

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FAIR HOUSING JUSTICE CENTER, INC.,

Plaintiff,

v.

ESPLANADE VENTURE PARTNERSHIP;
ESPLANADE OF WHITE PLAINS VENTURE
PARTNERSHIP; PALISADES GARDENS
GROUP, LLC; ESPLANADE CHESTNUT, LLC;
CHESTNUT OPERATING COMPANY, LLC;
and ESPLANADE STATEN ISLAND, LLC.,

Defendants.

13 Civ. 3600 (VEC) (RLE)

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into by and between Plaintiff Fair Housing Justice Center, Inc. (“Plaintiff”) and Defendants Esplanade Chestnut, LLC; Chestnut Operating Company, LLC; Esplanade Venture Partnership; Esplanade of White Plains Venture Partnership; Palisades Gardens Group, LLC; and Esplanade Staten Island, LLC (“Defendants”), by and through their respective counsel (together, the “Parties”).

WHEREAS, on November 8, 2013, Plaintiff filed an Amended Complaint, alleging that Defendants discriminated on the basis of disability, religion, and race in the operation of five residential buildings in violation of the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, the New York State Human Rights Law, New York Executive Law § 296 *et seq.*, and the New York City Human Rights Law, New York Administrative Code § 8-107 *et seq.*;

WHEREAS, Defendants deny the allegations of wrongdoing and liability against them in the Amended Complaint, and by entering into this Agreement do not intend to admit,

and do not admit, the same;

WHEREAS, Defendants maintain they have complied and will continue to comply with the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, the New York State Human Rights Law, New York Executive Law § 296 *et seq.*, and the New York City Human Rights Law, New York Administrative Code § 8-107 *et seq.*;

WHEREAS, none of the provisions in this Agreement are intended to violate the licensing and regulatory requirements of New York law, and Plaintiff and the Chestnut Defendants do not believe that any of the provisions herein violate New York law; and

WHEREAS, the Parties wish to voluntarily resolve the claims raised by Plaintiff in the Amended Complaint, according to the terms set forth in this Agreement, as a compromise to avoid protracted expenses and litigation;

NOW, THEREFORE, it is hereby stipulated and agreed, by and among the Parties, that all claims shall be comprised, settled, released, and dismissed upon and subject to the terms of this Agreement, as follows:

I. DEFINITIONS

1. As used in this Agreement, the following terms shall have the following meanings:

- a) “Plaintiff” means the Fair Housing Justice Center, Inc.
- b) “Chestnut Defendants” means Esplanade Chestnut, LLC and Chestnut Operating Company, LLC.
- c) “Esplanade Defendants” means Esplanade Venture Partnership; Esplanade of White Plains Venture Partnership; Palisades Gardens Group, LLC; and Esplanade Staten Island, LLC.

- d) “Defendants” means Chestnut Defendants and Esplanade Defendants, collectively.
- e) “Action” means *Fair Housing Justice Center, Inc. v. Esplanade Venture Partnership, et al.*, 13-CV-3600 (VEC) (RLE), pending in the United States District Court for the Southern District of New York.
- f) “Amended Complaint” means the Amended Complaint that Plaintiff filed in this Action on November 8, 2013.
- g) “Esplanade Sites” means, collectively:
 - i. Esplanade Manhattan, located at 305 West End Avenue, New York, New York 10023;
 - ii. Esplanade at White Plains, located at 95 South Broadway, White Plains, New York 10601;
 - iii. Esplanade at Palisades, located at 640 Oak Tree Road, Palisades, New York 10964; and
 - iv. Esplanade Staten Island, located at 1415 Richmond Avenue, Staten Island, New York 10314.
- h) “Chestnut Ridge Site” means Chestnut Ridge, located at 168 Red School House Road, Chestnut Ridge, New York 10977. Chestnut Ridge Site is an assisted living and adult care facility for individuals age 18 and over, subject to certain provisions of Article 7 of the New York Social Services Law, Article 46-B of the New York Public Health Law, and Part 487 of Title 18 of the NYCRR, among other laws and regulations.
- i) “Covered Sites” means Esplanade Sites and Chestnut Ridge Site, collectively.

- j) “Principal” means any natural person who is a principal, owner, managing partner, partner, or member of any of the Defendant entities.
- k) “Chestnut Ridge Landlord” means Esplanade Chestnut, LLC and its managers, assigns or successors in interest.
- l) “DOH” means the New York State Department of Health.
- m) “Application Packet” means any and all documents provided to a prospective resident or applicant at any of the Covered Sites prior to execution of an admission or residency agreement (as the case may be) by the prospective resident or applicant and the Covered Site.
- n) “Trainees” means the Principals of each Defendant entity (other than Chestnut Ridge Landlord); the managers of Chestnut Ridge landlord, the executive director of each Covered Site; and every employee at each Covered Site whose job duties include: (a) providing information to prospective residents about the availability of units for rent or the terms and conditions for rental or admission, (b) giving tours, (c) processing applications, and/or (d) implementing the Covered Site’s policies regarding applications, admissions, unit assignments, and requests for reasonable accommodations and/or modifications.

II. TERM AND SCOPE OF AGREEMENT

2. All obligations under this Agreement, unless otherwise specified, shall commence within thirty (30) days from the date that this Agreement is so-ordered by the Court and shall continue for a period of four (4) years from that date.

3. The provisions of Paragraph 7 of this Agreement shall be binding on Defendants and their assigns or successors in interest. This Agreement shall be binding on Defendants and all of their Principals, employees, agents, representatives, officers, heirs, assigns, subsidiaries, or successors in interest, unless otherwise specified. If any of the Covered Sites is sold or leased during the term of the Agreement, the Agreement shall be binding on the buyer or leasee if the buyer or leasee is a Principal, is someone related by blood or marriage to a Principal, or is a company in which a Principal or someone related by blood or marriage to a Principal has an ownership interest.

4. The terms of this Agreement shall apply to the policies, procedures, and operation of each of the five Covered Sites, unless otherwise specified.

5. 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 to this Agreement shall endeavor in good faith to informally resolve any differences regarding compliance and interpretation of this Agreement. FHJC shall give Defendants and their respective counsel of record at least thirty (30) days' notice of any instance of alleged noncompliance with this Agreement, and an opportunity to cure, prior to filing a motion with the Court to enforce and/or modify this Agreement. Any and all notice(s) from FHJC Palisades Garden Group LLC shall be given to Susan Diamond, 640 Oak Tree Road, Palisades, NY 10964, and Hindman Straub P.C. If Defendants cure the alleged non-compliance with this Agreement, FHJC will not file such motion with the Court.

6. Each Defendant is independently responsible for complying with the terms of the Agreement that apply to that Defendant. Defendant Palisades Gardens Group, LLC's

insurance carrier, United States Liability Insurance Group (hereinafter “USLI”) is excluded from any responsibility for any breach(es) of any term of injunctive relief set forth in this Agreement, including but not limited to, Paragraphs 9 through 22 and Paragraph 29. Each Defendant is not responsible for the conduct of any other Defendant regarding any instance of alleged noncompliance with the Agreement.

