JONES;
CLAUDE JAY JONES; ADRIENNE
WILLIAMS; L.B. WILLIAMS; and ANGELA
SCOTT,

Plaintiffs,

v.

EMPIRE MANAGEMENT AMERICA
CORPORATION, SQUARE REALTY GROUP
LLC, and MIRSAD ISUFI,

Defendants.



**SETTLEMENT AGREEMENT
AND ORDER**

Case 15 Civ. 03376

WHEREAS, ERASE Racism, Inc. (“ERASE Racism”); Fair Housing Justice Center, Inc. (“FHJC”); Lisa Darden; John-Martin Green; Bianca Jones; Claude Jay Jones; Adrienne Williams; L.B. Williams; and Angela Scott (collectively, “Plaintiffs”) filed a Complaint on April 30, 2015, and an Amended Complaint on July 15, 2015, against the above-captioned defendants (“Defendants”);

WHEREAS, in the Amended Complaint, Plaintiffs alleged, among other things, that Defendants discriminated against Plaintiffs on the basis of race or color in violation of the federal Fair Housing Act and the Suffolk County Human Rights Law;

WHEREAS, Plaintiffs and Defendants wish to voluntarily resolve the claims raised by Plaintiffs in the Amended Complaint, according to the terms set forth in this Settlement Agreement (“Agreement”), as a compromise to avoid the cost and uncertainty of litigation;

WHEREAS, Defendants have denied the allegations of wrongdoing and liability as set forth in the Amended Complaint and by entering this Agreement do not intend to admit the same;

WHEREAS, Defendants maintain that they have complied and will continue to comply with the federal Fair Housing Act, 42 U.S.C. § 3601 *et seq.* and the Suffolk County Human Rights Law § 528-9; and

WHEREAS, Plaintiffs and Defendants have voluntarily agreed to the terms of this Agreement and jointly request that it be so-ordered by the Court, as indicated by the signatures appearing below:

IT IS HEREBY AGREED by and between Plaintiffs and Defendants that:

I. TERM AND SCOPE OF AGREEMENT

1. All obligations under this Agreement, unless otherwise specified, shall commence within ten (10) business days from the date this Agreement is so-ordered by the Court and shall continue for a period of three (3) years from that date.

2. Where the phrase “Corporate Defendants” is used in this Agreement, it shall refer to Empire Management America Corporation (“Empire Management”) and Square Realty Group LLC (“Square Realty”), and any of their owners, employees, agents, officers, heirs, assigns, subsidiaries, or successors in interest.

3. Where the phrase “Organizational Plaintiffs” is used in this Agreement, it shall refer to ERASE Racism, Inc. and Fair Housing Justice Center, Inc. (“FHJC”).

4. Where the phrase “Individual Plaintiffs” is used in this Agreement, it shall refer to Lisa Darden; John-Martin Green; Bianca Jones; Claude Jay Jones; Adrienne Williams; L.B. Williams; and Angela Scott.

5. Where the phrase “Mayfair Gardens” is used in this Agreement, it shall refer to Mayfair Gardens Apartments located at 11 Mayfair Gardens, Commack, New York in Suffolk County.

6. Where the phrase “effective date of this Agreement” is used in this Agreement, it shall refer to the date the Court so-orders this Agreement.

7. Where e-mail notice to the Organizational Plaintiffs is required by this Agreement, it shall require an email to be sent to legal@eraseracismny.org and FHJC@fairhousingjustice.org.

8. This Agreement shall be binding on Defendants and any of their owners, employees, agents, representatives, officers, heirs, assigns, subsidiaries, or successors in interest, unless otherwise specified. This Agreement is not binding on independent real estate brokers or sales persons whose services Defendants may utilize from time-to-time during the term of this agreement, unless otherwise specified.

9. This Agreement will continue to operate for a period of three years unless the property is sold or transferred to a person or entity who is not a principal of either Empire Management America Corporation or Square Realty Group LLC (the “Corporate Defendants”), related by blood or marriage to a principal of either Corporate Defendants, and is not related by blood or marriage to Fred Ohebshalom.

10. Any time-limits for performance imposed by this Agreement may be extended by the mutual, written agreement of the Organizational Plaintiffs and the Corporate Defendants or by the Court after a finding of noncompliance.

