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STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW
OAL DOCKET NO.: CRT2915-2008S
AGENCY DOCKET NO: HM09QW-05917

IRENE ROSEN AS ADMINISTRATRIX
THE ESTATE OF LYLE ROSEN and
THE DIRECTOR OF THE DIVISION
ON CIVIL RIGHTS,

Complainants,

v.

GLENWOOD APARTMENTS AND
COUNTRY CLUB,

Respondent.

ADMINISTRATIVE ACTION

**STIPULATION OF SETTLEMENT
AND DISMISSAL**

WHEREAS, a Verified Complaint was filed with the State of New Jersey, Division on Civil Rights ("the Division") on December 6, 2005 by Complainant Lyle Rosen ("Rosen" or "Complainant"), under Division docket HM09QW-05917, alleging that Respondent Glenwood Apartments & Country Club ("Respondent") discriminated against him in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. ("LAD"), specifically within the

meaning of N.J.S.A. 10:5-12(g)(1) and (4), because of disability and source of lawful income or rent subsidy used for rental payments;

WHEREAS, the Respondent filed an answer to the complaint denying the material allegations in the complaint;

WHEREAS, the Division conducted an investigation of Rosen's complaint, which revealed: that Respondent operates an apartment complex in Old Bridge, Middlesex County New Jersey; that in 2005, Respondent rented a one-bedroom apartments for \$910 per month; that as an eligibility requirement Respondent required prospective tenants seeking a one-bedroom apartment to have a minimum annual income of \$40,000; that Complainant was eligible to receive a rental from the Section 8 rental assistance program that would be paid directly to Respondent; that it is asserted that Complainant had sufficient income from other sources to pay the balance of the rent; that Complainant did not have a yearly income of \$40,000; that Complainant was denied a one-bedroom apartment;

WHEREAS, the Division's investigation raised the suspicion that Respondent's policy of requiring a minimum yearly income had an adverse effect of screening out Rosen who relied upon a Section 8 rental subsidy to pay a substantial portion of his rental obligation;

WHEREAS, based on the findings of the investigation, the Director of the Division on Civil Rights ("Director") issued a Finding of Probable Cause on March 15, 2007 as to Complainant's claims of discrimination based on source of lawful income used for rental payments;

WHEREAS, the Division's investigation failed to disclose sufficient evidence to support the allegation that Respondent denied Complainant the opportunity to rent an apartment because

he was disabled, and the Director issued a finding of no probable cause on Complainant's disability discrimination claim; and

WHEREAS, on March 15, 2007, the Director intervened in the public interest pursuant to N.J.A.C. 13:4-2.2(e), and the Verified Complaint was amended to include the Director as a complainant;

WHEREAS, Lyle Rosen passed away, and the caption was subsequently amended to reflect that Irene Rosen, as the Administratrix for the Estate of Lyle Rosen, was substituted as the complainant;

WHEREAS, the matter was transmitted to the Office of Administrative Law for a plenary hearing;

WHEREAS, the Respondent continues to deny the allegations of the complaint but has made a business decision that to settle the matter without the necessity of a public hearing would be in the interests of all parties; and

WHEREAS, the Parties commenced settlement discussions and desire to amicably settle the matter without the necessity and expense of further litigation with no admissions whatsoever;

NOW, THEREFORE, in consideration of the promises and mutual obligations herein set forth, the Parties on this 5th day of DEC, 2012, hereby agree as follows:

PERMANENT INJUNCTIVE RELIEF

1. Respondent agrees to voluntarily refrain from and is hereby enjoined from discriminating against any resident or applicant on the basis 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, disability, nationality or source of lawful income used for rental or mortgage payments, including taking any action or establishing any practice or policy that has the effect of discriminating against a person or persons on any of the foregoing bases.

2. Respondent agrees to voluntarily refrain from and is hereby enjoined from taking retaliatory action against any person who, in any way, participated or will participate in the investigation or litigation of this matter.

3. Respondent agrees that it shall not apply a minimum annual income requirement to disqualify any applicant who will pay a significant portion of his or her rent with a rental subsidy. Nothing herein shall preclude Respondent from the non-discriminatory use of a minimum annual income requirement for applicants not relying upon rental subsidies; nor shall it preclude Respondent from screening applicants who will rely upon rental subsidies in a non-discriminatory fashion to determine if these applicants can adequately meet the applicant's personal portion of the rental obligation not covered by the rental subsidy, including but not limited to an analysis of other obligations, financial obligations of the applicant at the time of application, and other non-discriminatory factors that Respondent applies to all applicants, other than a minimum income requirement.