III. MONETARY RELIEF

7. Defendants shall pay Plaintiff and its attorneys, Emery Celli Brinckerhoff & Abady LLP (“ECBA”) and MFY Legal Services, Inc., the total sum of Two-Hundred-Ninety-Seven Thousand and Five Hundred Dollars (\$297,500) in full and final settlement of all of Plaintiff’s claims in this Action, including but not limited to damages, attorneys’ fees, and costs (the “Settlement Amount”). The Settlement Amount shall be delivered to ECBA at its offices located at 600 Fifth Avenue, 10th Floor, New York, New York 10020 within twenty (20) days of the date this Agreement is so-ordered by the Court. The Settlement Amount shall be made payable to “FHJC and its attorneys Emery Celli Brinckerhoff & Abady.”

8. Concurrently with the execution of this Agreement, Plaintiff shall deliver to counsel for Chestnut Defendants a signed Stipulation and Order of Dismissal in the form set forth in Exhibit B. The parties agree to stipulate that dismissal shall be with prejudice and each party to bear its own costs. The parties also agree to stipulate that the order shall vest the Court with jurisdiction for the sole purpose of enforcing the terms of the Agreement. Counsel for Chestnut Defendants shall file the executed Stipulation and Order of Dismissal, with the Court to dismiss the case within ten (10) business days after the Defendants have made the payment described in the preceding Paragraph.

IV. FAIR HOUSING POLICIES AND PRACTICES AS TO ALL COVERED SITES

9. Defendants shall 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 § 296 *et seq.*; and, for those Covered Sites located within New York City, the New York City Human Rights Law, New York Administrative Code § 8-107 *et seq.* Specifically, Defendants; Defendants' agents, employees, and successors; shall not discriminate against residents or prospective residents on the basis of disability, religion, or race by, without limitation:

- a) Denying or withholding housing or otherwise making housing unavailable;
- b) Representing to any person that housing is not available for inspection or rental when such housing is in fact so available;
- c) Discriminating in the terms, conditions, privileges or facilities of rental; or
- d) Making, printing, or publishing, or causing to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of housing that indicates a preference, limitation, or discrimination.

10. Defendants will comply with the requirements of Section 3617 of the Fair Housing Act, 42 U.S.C. §3617 regarding the Plaintiff.

11. Defendants will adopt the following policies and forms:

- a) Defendants will not prohibit or discourage residency by persons with physical disabilities, including those who use walkers, canes, manual wheelchairs, motorized wheelchairs, or other assistive mobility devices, however, a Defendant may adopt the Assistive Mobility Device Policy set forth in Exhibit J.

- b) Defendants will not prohibit or discourage residency by persons with cognitive disabilities. Defendants will not inquire about prospective residents' or applicants' cognitive abilities or discourage any prospective resident with cognitive disabilities from applying to or residing at any of the Covered Sites. Chestnut Defendants may request and collect information from an applicant pertaining to cognitive health as required by DOH regulations and Form 3122 (or other form required by DOH or other government regulator of Chestnut Ridge Site), in connection with providing an initial assessment for admission and a Chestnut Application Packet to a prospective resident.
- c) Defendants will make no oral or written inquiries or statements regarding any prospective resident's or applicant's religious affiliation or practices, including statements made in marketing and application materials, during site tours, and at other stages of the application process. In response to a direct question from a prospective resident or applicant about meal options, Defendants may state that kosher meals are available, if that is the case. If providing information on websites or in marketing or application materials about the types of diets available, such as vegetarian, low-sugar, low-salt, etc., Defendants may indicate "kosher" as one type of diet provided, if that is the case. Chestnut Defendants may request and collect information regarding a resident's religion to the extent that such an inquiry is required by DOH Form 4397 (or other form required by DOH or other government regulator of Chestnut Ridge Site), and only in

connection with providing a Chestnut Application Packet to a prospective resident.

- d) Within thirty (30) days of the date this Agreement is so-ordered by the Court, Defendants will include in the Application Packet for each Covered Site the form for requests for reasonable accommodations or modifications that appears hereto as Exhibit A.
- e) Within ninety (90) days of the date this Agreement is so-ordered by the Court, if using human models or figures on websites, in brochures, in marketing videos, or on documents in application packets, Defendants will use such models or figures to depict residents who are clearly definable as African American, Hispanic, Asian and White, as well as at least one such model or figure who is a person using a wheelchair. Models or figures, if used, will portray persons in equal social settings.

12. Within ninety (90) days of the date this Agreement is so-ordered by the Court, Esplanade Defendants and Chestnut Defendants will cease to market or advertise each other's sites.

13. Defendants will request and collect information regarding referral sources from each applicant by, within thirty (30) days of the date this Agreement is so-ordered by the Court, including in each Covered Site's application materials a written question asking the applicant to identify where he or she learned about the relevant Covered Site.

14. Defendants will provide fair housing training to Defendants' Trainees as defined above. Defendants will provide at least thirty (30) days advance notice of training dates to Trainees, inform Trainees that attendance at the training is mandatory, schedule each

training session on dates and at times that do not conflict with religious observances of Trainees, and use their best efforts to ensure that Trainees attend each training. The failure of one or more Trainees to attend a training session due to illness, business travel, or other unforeseen or unavoidable scheduling conflicts shall not constitute a breach of this Agreement, provided that within thirty (30) days of the date of each training sessions, Defendants give written notice to Plaintiff of the name of each Trainee who did not attend, the reason each Trainee did not attend, and copies of documents verifying the reason for each absence, such as nonrefundable travel reservations, health care provider statements, and other similar documents. Defendants will bear the costs of the training (not to exceed \$3,000 per training session), including but not limited to, costs relating to hiring trainers, producing handout materials, and securing locations for each training session. The training for Chestnut Defendants will be conducted separately from training for Esplanade Defendants. The training will be provided in two three-hour sessions. The first training session shall be provided to all Trainees within ninety (90) days of the date this Agreement is so-ordered by the Court, and the second three-hour training session shall be provided to all Trainees in the third year of this Agreement. The training for the Esplanade Defendants and the Chestnut Defendants will be provided by the Center for Independence for the Disabled – New York (“CID-NY”). Each Defendant will ensure that attendance is taken at each such training and provide to Plaintiff within thirty (30) days of each such training a written statement indicating the date of the training, the location of the training, and the name and job title or position of each person who attended the training.

15. Each Defendant will adopt the Equal Housing Opportunity Policy attached hereto as Exhibit C. Each Defendant will ensure that, within thirty (30) days of the date this

Agreement is so-ordered by the Court, each Trainee as defined above receives a copy of the Equal Housing Opportunity Policy and signs the Acknowledgement Form attached hereto as Exhibit D. Each Defendant will collect and maintain an acknowledgement from each Trainee, as specified in Paragraph 20(a).