II. MONETARY RELIEF AND DISMISSAL OF COMPLAINT

11. The Corporate Defendants shall pay Plaintiffs and their attorneys, Emery Celli Brinckerhoff & Abady LLP (“ECBA”), the total sum of Two Hundred Thirty Thousand Dollars (\$230,000.00) in full and final settlement of all Plaintiffs’ claims including, but not limited to, damages, attorneys’ fees, and costs (the “Settlement Amount”). The payment shall be made payable to “Emery Celli Brinckerhoff & Abady LLP as attorneys for Plaintiffs ERASE Racism, Inc.; FHJC; Lisa Darden; John-Martin Green; Bianca Jones; Claude Jay Jones; Adrienne Williams; L.B. Williams; and Angela Scott.” Defendants shall deliver this payment to ECBA, 600 Fifth Avenue, 10th Floor, New York, New York, 10020. The Settlement Amount shall be paid in full in one payment payable within ten (10) business days after the effective date of this Agreement.

12. The parties shall not file a Stipulation and Order of Dismissal with the Court to dismiss the case until after the Defendants pay the Settlement Amount in full. Plaintiffs’ counsel shall hold the Stipulation and Order of Dismissal in escrow until receipt of the payment in full at the address specified in the preceding paragraph.

13. Within five (5) days of the date the Corporate Defendants pay the Settlement Amount, Plaintiffs’ counsel shall file a Stipulation of Dismissal with Prejudice, providing for dismissal of all claims and defenses by and against Defendants, together with any and all of Defendants’ defenses and counterclaims against Plaintiffs, except without prejudice to the Corporate Plaintiffs reopening the case by motion to enforce compliance with the Agreement. Except for as provided herein, both sides shall bear their own attorneys’ fees and costs. That Stipulation of Dismissal is attached as Exhibit A.

III. GENERAL INJUNCTIVE RELIEF

14. Defendants and their employees and agents shall not discriminate against persons, including Plaintiffs, on the basis of race and/or color regarding the rental of dwellings and housing accommodations in violation of the federal Fair Housing Act, 42 U.S.C. § 3601 *et seq.* and the Suffolk County Human Rights Law.

15. Defendants will not take any action that would coerce, intimidate, threaten or interfere with any of the Plaintiffs herein in the exercise or enjoyment of, or on account of their having aided or encouraged any other person in the exercise or enjoyment of rights guaranteed by the federal Fair Housing Act and state and local fair housing laws that prohibit housing discrimination.

16. Corporate Defendants shall apply neutral policies, procedures, requirements, rules and regulations to all their tenants, to all persons who inquire about apartments to rent, and to all persons who submit applications for rent at Mayfair Gardens.

17. Corporate Defendants will not require persons who apply to rent apartment at Mayfair Gardens to pay a broker's fee as a term or condition of rental and will instruct their employees and agents to inform persons inquiring about apartments for rent at Mayfair Gardens that applicants are not required to pay a broker's fee.

18. Corporate Defendants will use a "guest card" or some other similar form at Mayfair for prospective applicants to complete indicating the number of bedrooms and the date of availability they are seeking along with their contact information and who referred them to Mayfair Gardens. The form will also be used by the Corporate Defendants' employees and agents to write down which apartments are shown to the person, the date they were shown, and

the name of the person who showed them. The form will not be used as a rental application or to conduct credit or other background checks.

19. Corporate Defendants will publicly advertise apartments at Mayfair Gardens when they become available for rent. Corporate Defendants shall advertise available apartments on the Internet, although Corporate Defendants may elect to advertise apartments using other media outlets, in addition to the Internet. Corporate Defendants shall notify Organizational Plaintiffs by e-mail of the website on which it advertises available apartments within five (5) days of posting the first advertisement and shall notify Organizational Plaintiffs within five (5) days in the event Corporate Defendants begin to advertise available apartments on any other website(s) during the term of this Agreement. To the extent that the advertisements indicate only the categories of apartments (e.g. studio, one-bedroom, or two-bedroom apartments) that are available for rent and not specific units, Corporate Defendants shall notify Organizational Plaintiffs by e-mail of the specific apartment number within five (5) days of the unit becoming available for rent. If said Defendants list an apartment for rent with a real estate broker or salesperson, they shall instruct their agent to include in any advertisements placed by the agent, that the apartments are “no fee.”

20. Corporate Defendants shall designate one or more persons within five (5) days of the effective date of this Agreement to show apartments at Mayfair Gardens on Saturdays and Sundays. Corporate Defendants shall inform Plaintiffs’ counsel of the name and work address of each person who has been designated in accordance with this paragraph within five (5) days of the designation.

21. Corporate Defendants will designate one or more persons within ninety (90) days of the effective date of this Agreement to show apartments at Mayfair Gardens

Monday through Sunday. Corporate Defendants shall inform Plaintiffs' counsel of the name and work address of each person who has been designated in accordance with this paragraph within five (5) days of the designation.