MONETARY RELIEF

4. Respondent shall pay Irene Rosen as Administratrix for the Estate of Lyle Rosen the total sum of Fifteen Thousand Dollars (\$15,000.00) in resolution of this matter. The payment shall be made within twenty (20) days from the complete execution of this agreement. The payment pursuant to this paragraph shall be by check made payable to Irene Rosen as Administratrix for the Estate of Lyle Rosen and shall be mailed to:

Carlos Bellido, Chief of Staff
Division on Civil Rights
31 Clinton Street, 3rd Floor
P.O. Box 46001
Newark, New Jersey 07102

5. Respondent shall pay to the State of New Jersey the total sum of Seven Thousand Five Hundred Dollars (\$7,500.00) toward its costs in this matter. The payment shall be made within twenty (20) days from the complete execution of this agreement. The payment pursuant to this paragraph shall be by check made payable to "Treasurer, State of New Jersey" and shall be mailed to:

Carlos Bellido, Chief of Staff
Division on Civil Rights
31 Clinton Street, 3rd Floor
P.O. Box 46001
Newark, New Jersey 07102

TRAINING AND MONITORING OF HOUSING PRACTICES

6. Respondent agrees to comply with all posting and notice requirements set-forth in the LAD, 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 residents in both English and Spanish. The notices to be displayed pursuant to this paragraph may be obtained from the Division's Web site, www.NJCivilRights.gov.

7. Within six months of the effective date of this Agreement, Respondent shall require any rental or management company it uses to screen applicants to attend training on the LAD and other fair housing laws. Respondent may contact the Division to provide such training, or may arrange for training from a private source at its own cost. Should Respondent opt for training from a private source, it shall submit a copy of any training material to be utilized to Elizabeth M.

Russian, Housing Unit Manager, Division on Civil Rights, PO Box 090, Trenton, NJ 08625-0090 ("Housing Manager Russian") for review. Should training be sought from a private source, Respondent and Housing Manager Russian will work together to ensure that the training covers the appropriate material, which shall expressly include instruction on discrimination based on source of lawful income to be used for rental payments and the requirements of this settlement agreement.

8. Within sixty days of the effective date of this Agreement, Respondent shall establish procedures to maintain records of applications and inquiries from prospective tenants. Such procedures should include retention of information about an applicant's lawful source of income, (i.e., rental subsidy from Section 8 program or State S-RAP program) and whether Respondent granted or rejected the application for rental. If Respondent rejected any application for rental, the reason for the rejection shall be explained in the records retained. Respondent shall maintain such records for a period of three years, and make said records available to the Division upon request.

9. Respondent agrees to develop and forthwith implement policies and procedures consistent with the requirements of this Agreement. Prior to adoption and implementation of the proposed policies and procedures a copy shall be submitted to Housing Manager Russian for review.

ENFORCEMENT AND RELEASES

10. In the event that Respondent defaults with respect to any provision herein, Respondent hereby consents to the entry of this Stipulation of Settlement in the Chancery Division of the Superior Court of New Jersey, thereby making this an Order of the Court for purposes of

enforcement therein.

11. Should Respondent fail to timely pay the sums set forth in this agreement, it shall pay, in addition to interest on the award, all reasonable costs and expenses incurred in any further proceedings or steps necessary to collect or enforce the respective agreements herein and awarded by a court of competent jurisdiction. New Jersey law shall govern the enforcement of this Agreement.

12. 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 with prejudice of this matter, 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.


FOR RESPONDENT:



Michael Fitzgerald, Esq.
Attorney for Respondent

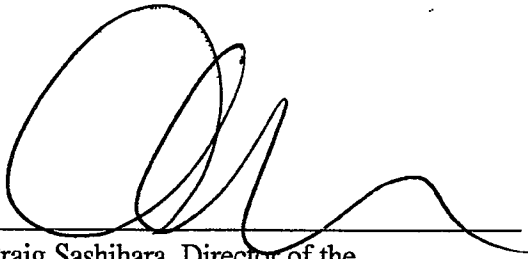
Dated: 

FOR COMPLAINANTS:



Irene Rosen,
Administratrix for the Estate of Lyle Rosen

Dated: 



Craig Sashihara, Director of the
New Jersey Division on Civil Rights

Dated: 12-5-12