16. Within ninety (90) days of the date this Agreement is so-ordered by the Court, each Defendant will use, at each Defendant's discretion, either the fair housing logo, which is attached hereto as Exhibit E (not to scale), and/or the phrase "Equal Housing Opportunity" on marketing and advertising materials (electronic, print, video, radio, etc.) used by each Defendant for the purpose of general marketing and/or advertising of the Covered Sites, on each website for each Covered Site, and as part of the materials given to prospective applicants and residents inquiring about renting at any of the Covered Sites. Defendants are not required by this Agreement to include the logo or phrase on announcements or informational material for specific activities, speakers, classes, or other periodic events and activities held at the Covered Sites or sponsored by Defendants.

17. Each Defendant will include on the website for each Covered Entity the Non-Discrimination Statement (the "Statement") attached hereto as Exhibit F, and will include a copy of the Statement in the Application Packet provided to all prospective tenants at each Covered Site.

18. Within thirty (30) days of the date this Agreement is so-ordered by the Court, each Defendant will post and prominently display in at least one location at each Covered Site a Housing and Urban Development (HUD) fair housing poster, HUD Form 928.1, attached hereto as Exhibit G, where it will be plainly visible to members of the public, current residents, prospective residents, and applicants.

19. If during the term of this Agreement, any Defendant utilizes a brochure for general marketing purposes regarding any Covered Site, that Defendant shall mail the brochure within thirty (30) days of first using the brochure to the Independent Living Centers and other social service organizations identified in Exhibit Q.

20. Each Defendant will maintain the following records throughout the term of this Agreement electronically or in paper form:

- a) Signed copies of the Equal Housing Opportunity Policy Acknowledgement Form, (Exhibit D);
- b) Photographs depicting the placement of fair housing posters, as described in Paragraphs 18 and 29;
- c) All general advertisements and marketing materials distributed and/or made available to members of the public, prospective residents, and applicants at any time during the term of this Agreement;
- d) Copies of every application submitted in connection with each Covered Site, and records sufficient to show whether each application is accepted or denied, and the reasons for any denial;
- e) With respect to Esplanade Defendants, copies of every residency service agreement executed in connection with each Covered Site;
- f) All written requests for reasonable accommodations received from residents at each of the Covered Sites, and records sufficient to show the response to each request; and
- g) All notices to terminate service agreements and records sufficient to show the basis for each notice and the outcome of each notice.

21. Upon reasonable written notice, each Defendant will permit Plaintiff to inspect and copy the records described in the Paragraph 20 and 28 no more than one time per year during the term of this Agreement, except that Plaintiff will not be permitted to inspect or copy social security numbers, tax returns, banking information, credit reports, or medical records. Plaintiff will keep confidential all information it inspects and copies pursuant to the terms of this Agreement and will use the information for the sole purpose of monitoring compliance with this Agreement. If Plaintiff is served with a court order, subpoena or other similar legal process that purports to require the production of any such confidential information to any tribunal or party other than the Defendant that produced the confidential information to Plaintiff, Plaintiff agrees to notify the producing Defendant prior to producing any such confidential information and at least ten (10) business days before the time within which Plaintiff is required to produce such confidential information. Plaintiff and Defendants acknowledge that a remedy at law would be inadequate in the event of any violation of the terms of this Paragraph.

22. If DOH or any other government agency that regulates the Chestnut Ridge site requires additional or different confidentiality terms for the records described in Paragraph 20(d), (e) or (f) than those requirements set forth in the preceding paragraph, the Chestnut Defendants shall notify the Plaintiff of such requirements in writing after receiving a request from the Plaintiff to inspect and/or copy the records. Upon receipt of such notice, Plaintiff and Chestnut Defendants will engage in good faith efforts to reach agreement on a process for Plaintiff to inspect and/or copy the records that complies with any such governmental regulations or requirements.

V. PROVISIONS RELATING SOLELY TO CHESTNUT DEFENDANTS

23. Chestnut Defendants specifically reserve the following defense to any claim by Plaintiff that Chestnut Defendants are breaching this Agreement: that the alleged breach is a result of compliance with government laws/or and regulations that Chestnut Ridge Site is required to follow as a licensed New York assisted living/adult care facility.

24. Within thirty (30) days of the date the Court so-orders this Agreement, Chestnut Operating Company will apply for a name change with DOH discontinuing the name “Esplanade” with respect to the Chestnut Ridge site in its name. Upon approval of the Department of Health, Chestnut Operating Company will promptly begin to discontinue using the name “Esplanade” when referencing the Chestnut Ridge site in its name, signage, advertising, marketing, forms, business cards and other forms of communicating its name to the public and will completely discontinue using the name “Esplanade” within one-hundred and eighty (180) days of such approval.

25. Within thirty (30) days of the date this Agreement is so-ordered by the Court, Chestnut Operating Company will include a statement in its general marketing and advertising materials, on its website and in its Application Packet that clearly identifies Chestnut Ridge Site as an assisted living adult care facility, licensed and regulated as such by the New York State Department of Health.

26. Chestnut Defendants will adopt the following policies and forms:

- a) Chestnut Defendants will employ a Unit Assignment Policy, attached hereto as Exhibit H, which provides access to ground-floor units to current and prospective residents who are required by state law to live on the ground floor due to physical disability.

- b) No prospective resident or applicant will be provided with New York State Department of Health form 3122, which requests information including but not limited to medical diagnoses, incontinence, and required services, until after the applicant has applied for admission.
- c) No prospective resident or applicant will be provided with New York State Department of Health Form 4397, which requests information including but not limited to healthcare providers, emergency contacts, health-care proxies, powers of attorney, burial instructions, and living wills, until after the prospective resident or applicant has applied for admission.
- d) In the event that the Admissions Agreement uses the term “ambulatory,” Chestnut Defendants will include an addendum to the Chestnut Ridge Site’s Admissions Agreement that includes a definition of “ambulatory,” as stated in Exhibit I, attached hereto;
- e) Chestnut Defendants will not use any mental health evaluations or any form that inquires about the mental health of any prospective resident, applicant, or resident that is not required or promulgated by DOH or other government regulator of the Chestnut Ridge Site.

27. Chestnut Defendants will comply with the provisions of Exhibit H regarding the amount of time a Resident or Depositor has to accept a unit and pay a Community Fee for eighteen (18) months after the date this Agreement is so-ordered by the Court. The remainder of the terms of Exhibit H will remain in place for the full term of this Agreement. If after eighteen (18) months, Chestnut Defendants believe they have sustained substantial economic harm due to the policy, then they will notify the Plaintiff in writing of the specific

harm that has been sustained, provide documentation of the harm, and describe in detail any proposed change in the text of Exhibit H that is being sought. Plaintiff will have thirty (30) days to object to the proposed changes in writing; if it does not object, then the proposed changes go into effect immediately. If the Plaintiff objects, then the terms of Exhibit H remain in place unless the Chestnut Defendants file a motion with the Court seeking a modification of Exhibit H and obtain an order from the Court. The burden of proof of the necessity for a modification will be borne by the Chestnut Defendants.