22. Until Corporate Defendants designate the individual(s) referenced in Paragraph 21 of this Agreement, Defendant Isufi is permitted to show apartments to all prospective applicants Monday through Friday. He is not permitted to do so on Saturday or Sunday. Defendant Isufi is required to provide prospective applicants the name, telephone number, and e-mail address of a person at Defendant Empire Management who may be contacted for information on dates of availabilities, rent amounts, the application process, and other similar information. Defendant Isufi shall not provide any of this information himself and will not hand out rental applications or explain the Mayfair Gardens' application process to anyone. Mr. Isufi is required to fill out a "guest card," as described in Paragraph 17 of this Agreement, each time he shows an apartment.

23. Corporate Defendants shall notify the Organizational Plaintiffs by e-mail within five (5) business days if Defendant Isufi's employment at Mayfair Gardens is terminated.

24. Defendant Isufi shall notify Plaintiffs' counsel in writing within thirty (30) days if he obtains employment as a building superintendent or any other position related to the rental or sale of housing, including if he obtains a real estate sales person or broker's license. The notice shall include the name and address of Defendant Isufi's employer, the address of where he works, and a brief description of his duties. The notice shall be sent to ECBA, 600 Fifth Avenue, 10th Floor, New York, NY, 10020.

IV. FAIR HOUSING POLICIES AND PRACTICES

25. Corporate Defendants shall adopt the written anti-discrimination policy attached as Exhibit B. Empire Management will distribute that policy to all of its employees who work at the company's Manhattan office. Corporate Defendants shall also distribute the policy to the principals of Empire Management and Square Realty, Defendant Isufi, and the individual designated to show apartments at Mayfair Gardens pursuant to Paragraphs 19 and 20. Those who receive the policy will sign the acknowledgment of receipt that is attached as Exhibit C to this Agreement.

26. Corporate Defendants shall use the fair housing logo and/or the phrase "equal housing opportunity" on their website, all rental advertisements, and on any rental application form. An example of the fair housing logo is attached as Exhibit D.

27. Corporate Defendants shall post a HUD fair housing poster at Mayfair Gardens in a location that is clearly visible to the general public. An example of a HUD fair housing poster is attached as Exhibit E.

28. For Mayfair Gardens, Corporate Defendants shall use a standardized rental application form that includes (a) a question inquiring how the applicant learned about Mayfair Gardens and (b) a statement advising applicants of their fair housing rights, including a contact telephone number and website address for the FHJC at www.fairhousingjustice.org.

29. Corporate Defendants shall add the following text to its rental application for Mayfair Gardens: "We are committed to equal housing opportunity. We do not discriminate based on race, color, national origin, ethnicity, sex, gender, religion, creed, disability, lawful source of income, sexual orientation, familial status, age, marital status, military or veteran status, or status as a victim of domestic violence."

V. FAIR HOUSING TRAINING

30. Each Defendant and their employees/agents with responsibility for (a) renting or marketing apartments, (b) showing apartments, (c) providing information about apartments for rent to prospective renters, or (d) obtaining, evaluating, or processing rental applications at Mayfair Gardens shall attend two (2) fair housing training sessions during the term of this Agreement to be conducted by Kevin Cremin of MFY Legal Services at a location in Brooklyn or Manhattan to be agreed upon between Corporate Defendants and the trainer. This training shall occur one time within one hundred twenty (120) days of the effective date of this Agreement and one time during the third year of this Agreement. Corporate Defendants shall pay \$1,500 to MFY Legal Services for each training session within 30 days of receipt of an invoice from MFY Legal Services. Corporate Defendants shall pay any cost that is associated with providing a location for the training, such as a room rental fee.

31. The trainings referenced in the paragraphs, above, shall include information about federal, state, and local fair housing laws as they relate to all aspects of the renting of apartments, as well as instruction on the terms of the Agreement.

32. The individuals trained in the trainings referenced in the paragraphs, above, shall verify their attendance at the training in writing. Within ten (10) business days of the date of the trainings required by this Agreement, the Corporate Defendants shall email the Organizational Plaintiffs a copy of the attendance verifications and the date on which the trainings were conducted.

33. The obligations of this Section regarding training do not apply to independent real estate brokers or salespersons unless they are designated to show apartments at Mayfair Gardens by the Corporate Defendants pursuant to Paragraphs 20 or 21.

VI. RECORDKEEPING PROVISIONS

34. Corporate Defendants shall maintain the following records throughout the term of this Agreement electronically and/or in paper:

- a. all advertisements regarding the Mayfair Gardens property;
- b. all signed acknowledgments of receipt of the fair housing policy, as referred to in Paragraph 24;
- c. all Mayfair Gardens rental applications and supportive documentation received;
- d. an attendance list for all trainings conducted pursuant to this Agreement; and
- e. completed “guest cards” described in Paragraph 17.

35. Upon reasonable notice, the Corporate Defendants shall permit the Organizational Plaintiffs to inspect and copy the records described in the preceding paragraph once per year (in total, not each organization) during the term of this Agreement, except that the Organizational Plaintiffs will not be permitted to inspect or copy social security numbers, tax returns, banking information, or credit reports.