28. Chestnut Defendants will maintain, throughout the term of this Agreement electronically or on paper, copies of all waiting lists generated for first floor units, and any requests to transfer to first floor units, along with documentation showing the response to each such request, in connection with the Unit Assignment Policy, as described in Paragraph 26.

VI. PROVISIONS RELATING SOLELY TO ESPLANADE DEFENDANTS

29. Esplanade Defendants will adopt the following policies and forms:
- a) Esplanade Defendants will adopt and implement the Assistive Mobility Device Policy attached hereto as Exhibit J.
 - b) Esplanade Defendants will adopt the Dining Area/Common Area Policy attached hereto as Exhibit K.
 - c) Esplanade Defendants will not request medical information from prospective residents, applicants, or residents, including without limitation, signed HIPAA forms or healthcare evaluations. Subject to this general rule, Esplanade Defendants may request and collect medical information from residents only to the extent that a request for such information is included on the Voluntary

Information Form, attached hereto as Exhibit L, which may be distributed only to residents, and only after a residency service agreement has been signed by both the resident and the relevant Covered Site.

- d) Esplanade Defendants will not include in the application materials for any of the Esplanade Sites any “psycho-social evaluation” forms, or request any information concerning the mental or emotional health of a prospective resident, applicant, or resident other than through distribution of the Voluntary Information Form to residents as permitted under Paragraph 29(c).
- e) Esplanade Defendants will modify its Residency Service Agreement(s) to incorporate the language set forth in Exhibit M hereto, and will annex to its Residency Service Agreement(s) the Equal Housing Opportunity Policy and Reasonable Accommodation Policy and Request Form attached hereto as Exhibits A and C. Esplanade Defendants’ Residency Service Agreements will contain no restrictive language pertaining to physical, mental, or emotional criteria for residing at any of the Esplanade Sites. Esplanade Defendants will modify their Residency Service Agreements to (i) eliminate any language giving the Esplanade Defendants the ability to refuse to admit a resident if the resident is not physically, mentally, or emotionally able to reside in the facility, (ii) eliminate any language giving the Esplanade Defendants the ability to terminate a Residency Service Agreement based on a deterioration of the resident’s health, misrepresentations in health reports, or disoriented behavior, (iii) modify any language and charges for live-in aides and companions so that all language and charges are equally applicable to all

additional occupants, regardless of their relationship to the resident, (iv) eliminate any language giving Esplanade Defendants the ability to restrict residents' choice of home health care providers. The Esplanade Defendants will delete any language in the application for residency that states that acceptance of a person for residency is dependent on the applicant being capable of independent living, or that states that The Esplanade is designed for active persons not needing physical assistance and/or who can arrange for any required physical assistance.

- f) Esplanade Defendants will adopt an occupancy policy requiring that every resident must be 62 years of age or older, in accordance with the Fair Housing Act, 42 U.S.C. 3607(b)(2)(B). The policy will be clearly stated on all websites and in all promotional, marketing, and advertising materials relating to any of the Esplanade Sites. Defendants will obtain verification of age from all applicants prior to entering into a Residency Service Agreement, by means of drivers' licenses, birth certificates, passports, or other similar documents. Defendants shall have the right to modify the policy as necessary, based on future contingencies, including but not limited to satisfying New York State licensure or regulatory requirements, so long as such modifications are consistent with fair housing laws. At least thirty (30) days before any such modification of the policy takes place, Defendants shall notify Plaintiff of the proposed modification and the basis for it.
- g) Esplanade Defendants will not request or collect information from any prospective resident, applicant, or resident, regarding race, religion, disability,

medical conditions, and health care, except as provided on a voluntary basis through distribution of the Getting to Know You Form attached hereto as Exhibit N, which may be distributed only to residents, and only after a Residency Service Agreement has been signed by both the resident and the relevant Covered Site.

- h) Esplanade Defendants shall post and prominently display at each Esplanade Site located in New York City a New York City fair housing poster, attached hereto as Exhibit O, where it will be plainly visible to members of the public, residents, prospective residents, and applicants. Esplanade Defendants shall post and prominently display at each Esplanade Site located in Westchester County a Westchester County fair housing poster, attached hereto as Exhibit P, where it will be plainly visible to members of the public, residents, prospective residents, and applicants.
- i) Esplanade Defendants shall include in the Application Packet for each Esplanade Site, a brochure providing information about fair housing rights for seniors, beginning within ten (10) business days of receiving the brochure from the Plaintiff.

VII. RELEASES

30. In exchange for Defendants' agreement to the terms set forth in this Agreement and payment of the monetary relief described in Section III above, Plaintiff fully and forever releases, acquits, and forever discharges with prejudice, subject to the terms of this Agreement, Defendants and all their Principals, employees, agents, representatives, officers, heirs, assigns, subsidiaries, successors in interest, attorneys, and insurers of

Defendants from any and all liability, claims, or rights of action, of any kind or nature whatsoever arising from the beginning of time through the date this Agreement is so ordered by the Court (hereinafter, the Plaintiffs' Released Claims"). For the avoidance of doubt, the Plaintiffs' Released Claims include all claims (1) whether disclosed or undisclosed, anticipated or unanticipated, suspected or unsuspected, accrued or unaccrued, matured or not matured, perfected or not perfected, liquidated or not liquidated, fixed or contingent, ripened or unripened, (2) whether at law or in equity, whether based on or arising under state, local, foreign, federal, statutory, regulatory, common or other law or rule and upon any legal theory, and (3) whether asserted directly, indirectly, derivatively, or otherwise; provided however, that the Plaintiffs' Released Claims shall not include any claims to enforce any provision of this Agreement. The release to each Defendant is an individual release. No breach of this Agreement by a particular Defendant shall have any impact on the release or obligations of any of the other Defendants.

31. Defendants fully and forever release, acquit, and forever discharge with prejudice, subject to the terms of this Agreement, Plaintiff and its directors, employees, agents, representatives, officers, heirs, assigns, subsidiaries, successors in interest, and attorneys from any and all liability, claims, or rights of action, of any kind or nature whatsoever arising from the beginning of time through the date this Agreement is so ordered by the Court (hereinafter, the Defendants' Released Claims"). For the avoidance of doubt, the Defendants' Released Claims include all claims (1) whether disclosed or undisclosed, anticipated or unanticipated, suspected or unsuspected, accrued or unaccrued, matured or not matured, perfected or not perfected, liquidated or not liquidated, fixed or contingent, ripened or unripened, (2) whether at law or in equity, whether based on or arising under state, local,

foreign, federal, statutory, regulatory, common or other law or rule and upon any legal theory, and (3) whether asserted directly, indirectly, derivatively, or otherwise; provided however, that the Defendants' Released Claims shall not include any claims to enforce any provision of this Agreement.

VIII. CONSTRUCTION AND SEVERABILITY

32. 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.

33. If any provision in 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 the 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.

34. 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, to bind the parties hereto, or to vary the terms and conditions contained herein.

35. The parties to this Agreement 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.

36. 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.

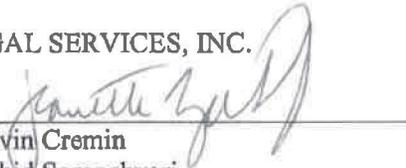
AGREED TO BY THE PARTIES:

Dated: 11/25, 2014

EMERY CELLI BRINCKERHOFF &
ABADY LLP

By: 
Diane L. Houk
Hayley Horowitz
600 Fifth Avenue, 10th Floor
New York, NY 10020

MFY LEGAL SERVICES, INC.

By: 
Kevin Cremin
Nahid Sorooshyari
299 Broadway, 4th Floor
New York, NY 10007

Attorneys for Plaintiffs

Dated: _____, 2014

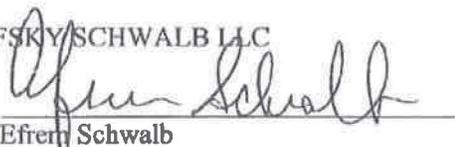
HINMAN STRAUB, P.C.

By: _____
David T. Luntz
121 State Street
Albany, NY 12207

MILBER MAKRIS PLOUSADIS
& SEIDEN LLP

By: _____
Elizabeth Gorman
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Woodbury, NY 11797

KOFFSKY SCHWALB LLC

By: 
Eferon Schwalb
Mark Koffsky
349 Fifth Avenue
New York, NY 10016

Attorneys for Defendants

It is so ORDERED this _____ day of _____, 2014.

HON. RONALD L. ELLIS
UNITED STATES DISTRICT COURT JUDGE

AGREED TO BY THE PARTIES:

Dated: 11/25, 2014

EMERY CELLI BRINCKERHOFF &
ABADY LLP

By: _____
Diane L. Houk
Hayley Horowitz
600 Fifth Avenue, 10th Floor
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MFY LEGAL SERVICES, INC.

By: _____
Kevin Cremin
Nahid Sorooshyari
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Attorneys for Plaintiffs

Dated: _____, 2014

HINMAN STRAUB, P.C.

By: _____
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121 State Street
Albany, NY 12207

MILBER MAKRIS PLOUSADIS
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By: CH CHRISTO C. HADJICHARALAMBOUS
Elizabeth Gorman
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1000 Woodbury Road, Ste. 402
Woodbury, NY 11797

KOFFSKY SCHWALB LLC

By: _____
Efrem Schwalb
Mark Koffsky
349 Fifth Avenue
New York, NY 10016

Attorneys for Defendants

It is so ORDERED this _____ day of _____, 2014.

HON. RONALD L. ELLIS
UNITED STATES DISTRICT COURT JUDGE

AGREED TO BY THE PARTIES:

Dated: _____, 2014

EMERY CELLI BRINCKERHOFF &
ABADY LLP

By: _____

Diane L. Houk
Hayley Horowitz
600 Fifth Avenue, 10th Floor
New York, NY 10020

MFY LEGAL SERVICES, INC.

By: _____

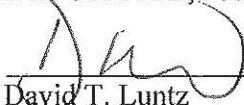
Kevin Cremin
Nahid Sorooshyari
299 Broadway, 4th Floor
New York, NY 10007

Attorneys for Plaintiffs

Dated: _____, 2014

HINMAN STRAUB, P.C.

By: _____


David T. Luntz
121 State Street
Albany, NY 12207

MILBER MAKRIS PLOUSADIS
& SEIDEN LLP

By: _____

Elizabeth Gorman
Christo Hadjicharala
1000 Woodbury Road, Ste. 402
Woodbury, NY 11797

KOFFSKY SCHWALB LLC

By: _____

Efrem Schwalb
Mark Koffsky
349 Fifth Avenue
New York, NY 10016

Attorneys for Defendants

It is so ORDERED this _____ day of _____, 2014.

HON. RONALD L. ELLIS
UNITED STATES DISTRICT COURT JUDGE

Settlement Agreement Exhibit Index

FHJC v. Esplanade Venture Partnership, et al.,
Index No. 13 Civ. 3600 (VEC)(RLE)

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EXHIBIT A

Reasonable Accommodation Policy and Request Form

[INSERT NAME OF COMMUNITY] is committed to providing equal housing opportunity. As part of this commitment, we will modify our rules, policies, practices, and services to meet the needs of individuals with disabilities upon request if the accommodation requested is reasonable and necessary to allow you to fully use and enjoy residing in our community.

It is our policy to reject reasonable accommodation requests only when they are not related to a disability-based need, impose an undue financial and administrative burden, or fundamentally alter the nature of the housing services we provide. In such case, we will discuss reasonable alternatives that may meet the requesting individual's needs. We will bear any incidental costs of providing a reasonable accommodation.

Procedure for Making Request

Requests for reasonable accommodation may be submitted in writing. A request need not be submitted in writing to be considered by us. However, if you need a reasonable accommodation due to a disability, we encourage you to submit the attached form. The request need not be in writing, nor must it be made using the attached form to be considered a valid request for reasonable accommodation.

If you are making a reasonable accommodation request to us, fully describe the required accommodation on the Reasonable Accommodation Request form. Please include any additional information that you believe would be useful in assisting us to evaluate the request.

Verification and Documentation

If your disability or disability-related need is not obvious, we may request that you provide verification that you have a disability-related need for the requested accommodation.

Providing Disability-Related Accommodations

We will discuss your request for a reasonable accommodation with you. If the

accommodation is approved, we will provide a letter explaining how and when the accommodation can be provided.

If a specific accommodation cannot be made because it is an undue financial and administrative burden or because it would be a fundamental alteration of the services provided by us, then we will discuss alternative accommodations that may address your disability-related need. If no alternative meets your disability-related needs, or if you and [INSERT COMMUNITY NAME] cannot agree on a reasonable alternative, we will notify you of the denial in writing in a reasonable amount of time and will provide an opportunity for you to make a revised reasonable accommodation request.

Reasonable Accommodation Request

Name: _____

Address: _____

Phone: _____

I am requesting a reasonable accommodation on behalf of: _____

(Name of Person with Disability)

Please describe the reasonable accommodation you are requesting and the disability-related reason for your request:

Date: _____ Signature: _____

This form, along with any additional information, should be submitted to:

If you have any questions, please contact _____ at _____

For Office Use Only

[] Approved Reason: _____

[] Denied _____

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FAIR HOUSING JUSTICE CENTER, INC.,

Plaintiff,

v.

ESPLANADE VENTURE PARTNERSHIP;
ESPLANADE OF WHITE PLAINS VENTURE
PARTNERSHIP; PALISADES GARDENS
GROUP, LLC; ESPLANADE CHESTNUT,
LLC; CHESTNUT OPERATING COMPANY,
LLC; and ESPLANADE STATEN ISLAND,
LLC.,

Defendants.

13-CV-3600 (AT) (VEC)

**STIPULATION AND ORDER
OF DISMISSAL**

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 _____, 2014.
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: New York, New York

_____, 2014

FOR PLAINTIFF, FHJC:

EMERY CELLI BRINCKERHOFF & ABADY LLP

By: _____

Diane L. Houk
Hayley Horowitz
600 Fifth Avenue, 10th Floor
New York, NY 10020

MFY LEGAL SERVICES, INC.