VII. RELEASES

36. In exchange for Defendants’ agreement to the terms set forth above, Plaintiffs hereby release, acquit, and forever discharge with prejudice, and subject to the terms of this Agreement, Defendants and all employees, parents, owners, shareholders, agents, trustees, board members, insurers, bond holders, attorneys, subsidiaries and affiliated entities from any and all liability, claims, or rights of action arising from the allegations in the Complaint and Amended Complaint filed in this action, including, but not limited to, claims for costs, expenses, and attorneys’ fees.

37. Defendants hereby release, acquit, and forever discharge Plaintiffs, with prejudice and subject to the terms of this Agreement, from any and all claims, demands, causes of action, or liabilities, at law or in equity arising that Defendants have against Plaintiffs as of the date the Agreement is fully executed.

VIII. ADMINISTRATION OF AGREEMENT

38. 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.

39. 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 filing a motion with the Court to enforce and/or modify this Agreement.

40. This Agreement shall be deemed to have been jointly drafted and no provision herein shall be interpreted or construed for or against any party because such party drafted or requested such provision, or this Agreement as a whole.

IX. SEVERABILITY

41. 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 to this Agreement 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.

X. MISCELLANEOUS

42. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Agreement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

43. The parties expressly represent and warrant that they have full legal capacity to enter into this Agreement, that they have carefully read and fully understand this Agreement, that they have had the opportunity to review this Agreement with their attorneys and that they have executed this Agreement voluntarily, without duress, coercion or undue influence.

44. 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 and have the same binding legal effect as an original signature on an original document.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.


AGREED TO BY THE PARTIES:

Dated: Feb. 12, 2016

Dated: _____, 2016

EMERY CELLI BRINCKERHOFF &
ABADY LLP

CAMPOLO, MIDDLETON, &
McCORMICK, LLP

By: 
Diane L. Houk
Theodor O. Oxholm
600 Fifth Avenue, 10th Floor
New York, New York 10020
Telephone: (212) 763-5000
Facsimile: (212) 763-5001

By: _____
Patrick McCormick, Esq.
4175 Veterans Memorial Highway
Suite 400
Ronkonkoma, New York 11779
Telephone: (631) 738-9100
Facsimile: (631) 738-0659

Attorneys for Plaintiffs

Attorneys for Defendants

By: _____
LISA DARDEN

By: _____
EMPIRE MANAGEMENT AMERICA
CORPORATION

By: _____
JOHN-MARTIN GREEN

By: _____
SQUARE REALTY GROUP, LLC

By: _____
BIANCA JONES

By: _____
MIRSAD ISUFI

By: _____
CLAUDE JAY JONES

By: _____
ADRIENNE WILLIAMS

By: _____
L.B. WILLIAMS

By: _____
ANGELA SCOTT

By: _____
ERASE RACISM, INC.

By: _____
FAIR HOUSING JUSTICE CENTER, INC.

Dated: _____, 2016

EMERY CELLI BRINCKERHOFF &
ABADY LLP

By: _____

Diane L. Houk
Theodor O. Oxholm
600 Fifth Avenue, 10th Floor
New York, New York 10020
Telephone: (212) 763-5000
Facsimile: (212) 763-5001

Attorneys for Plaintiffs

By:  _____
LISA DARDEN

By: _____
JOHN-MARTIN GREEN

By: _____
BIANCA JONES

By: _____
CLAUDE JAY JONES

By: _____
ADRIENNE WILLIAMS

By: _____
L.B. WILLIAMS

By: _____
ANGELA SCOTT

By: _____
ERASE RACISM, INC.

By: _____
FAIR HOUSING JUSTICE CENTER, INC.

Dated: _____, 2016

CAMPOLO, MIDDLETON, &
McCORMICK, LLP

By: _____

Patrick McCormick, Esq.
4175 Veterans Memorial Highway
Suite 400
Ronkonkoma, New York 11779
Telephone: (631) 738-9100
Facsimile: (631) 738-0659

Attorneys for Defendants

By: _____
EMPIRE MANAGEMENT AMERICA
CORPORATION

By: _____
SQUARE REALTY GROUP, LLC

By: _____
MIRSAD ISUFI

AGREED TO BY THE PARTIES:

Dated: _____, 2016

Dated: _____, 2016

EMERY CELLI BRINCKERHOFF &
ABADY LLP

CAMPOLO, MIDDLETON, &
McCORMICK, LLP

By: _____

Diane L. Houk
Theodor O. Oxholm
600 Fifth Avenue, 10th Floor
New York, New York 10020
Telephone: (212) 763-5000
Facsimile: (212) 763-5001