By: _____

Kevin M. Cremin
Nahid Sorooshyari
299 Broadway, 4th Floor
New York, NY 10007

**FOR DEFENDANTS ESPLANADE VENTURE PARTNERSHIP; ESPLANADE OF
WHITE PLAINS VENTURE PARTNERSHIP; and ESPLANADE STATEN ISLAND,
LLC.:**

HINMAN STRAUD P.C.

By: _____

David T. Luntz
Hinman Straub P.C.
121 State Street
Albany, NY 12207

**FOR DEFENDANTS ESPLANADE CHESTNUT, LLC AND CHESTNUT
OPERATING COMPANY, LLC:**

KOFFSKY SCHWALB

By: _____

Efrem Schwalb
Koffsky Schwalb LLC
349 Fifth Avenue
New York, NY 10016

FOR DEFENDANT PALISADES GARDEN GROUP, LLC

MILBER MAKRIS PLOUSADIS & SEIDEN, LLP

By: _____

Elizabeth Rolande Gorman
Christo Charlton Hadjicharalambous
100 Woodbury Road, Suite 402
Woodbury, NY 11797

It is so ORDERED this _____ day of _____ 2014.

HON. RONALD L. ELLIS
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT C

Equal Housing Opportunity Policy

As part of our continuing effort to ensure compliance with federal, state, and local anti-discrimination laws, we would like to take this opportunity to remind all employees, agents, and independent contractors, of [INSERT COMMUNITY NAME] of our policies regarding housing discrimination.

Equal housing opportunity is the policy of [INSERT COMMUNITY NAME]. This means that it is our policy and practice not to engage in or assist others to engage in housing discrimination. Consistent with that policy, we remind you that the anti-discrimination laws of the United States, New York State, and [INSERT LOCAL CITY/COUNTY] are quite specific in the area of housing. In conformance with those laws, you must not engage in any of the following conduct based on [INSERT CATEGORIES FROM APPLICABLE SECTION OF EXHIBIT F):

1. Refuse to show, rent, negotiate for the rental of, or otherwise withhold or make unavailable or deny housing;
2. Discriminate against any person in the terms, conditions, or privileges of housing or in the provision of services or facilities;
3. Make any verbal or written statement or inquiry with respect to housing indicates any preference, limitation or discrimination concerning a prohibited basis, or any statement indicating an intention to make any such preference, limitation or discrimination;
4. Represent that housing is not available for inspection or rental when it is in fact so available;
5. Deny requests for reasonable accommodation to rules, policies, practices, or services, or requests for reasonable physical modifications to the premises unless such requests are not reasonably related to a disability-based need, impose an undue financial and administrative burden, or fundamentally alter the nature of the services provided. In such a case, reasonable alternatives must be explored.
6. Coerce, intimidate, threaten or interfere with any person who is a prospective resident or current resident or anyone assisting a prospective

resident or current resident to exercise or enjoy the rights guaranteed by the federal Fair Housing Act and state and local fair housing laws.

Providing equal opportunity in housing to all persons is the law. **You should understand that any violation of this non-discrimination policy will lead to disciplinary action, up to and including discharge, and may result in civil liability in accordance with the law.**

EXHIBIT D

Acknowledgement of Receipt of Policy and Agreement to Follow

I acknowledge that I have received, read, and understand [INSERT NAME OF COMMUNITY]'s Equal Housing Opportunity Policy. I agree to comply with the terms of the policy and with all federal, state, and local housing discrimination laws.

DATE

EMPLOYEE NAME (PRINT)

EMPLOYEE SIGNATURE

EMPLOYEE JOB TITLE

WORK ADDRESS

EXHIBIT E

Fair Housing Logo



**EQUAL HOUSING
OPPORTUNITY**

EXHIBIT F

Non-Discrimination Statement

Chestnut Ridge:

Chestnut Ridge does not discriminate against any person on basis of race, color, national origin, religion/creed, sex, disability, marital status, age, sexual orientation, or military status.

The Esplanade sites in New York City:

The Esplanade does not discriminate against any person on basis of race, color, national origin, religion/creed, sex, disability, marital status, sexual orientation, source of income, gender identity, citizenship or alienage status, lawful occupation, domestic partnership status, or military status.

The Esplanade of White Plains:

The Esplanade does not discrimination against any person on the basis race, color, national origin, ethnicity, religion/creed, sex/gender, disability, marital status, sexual orientation, source of income, alienage or citizenship status, military status or a person's status as a victim of domestic violence, sexual abuse, or stalking.

The Esplanade of Palisades:

The Esplanade does not discrimination against any person on the basis race, color, national origin, religion/creed, sex, disability, marital status, sexual orientation, or military status.

EXHIBIT G

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**

- In the sale or rental of housing or residential lots
- In the provision of real estate brokerage services
- In advertising the sale or rental of housing
- In the appraisal of housing
- In the financing of housing
- 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)

www.hud.gov/fairhousing

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

EXHIBIT H

Chestnut Ridge First Floor Unit Assignment Policy

Effective: _____, 2014

Chestnut Ridge has adopted the following first floor unit assignment policy and created a waiting list for first floor units.

Definitions:

- a. “FFWL” means first floor waiting list;
- b. “Depositor” means an individual who has paid a deposit of \$1000 to be placed on the FFWL and is not a current resident of Chestnut Ridge;
- c. “Resident” means a current resident of Chestnut Ridge who is on the FFWL; and
- d. “Unit Type” means a small studio, medium studio, one bedroom, or the first-available unit on the first floor.

Each Resident or Depositor interested in being placed on the FFWL must indicate which unit type they prefer or whether they want the first-available unit. Only one preference may be selected.

When management knows that any first floor unit is becoming available for occupancy, the unit will be offered in the following order, by unit type, and by date placed on the FFWL to:

1. Residents who are required by New York Law or regulation to live on the first floor due to a disability;
2. Depositors who use a wheelchair;
3. Other Residents;
4. Other Depositors.

Residents will be provided 24 hours each to decide whether to accept a first floor unit that becomes available. Depositors will be provided 48 hours each to decide whether to accept a first floor unit that becomes available. If a Depositor indicates an interest in a specific unit within 48 hours, the Depositor will have an additional 24 hours to pay the Chestnut Ridge Community Fee. The unit then will be held available for the Depositor for an additional fourteen (14) days pursuant

to the Community Fee Receipt terms attached to this policy.

Chestnut Ridge is only required to contact Residents and Depositors on the FFWL once per month for a period of four consecutive months about the available unit within the preferred unit type category selected by the Resident or Depositor. Residents and Depositors will remain on the FFWL until they 1) accept a unit (regardless of whether they move in to the unit); or 2) are offered at least one unit per month for four months within their preferred unit type, whichever comes first.

Chestnut Ridge will provide a reasonable accommodation to a Resident or Depositor with a disability for a specific unit on the first floor as may be necessary due to the person's disability and after receipt of a request.

Chestnut Ridge

Community Fee Receipt

Thank you for your community fee payment in the amount of \$3,600.

(Check one of the following)

- A. This payment entitles you the right to occupy suite # _____ at a daily rate of \$____ in accordance with the terms of the Admission Agreement.

- B. This payment entitles you to a first floor room assignment upon admission, with the daily rate and other terms in accordance with the terms of the Admission Agreement.

Any refunds or charges will be according to the conditions that follow:

1. In the event that the resident is unable to move- in due to medical reasons confirmed by the physician and the wellness nurse, a full refund will be given.
2. In the event that the resident is unable to move-in within 14 days of receipt of this fee, a \$250 administrative fee will be deducted from the community fee and the balance refunded with a written request for a refund stating that you will not be seeking admission to the facility.
3. Residents are required to move-in within 14 days of receipt of the community fee and therefore you will be responsible as of for the daily room rate of _ per day.

Receipt of the community fee and agreement with the above terms and conditions are hereby acknowledged by the signatures below.

Name of Resident: _____

Responsible Party: _____

Chestnut Representative: _____

Date: ____/____/____

Original and copy of check to file

EXHIBIT I

Definition of Ambulatory

For the purposes of this Admissions Agreement, “ambulatory” refers to someone who: 1) is not chronically bedfast; 2) is not chronically chair-fast or unable to transfer, or chronically requires the physical assistance of another person to transfer.

EXHIBIT J

[Name of Community] Assistive Mobility Device Policy

Policy Statement:

The use of assistive mobility devices is presumed to be safe and permitted within [Name of Community], including within all common areas, subject to the Rules and Restrictions in this Policy.

Rules and Restrictions on the Use of Motorized Wheelchairs and Scooters:

Residents of [Name of Community] are permitted to use motorized wheelchairs and scooters, subject to the following rules and restrictions. Residents using motorized wheelchairs and scooters must:

- Yield to pedestrians.
- Stop at all hallway intersections.
- Obey [Name of Community's] traffic signs (e.g. posted stop signs at hallway crossings).
- Operate motorized wheelchairs and scooters at a safe speed that does not endanger [Name of Community's] other residents, visitors, or staff. If the motorized wheelchair or scooter is equipped with a speed limiter, which allows a resident to set a "maximum speed" for the motorized wheelchair or scooter, the speed limiter shall be set to a maximum speed of 3 mph.
- Maintain all equipment in good working condition, in accordance with applicable maintenance and operation manuals for the particular equipment. Residents are prohibited from modifying their equipment or removing safety features (e.g. brakes, locks, guards) without the prior written approval of [Name of the Community].
- Park motorized wheelchairs and scooters in designated parking or storage areas in the dining room and other common areas when not in use by the resident. Staff will be available to assist residents in moving motorized wheelchairs and scooters to, and retrieving motorized wheelchairs and scooters from, designated parking or storage areas as necessary.
- Refrain from parking motorized wheelchairs and scooters in hallways or the path of other residents when not in use by the resident.

- Report any incidents of personal injury or property damage resulting from the use of motorized wheelchairs or scooters to [Name of Community] within 24 hours.
- Reimburse [Name of Community] for any property damage, above and beyond normal wear and tear, caused by use of a motorized wheelchair or scooter.

Residents shall have the right to request a modification of the aforementioned restrictions when such an accommodation may be necessary to afford a person with a disability the equal opportunity to enjoy [Name of Community].

Direct Threat Assessment Process

While the use of assistive mobility devices is presumed safe, [Name of Community] reserves the right to impose restrictions on the use of such devices on a case-by-case basis, following an individualized assessment, where it is determined that the use of such devices poses a direct threat to the health or safety of others or would result in substantial damage to the property of [Name of the Community] and others.

A direct threat assessment may be conducted at [Name of Community]'s discretion based on staff observations about a resident's use of an assistive mobility device, or as a result of safety concerns identified through other means, such as a report of personal injury or property damage resulting from the use of an assistive mobility device, complaints from other residents, or failure of a resident to abide by the Rules and Restrictions on the Use of Motorized Wheelchairs and Scooters.

A direct threat assessment will:

- be based on reliable objective evidence (e.g. staff observations of current conduct, documented property damage);
- evaluate the nature, duration, and severity of the risk of injury;
- consider whether there are reasonable accommodations that can be made to eliminate the threat; and
- be documented.

In the event that [Name of Community] determines that a resident's use of an assistive mobility device poses a direct threat to the health or safety of others or will result in substantial damage to the property of

others, [Name of Community], in consultation with the resident, will identify reasonable restrictions or requirements that will ensure the safety and protection of others' health and property, while maximizing the resident's continued access to and use of [Name of Community]. However, [Name of Community] shall have the right to prohibit the use of an assistive mobility device if the community determines that there is no other way to adequately address the threat.

EXHIBIT K

[Name of Community] Dining/Common Area Policy

Policy Statement:

It is the policy of [Name of Community] that the dining and other common areas within [Name of Community] are open, accessible, and available to all residents of [Name of Community], including residents who use assistive mobility devices.

Dining Area Seating:

Seating in the dining area(s) shall be assigned by [Name of Community]. Seating assignments shall not be determined or restricted based on a resident's disability, including a resident's use of an assistive mobility device, except where:

1. Restrictions or seating assignments are necessary to address direct threats to the health or safety of others, or concerns about damage to the property of others, that have been identified and documented following an individualized direct-threat assessment. (E.g., if there is a documented history of injury to others as a result of a resident's use of a motorized wheelchair in the dining room, the resident may be seated at a table close to the entry to the dining area to minimize risk to other residents.) See the *Assistive Mobility Device Policy* for more information about direct threat assessments.

2. Where a specific seating assignment is necessary to accommodate a resident's disability or personal care needs. (E.g., if a resident requires the assistance of a personal care aide during meals, that resident may be seated at the end of a table to facilitate the personal care aide's assistance.)

EXHIBIT L

**[Name of Community]
Voluntary Information Form**

Staff at [Name of Community] is available to assist residents with a variety of activities, including daily housekeeping, laundry and linen services, and recreational activities. [Name of Community] also provides its residents with meals in the dining room. To better assist [Name of Community's] staff in providing these services to its residents, residents may wish to provide [Name of Community] with basic information about their personal needs.

If you would like [Name of Community] to have this information, please use this form to provide us with the information you would like us to have. **Completion of this form is completely voluntary.** You are not required to complete this form, or to provide us with any healthcare or medical information. If you do not wish to respond to a particular question, please leave that question blank.

Name of Person Completing Form:

Resident's Name:

Date of Birth: _____ Age: _____

Food Allergies:

Dietary needs or restrictions:

Are there any service-related requests or instructions about services that you would like us to be aware of?

If you are interested in services that [Name of Community] does not provide, such as personal care aides, transportation, or hair salon services, please list these and [Name of Community] will provide you with contact information for providers.