By: _____

Patrick McCormick, Esq.
4175 Veterans Memorial Highway
Suite 400
Ronkonkoma, New York 11779
Telephone: (631) 738-9100
Facsimile: (631) 738-0659

Attorneys for Plaintiffs

Attorneys for Defendants

By: _____

LISA DARDEN

By: _____

EMPIRE MANAGEMENT AMERICA
CORPORATION

By: _____

JOHN MARTIN GREEN

By: _____

SQUARE REALTY GROUP, LLC

By: _____

BIANCA JONES

By: _____

MIRSAD ISUFI

By: _____

CLAUDE JAY JONES

By: _____

ADRIENNE WILLIAMS

By: _____

L.B. WILLIAMS

By: _____

ANGELA SCOTT

By: _____

ERASE RACISM, INC.

By: _____

FAIR HOUSING JUSTICE CENTER, INC.

AGREED TO BY THE PARTIES:

Dated: 2-11-2016, 2016

Dated: _____, 2016

EMERY CELLI BRINCKERHOFF &
ABADY LLP

CAMPOLO, MIDDLETON, &
McCORMICK, LLP

By: _____

Diane L. Houk
Theodor O. Oxholm
600 Fifth Avenue, 10th Floor
New York, New York 10020
Telephone: (212) 763-5000
Facsimile: (212) 763-5001

By: _____

Patrick McCormick, Esq.
4175 Veterans Memorial Highway
Suite 400
Ronkonkoma, New York 11779
Telephone: (631) 738-9100
Facsimile: (631) 738-0659

Attorneys for Plaintiffs

Attorneys for Defendants

By: _____

LISA DARDEN

By: _____

EMPIRE MANAGEMENT AMERICA
CORPORATION

By: _____

JOHN-MARTIN GREEN

By: _____

SQUARE REALTY GROUP, LLC

By:  _____

BIANCA JONES

By: _____

MIRSAD ISUFI

By: _____

CLAUDE JAY JONES

By: _____

ADRIENNE WILLIAMS

By: _____

L.B. WILLIAMS

By: _____

ANGELA SCOTT

By: _____

ERASE RACISM, INC.

By: _____

FAIR HOUSING JUSTICE CENTER, INC.

AGREED TO BY THE PARTIES:

Dated: 2-12-16, 2016

Dated: _____, 2016

EMERY CELLI BRINCKERHOFF &
ABADY LLP

CAMPOLO, MIDDLETON, &
McCORMICK, LLP

By: _____

Diane L. Houk
Theodor O. Oxholm
600 Fifth Avenue, 10th Floor
New York, New York 10020
Telephone: (212) 763-5000
Facsimile: (212) 763-5001

Attorneys for Plaintiffs

By: _____

Patrick McCormick, Esq.
4175 Veterans Memorial Highway
Suite 400
Ronkonkoma, New York 11779
Telephone: (631) 738-9100
Facsimile: (631) 738-0659

Attorneys for Defendants

By: _____

LISA DARDEN

By: _____

EMPIRE MANAGEMENT AMERICA
CORPORATION

By: _____

JOHN-MARTIN GREEN

By: _____

SQUARE REALTY GROUP, LLC

By: _____

BIANCA JONES

By: _____

MIRSAD ISUFI

By: _____

CLAUDE JAY JONES

By: _____

ADRIENNE WILLIAMS

By: _____

L.B. WILLIAMS

By: _____

ANGELA SCOTT

By: _____

ERASE RACISM, INC.

By: _____

FAIR HOUSING JUSTICE CENTER, INC.

AGREED TO BY THE PARTIES:

Dated: _____, 2016

Dated: _____, 2016

EMERY CELLI BRINCKERHOFF &
ABADY LLP

CAMPOLO, MIDDLETON, &
McCORMICK, LLP

By: _____

Diane L. Houk
Theodor O. Oxholm
600 Fifth Avenue, 10th Floor
New York, New York 10020
Telephone: (212) 763-5000
Facsimile: (212) 763-5001

Attorneys for Plaintiffs

By: _____

Patrick McCormick, Esq.
4175 Veterans Memorial Highway
Suite 400
Ronkonkoma, New York 11779
Telephone: (631) 738-9100
Facsimile: (631) 738-0659

Attorneys for Defendants

By: _____

LISA DARDEN

By: _____

EMPIRE MANAGEMENT AMERICA
CORPORATION

By: _____

JOHN-MARTIN GREEN

By: _____

SQUARE REALTY GROUP, LLC

By: _____

BIANCA JONES

By: _____

MIRSAD ISUFI

By: _____

CLAUDE JAY JONES

By: 
ADRIENNE WILLIAMS

By: _____

L.B. WILLIAMS

By: _____

ANGELA SCOTT

By: _____

ERASE RACISM, INC.