If you would like emergency responders to have access to any documents in the event of an emergency, such as emergency contact information, a DNR directive, a living will or healthcare proxy, or a list of current medications, [Name of Community] will provide you with a pre-marked envelope to store this information in your apartment in a place that is easy for emergency responders to locate. Please check here if you are interested. _____

EXHIBIT M

[NAME OF COMMUNITY] is committed to providing equal housing opportunity, and will modify our rules, policies, practices, and services to meet the needs of individuals with disabilities upon request if the accommodation requested is reasonable and necessary to allow you to fully use and enjoy residing in our community, in accordance with the attached Reasonable Accommodation Policy and Request Form.

[NAME OF COMMUNITY] does not discriminate against any person on the basis of [INSERT APPROPRIATE CATEGORIES OF PERSONS FROM EXHIBIT F]. Attached is a copy of the community's Equal Housing Opportunity Policy.

EXHIBIT N

Getting to Know You Form

The following questions are designed for our team to get to know our residents. You may voluntarily choose to answer any or all of the following questions if you would like us to know more about you. If you do not wish to answer any of the questions below, please leave that question blank.

Resident's Name: _____

1. What factor(s) most influenced your decision to move to The Esplanade?

2. How did you learn about The Esplanade?

3. Please provide a brief history of yourself, such as where you have lived and your education:

4. Are you presently?

- Retired Semi-Retired
 Employed Volunteering None

A. If retired, when did you retire? _____

B. If retired, what was your profession? _____

B. If employed or volunteering, please elaborate: _____

5. What are your greatest accomplishments and/or important life events?

6. Are you or were you married? _____ Please list children's names if applicable:

7. Do you have any hobbies or interests that you would like us to be aware of?

8. If you would like more information about The Esplanade's religious services and events, please check here: ____

If you checked yes, what type of information would you be interested in:

9. Please feel free to add more information you would like us to know about yourself.

EXHIBIT O

**HOUSING
DISCRIMINATION
IS AGAINST
THE LAW!**

**FAIR HOUSING IS A HUMAN RIGHT PROTECTED
BY THE NEW YORK CITY HUMAN RIGHTS LAW.**



CCHR Photo Archive

**UNDER THE NEW YORK CITY HUMAN RIGHTS LAW,
YOU CANNOT BE DENIED HOUSING BECAUSE
OF YOUR ACTUAL OR PERCEIVED RACE, CREED,
COLOR, NATIONAL ORIGIN, AGE, DISABILITY,
GENDER (INCLUDING GENDER IDENTITY AND
SEXUAL HARASSMENT), SEXUAL ORIENTATION,
MARITAL STATUS, PARTNERSHIP STATUS,
ALIENAGE OR CITIZENSHIP STATUS, LAWFUL
OCCUPATION, LAWFUL SOURCE OF INCOME, OR
BECAUSE CHILDREN MAY BE RESIDING WITH YOU.**



Bill DE BLASIO, Mayor
PATRICIA L. GATLING, Commissioner/Chair

If you believe that you are a victim of housing discrimination, you should dial **311** to reach the NYC Commission on Human Rights, or visit www.nyc.gov/chr.

EXHIBIT P

racial or ethnic religious people living with HIV or AIDS
gender sexual orientation employment housing disability
public accommodations racial religious HIV or AIDS
ethnic religious employment housing gender sexual
Westchester County Human Rights Commission **Info Sheet**



Westchester County Fair Housing Law Prohibits
DISCRIMINATION
in
HOUSING

ON THE BASIS OF: Actual or perceived differences, including those based on race, color, religion, ethnicity, creed, age, national origin, alienage or citizenship status, familial status, gender, marital status, sexual orientation and disability as well as victims or those who are perceived to be victims of domestic violence, sexual abuse or stalking.

BY: Anyone including, but not limited to owners, real estate brokers, credit officers or agents, lessors, lessees, sub-lessees, assignees or managing agents, or other persons having the right to rent, sell, lease, or approve the sale, rental or lease of housing accommodations, including publicly assisted housing.

WITH RESPECT TO: Purchase, sale, rental, lease or the offer, negotiation or application for credit for the rental, sale, lease, sub-lease or refinancing of any property or housing accommodation including furnishing of facilities, services, modifications, accommodations for disability, or other services or privileges that accompany the property.

OR: To advertise, inquire or use in an application for the sale, purchase, rental, lease or sub-lease of any property, any language that expresses or appears to express a limitation or indication of discrimination.

REMEDY MAY INCLUDE: Cease and desist order, monetary damages, punitive damages, civil penalties, and any other remedy which may be appropriate.

If you believe that you are the victim of housing discrimination you may want to consider contacting the Westchester County Human Rights Commission. Any complaints of discrimination must be filed within one (1) year of the alleged discriminatory act.

Violations should be reported to:
Westchester County Human Rights Commission
112 East Post Road, 3rd Floor, White Plains, New York 10601
Phone: (914) 995-7710 Fax: (914) 995-7720
www.westchestergov.com/humanrightscommission

EXHIBIT Q

List of organizations

Name	Address	Telephone Number
Bronx Independent Living Services, Inc.	4419 Third Avenue, Suite 2C Bronx, NY 10457	(718) 515-2800
Brooklyn Center for Independence of the Disabled	27 Smith Street, Suite 200 Brooklyn, NY 11201	(718) 855-4905
Center for Independence of the Disabled New York	841 Broadway #301 New York, NY 10003	(212) 674.2300
Staten Island Center for Independent Living	470 Castleton Ave. Staten Island, NY 10301	(718) 720-9016
Harlem Independent Living Center	289 St. Nicholas Ave., Suite 21 New York, NY 10027	(212) 222-7122
Long Island Center for Independent Living, Inc.	3601 Hempstead Turnpike, Ste. 208 Levittown, NY 11756	(516) 796-0144
Queens Center for Independence of the Disabled in New York	80-02 Kew Gardens Road, #107 Kew Gardens, NY 11415	(646) 442-1520
Action for Independence, Inc.	P.O. Box 359 - 126 Seward Ave. Middletown, NY 10940	(845) 343-4284
Independent Living, Inc.	66 Bennett St. Middletown, NY 10940	(845) 342-1162
Rockland Independent Living Center	873 Rt. 45 ,Suite 108 New City, NY 10956	(845) 624-1366
Westchester Independent Living Center	200 Hamilton Ave, 2 nd Floor White Plains, NY	(914) 682-8518
Putnam Independent Living Services	1961 Route 6, Carmel, NY 10512	(845) 228-7457
Westchester Disabled on the Move, Inc.	984 Broadway, Suite LL10 Yonkers, NY 10701	(914) 968-6137
Westchester Residential Opportunities	470 Mamaroneck Ave., Suite 410 White Plains, NY 10605	(914) 428-4507
Suffolk Independent Living Organization	2111 Lakeland Ave. Ronkonkoma, NY 11779	(631) 880-7929
Taconic Resources for Independence	82 Washington St., Suite 214 Poughkeepsie, NY 12601	(845) 452-3913
Independent Living Inc.	5 Washington Terrace, Newburgh, NY 12550	(845) 565-1162