By: _____

FAIR HOUSING JUSTICE CENTER, INC.

AGREED TO BY THE PARTIES:

Dated: _____, 2016

Dated: _____, 2016

EMERY CELLI BRINCKERHOFF &
ABADY LLP

CAMPOLO, MIDDLETON, &
McCORMICK, LLP

By: _____

Diane L. Houk
Theodor O. Oxholm
600 Fifth Avenue, 10th Floor
New York, New York 10020
Telephone: (212) 763-5000
Facsimile: (212) 763-5001

Attorneys for Plaintiffs

By: _____

Patrick McCormick, Esq.
4175 Veterans Memorial Highway
Suite 400
Ronkonkoma, New York 11779
Telephone: (631) 738-9100
Facsimile: (631) 738-0659

Attorneys for Defendants

By: _____

LISA DARDEN

By: _____

EMPIRE MANAGEMENT AMERICA
CORPORATION

By: _____

JOHN-MARTIN GREEN

By: _____

SQUARE REALTY GROUP, LLC

By: _____

BIANCA JONES

By: _____

MIRSAD ISUFI

By: _____

CLAUDE JAY JONES

By: _____

ADRIENNE WILLIAMS

By: *L.B. Williams*

L.B. WILLIAMS

By: _____

ANGELA SCOTT

By: _____

ERASE RACISM, INC.

By: _____

FAIR HOUSING JUSTICE CENTER, INC.

AGREED TO BY THE PARTIES:

Dated: FEB 11, 2016

Dated: _____, 2016

EMERY CELLI BRINCKERHOFF &
ABADY LLP

CAMPOLO, MIDDLETON, &
McCORMICK, LLP

By: _____

Diane L. Houk
Theodor O. Oxholm
600 Fifth Avenue, 10th Floor
New York, New York 10020
Telephone: (212) 763-5000
Facsimile: (212) 763-5001

By: _____

Patrick McCormick, Esq.
4175 Veterans Memorial Highway
Suite 400
Ronkonkoma, New York 11779
Telephone: (631) 738-9100
Facsimile: (631) 738-0659

Attorneys for Plaintiffs

Attorneys for Defendants

By: _____

LISA DARDEN

By: _____

EMPIRE MANAGEMENT AMERICA
CORPORATION

By: _____

JOHN-MARTIN GREEN

By: _____

SQUARE REALTY GROUP, LLC

By: _____

BIANCA JONES

By: _____

MIRSAD ISUFI

By: _____

CLAUDE JAY JONES

By: _____

ADRIENNE WILLIAMS

By: _____

L.B. WILLIAMS

By: _____

ANGELA SCOTT

By: _____

ERASE RACISM, INC.

By: _____

FAIR HOUSING JUSTICE CENTER, INC.

AGREED TO BY THE PARTIES:

Dated: _____, 2016

Dated: _____, 2016

EMERY CELLI BRINCKERHOFF &
ABADY LLP

CAMPOLO, MIDDLETON, &
McCORMICK, LLP

By: _____

Diane L. Houk
Theodor O. Oxholm
600 Fifth Avenue, 10th Floor
New York, New York 10020
Telephone: (212) 763-5000
Facsimile: (212) 763-5001

Attorneys for Plaintiffs

By: _____

Patrick McCormick, Esq.
4175 Veterans Memorial Highway
Suite 400
Ronkonkoma, New York 11779
Telephone: (631) 738-9100
Facsimile: (631) 738-0659

Attorneys for Defendants

By: _____

LISA DARDEN

By: _____
EMPIRE MANAGEMENT AMERICA
CORPORATION

By: _____

JOHN-MARTIN GREEN

By: _____
SQUARE REALTY GROUP, LLC

By: _____

BIANCA JONES

By: _____
MIRSAD ISUFI

By: _____

CLAUDE JAY JONES

By: _____

ADRIENNE WILLIAMS

By: _____

L.B. WILLIAMS

By: _____

ANGELA SCOTT

By: 
ERASE RACISM, INC.

By: _____

FAIR HOUSING JUSTICE CENTER, INC.

AGREED TO BY THE PARTIES:

Dated: _____, 2016

Dated: _____, 2016

EMERY CELLI BRINCKERHOFF &
ABADY LLP

CAMPOLO, MIDDLETON, &
McCORMICK, LLP

By: _____

Diane L. Houk
Theodor O. Oxholm
600 Fifth Avenue, 10th Floor
New York, New York 10020
Telephone: (212) 763-5000
Facsimile: (212) 763-5001

Attorneys for Plaintiffs

By: _____

Patrick McCormick, Esq.
4175 Veterans Memorial Highway
Suite 400
Ronkonkoma, New York 11779
Telephone: (631) 738-9100
Facsimile: (631) 738-0659

Attorneys for Defendants

By: _____

LISA DARDEN

By: _____

EMPIRE MANAGEMENT AMERICA
CORPORATION

By: _____

JOHN-MARTIN GREEN

By: _____

SQUARE REALTY GROUP, LLC

By: _____

BIANCA JONES

By: _____

MIRSAD ISUFI

By: _____

CLAUDE JAY JONES

By: _____

ADRIENNE WILLIAMS

By: _____

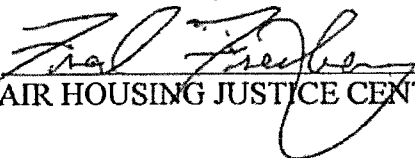
L.B. WILLIAMS

By: _____

ANGELA SCOTT

By: _____

ERASE RACISM, INC.

By:  _____
FAIR HOUSING JUSTICE CENTER, INC.

AGREED TO BY THE PARTIES:

Dated: _____, 2016

EMERY CELLI BRINCKERHOFF &
ABADY LLP

By: _____

Diane L. Houk
Theodor O. Oxholm
600 Fifth Avenue, 10th Floor
New York, New York 10020
Telephone: (212) 763-5000
Facsimile: (212) 763-5001

Attorneys for Plaintiffs

By: _____

LISA DARDEN

By: _____

JOHN-MARTIN GREEN

By: _____

BIANCA JONES

By: _____

CLAUDE JAY JONES

By: _____

ADRIENNE WILLIAMS

By: _____

L.B. WILLIAMS

By: _____

ANGELA SCOTT

By: _____

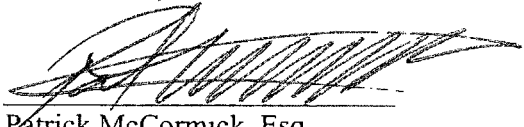
ERASE RACISM, INC.

By: _____

FAIR HOUSING JUSTICE CENTER, INC.

Dated: 2/12, 2016

CAMPOLO, MIDDLETON, &
McCORMICK, LLP

By:  _____

Patrick McCormick, Esq.
4175 Veterans Memorial Highway
Suite 400
Ronkonkoma, New York 11779
Telephone: (631) 738-9100
Facsimile: (631) 738-0659

Attorneys for Defendants

By: _____

EMPIRE MANAGEMENT AMERICA
CORPORATION

By: _____

SQUARE REALTY GROUP, LLC

By:  _____

MIRSAD ISCEFI

AGREED TO BY THE PARTIES:

Dated: _____, 2016

EMERY CELLI BRINCKERHOFF &
ABADY LLP

By: _____

Diane L. Houk
Theodor O. Oxholm
600 Fifth Avenue, 10th Floor
New York, New York 10020
Telephone: (212) 763-5000
Facsimile: (212) 763-5001

Attorneys for Plaintiffs

By: _____

LISA DARDEN

By: _____

JOHN-MARTIN GREEN

By: _____

BIANCA JONES

By: _____

CLAUDE JAY JONES

By: _____

ADRIENNE WILLIAMS

By: _____

L.B. WILLIAMS

By: _____

ANGELA SCOTT

By: _____

ERASE RACISM, INC.

By: _____

Dated: _____, 2016

CAMPOLO, MIDDLETON, &
McCORMICK, LLP

By: _____

Patrick McCormick, Esq.
4175 Veterans Memorial Highway
Suite 400
Ronkonkoma, New York 11779
Telephone: (631) 738-9100
Facsimile: (631) 738-0659

Attorneys for Defendants

By:  _____

EMPIRE MANAGEMENT AMERICA
CORPORATION

By:  _____

SQUARE REALTY GROUP, LLC

By: _____

MIRSAD ISUFI

It is so ORDERED this 25th day of February 2016.

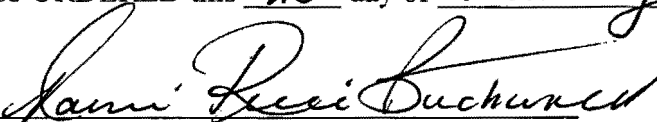


HON. NAOMI REICE BUCHWALD
UNITED STATES DISTRICT JUDGE 

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ERASE RACISM, INC.; FAIR HOUSING
JUSTICE CENTER, INC.; LISA DARDEN;
JOHN-MARTIN GREEN; BIANCA JONES;
CLAUDE JAY JONES; ADRIENNE
WILLIAMS; L.B. WILLIAMS; and ANGELA
SCOTT,

Plaintiffs,

v.

EMPIRE MANAGEMENT AMERICA
CORPORATION, SQUARE REALTY GROUP
LLC, and MIRSAD ISUFI,

Defendants.

15 Civ. 03376

**STIPULATION AND ORDER OF
DISMISSAL WITH PREJUDICE**

WHEREAS, Plaintiffs and Defendants, through their undersigned counsel,
stipulate and agree as follows:

1. This action is hereby dismissed with prejudice, pursuant to the terms of the Settlement Agreement and Order signed by the Court on _____, 2016.
2. The Court shall retain jurisdiction over this action for the sole purpose of enforcing compliance with the terms of the Settlement Agreement and Order.
3. A facsimile or scanned copy of this stipulation will be considered the same as an original and may be filed with the court electronically or by facsimile transmission.

Dated: _____, 2016
New York, New York

[signature page to follow]

EMERY CELLI BRINCKERHOFF &
ABADY LLP

CAMPOLO, MIDDLETON, &
McCORMICK, LLP

By: _____

Diane L. Houk
Theodor O. Oxholm
600 Fifth Avenue, 10th Floor
New York, New York 10020

Attorneys for Plaintiffs

By: _____

Patrick McCormick, Esq.
4175 Veterans Memorial Highway
Suite 400
Ronkonkoma, New York 11779
Telephone: (631) 738-9100
Facsimile: (631) 738-0659

Attorneys for Defendants

It is so ORDERED this _____ day of _____ 2016.

HON. NAOMI REICE BUCHWALD
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT B

EQUAL HOUSING OPPORTUNITY POLICY

EMPIRE MANAGEMENT AMERICA CORPORATION and SQUARE REALTY GROUP LLC are committed to equal housing opportunity at our apartment buildings. Consistent with this policy, you must not do any of the following during the course of your work for our companies:

1. Refuse to show, refuse to negotiate for the rental of, refuse to rent, or otherwise make unavailable or deny, an apartment to any person because of race, color, national origin, ethnicity, sex, gender, religion, creed, disability, lawful source of income, sexual orientation, familial status, age, marital status, military or veteran status, or status as a victim of domestic violence (each is a “prohibited basis”);
2. Discriminate against any person in the terms, conditions or privileges of renting an apartment or in providing services or facilities in connection with renting an apartment because of a prohibited basis, including stating or quoting different rents for the same apartments and not providing applications to prospective tenants because of a prohibited basis;
3. Make any verbal or written statement, including advertising, with respect to the rental of an apartment that indicates any preference, limitation, or discrimination concerning a prohibited basis; and
4. Represent to any person because of a prohibited basis that any apartment is not available for inspection or rental when such apartment is in fact so available, including refusing to show apartments that are available to rent.

Any action you take because of a prohibited basis that has the effect of making housing unavailable to persons protected under these laws constitutes a violation of federal, state, and local laws. You should understand that any violation of this Equal Housing Opportunity Policy will lead to discipline, up to and including termination of your work with our companies.

EXHIBIT C

ACKNOWLEDGMENT AND AGREEMENT

I acknowledge that I have received and read the Equal Housing Opportunity Policy for EMPIRE MANAGEMENT AMERICA CORPORATION and SQUARE REALTY GROUP LLC. I agree to comply with the terms of the Policy and with all federal, state, and local housing discrimination laws.

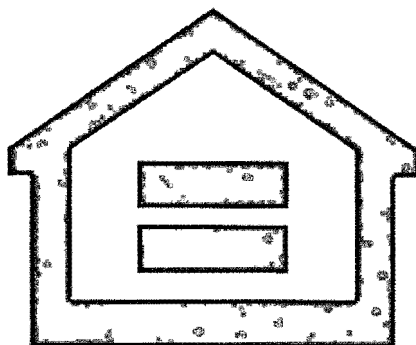
DATE

EMPLOYEE/AGENT NAME (PRINT)

EMPLOYEE/AGENT TITLE

EMPLOYEE/AGENT SIGNATURE

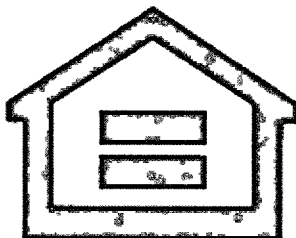
EXHIBIT D



**EQUAL HOUSING
OPPORTUNITY**

EXHIBIT E

U. S. Department of Housing and Urban Development



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

- | | |
|---|---|
| <input type="checkbox"/> In the sale or rental of housing or residential lots | <input type="checkbox"/> In the provision of real estate brokerage services |
| <input type="checkbox"/> In advertising the sale or rental of housing | <input checked="" type="checkbox"/> In the appraisal of housing |
| <input type="checkbox"/> In the financing of housing | <input checked="" type="checkbox"/> Blockbusting is also illegal |

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**

Previous editions are obsolete

Form HUD-928.1 (2/2003)