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Newark, NJ 07101
Attorney for New Jersey Division on Civil Rights

By: James R. Michael
Deputy Attorney General
(973) 877-1280

██████████,

Complainant,

v.

NEWPORT GARDENS CONDOMINIUM
ASSOCIATION and THOMPSON REALTY
COMPANY,

Respondents.

DCR DKT NO. HA02MC-67087

CONSENT ORDER AND DECREE

THIS MATTER was commenced on July 27, 2018, when ██████████ ("Complainant") filed a verified complaint with the New Jersey Division on Civil Rights (the "Division" or "DCR") against Respondents Newport Gardens Condominium Association ("Newport Gardens") and Thompson Realty Company ("Thompson") (collectively "Respondents"), alleging Respondents discriminated against her because of her disability in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 to -49; and

WHEREAS, Newport Gardens is a housing provider located in Ventnor, New Jersey governed by N.J.S.A. 10:5-12 (g) and (h), and Thompson is a realty company providing property management services to Newport Gardens; and

WHEREAS, Complainant alleged in her verified complaint that she was denied a reasonable accommodation for her disability when Newport Gardens refused to modify its pets policy to allow her to keep her emotional support animals in her unit; and

WHEREAS, Respondent denied the allegations contained in the verified complaint; and

WHEREAS, the Division conducted an investigation of the allegations and issued a finding of probable cause on August 12, 2019; and

WHEREAS, the parties engaged in conciliation efforts; and

WHEREAS, it is now the intention of the parties to settle the matter amicably without the necessity of further proceedings, including a public hearing;

NOW THEREFORE, it is on this 29th day of January, 2020 ORDERED AND AGREED as follows:

1. Respondents agree that all decisions concerning housing shall comply with the New Jersey Law Against Discrimination (LAD), N.J.S.A. 10:5-1 et seq., and that Respondents shall not implement any policy or procedure having the purpose or effect of discriminating against any individual based on any of the categories set forth under the LAD or harassing any individual on those bases.

2. Respondents shall not engage in any act prohibited by the LAD, including any retaliatory conduct against Complainant, against members of Complainants' immediate family, or against any participant in these proceedings, or allow any of its employees or agents to engage in any such conduct.

EQUITABLE RELIEF

3. Respondents shall grant Complainant express permission to keep her dog [REDACTED] and her cat [REDACTED] as emotional support animals at Newport Gardens.

4. Respondents shall take all necessary action to protect Complainant from harassment by residents at Newport Gardens. Notwithstanding any other policies, Complainant may report any harassing conduct directly to Respondents' counsel, William Thompson, Esq. Respondents shall take all necessary and appropriate action to evict any tenant, including but not limited to ■■■■, who engages in harassing behavior toward Complainant.

5. Respondents agree to place Complainant's name on the waiting list for a parking spot at Newport Gardens with an effective date of the request as January 17, 2019 (the date Complainant submitted her written request), and shall for Complainant waive its requirement that only owners may request a parking spot at Newport Gardens.

6. Respondent Newport Gardens shall create a Fair Housing Policy, which shall include a Policy on Reasonable Accommodations and Modifications. This Policy shall, at a minimum, be as comprehensive as and include all provisions contained in the Model Fair Housing Policy and Addendum on Reasonable Accommodations and Modifications for Persons with a Disability available on DCR's website at www.NJCivilRights.gov. Respondents agree that these policies shall be disseminated and otherwise made available to all residents, owners and employees within sixty (60) days of the date this Consent Order is fully executed. Respondents shall provide a copy of the policies to DCR at least ten (10) days prior to their dissemination

7. Within ninety (90) days of the date this Agreement is fully executed, Respondent agrees to arrange for all staff who conduct property management services or who process requests for reasonable accommodation or modification, and for Newport Gardens board members, to receive training on the policies described in paragraph 6 and the LAD. Respondent shall inform DCR of the name of the trainer, as well as the date, time and location of such training at least ten (10) days prior to the training. Respondent may request an extension of the training requirement

for Board members should it be unable to arrange for a quorum of Board members for a meeting within ninety days of the date of this agreement.

8. Within thirty (30) days of the date this Agreement is fully executed, Respondent Thompson Realty Company agrees to provide written verification to DCR that it is currently displaying DCR's housing poster in a conspicuous place, as required by N.J.A.C. 13:8-1.3 and N.J.S.A. 10:5-12j, and will continue to display such poster in the future, as required by the LAD.

PENALTY

9. Without admitting any liability in this matter, Respondent shall pay the total sum of one thousand dollars (\$1,000.00) as a civil penalty for the alleged violations of the LAD. Within thirty (30) days of the execution of this agreement by all parties, Respondent shall pay this amount by check or money order made payable to "Treasurer, State of New Jersey." The payment shall be delivered to Conciliator Mark McNierney, New Jersey Division on Civil Rights, 1325 Boardwalk, 1st floor, Atlantic City, New Jersey 08401.

RELIEF TO COMPLAINANT

10. Respondent shall pay to Complainant the total sum of four thousand dollars (\$4,000.00) in full settlement of her claims for damages arising from the allegations asserted in the verified complaint filed in this matter on July 27, 2018, and assigned DCR Docket No. HA02MC-67087 ("DCR action"). Within thirty (30) days of the execution of this agreement by all parties, the settlement amount shall be made by a check payable to "██████████" shall be sent to Conciliator Mark McNierney, New Jersey Division on Civil Rights, 1325 Boardwalk, 1st floor, Atlantic City, New Jersey 08401.

MISCELLANEOUS PROVISIONS

11. This Consent Order and Decree shall have the same force and effect as a cease and desist order issued by the Director pursuant to N.J.S.A. 10:5-19 and shall operate as a complete and final disposition of the aforesaid verified complaint as to Respondents, subject only to the fulfillment of all the foregoing provisions.

12. In the event that Respondents default with respect to any provision herein, Respondents hereby consent to the entry of this Consent Order and Decree in the Chancery Division of the Superior Court of New Jersey, thereby making this Consent Order and Decree an order of the Court for enforcement therein. Where a dispute arises regarding Respondents' compliance with this agreement, the Division and Respondents shall first attempt in good faith to resolve the dispute before seeking the court's intervention. The Division shall provide Respondents with the specific details of the alleged noncompliance in writing and Respondents shall be afforded a fifteen (15) day period within which to cure any noncompliance.

13. This Consent Order is executed in settlement of all the allegations and potential allegations against Respondent as set forth in the verified complaint filed with the Division (Docket No. HA02MC-67087). Nothing herein shall be construed to otherwise limit the authority of the New Jersey Attorney General or the Director of the New Jersey Division on Civil Rights to protect the interests of the State of New Jersey or the people of the State of New Jersey, including LAD enforcement against Respondents for matters not resolved through this Consent Order.

14. This Consent Order constitutes the entire agreement between Complainant, Respondents and the Division. There are no other agreements, promises, understandings, obligations, covenants or representations between them. Any addition, deletion, or change to this Consent Order must be in writing and signed by all parties.

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

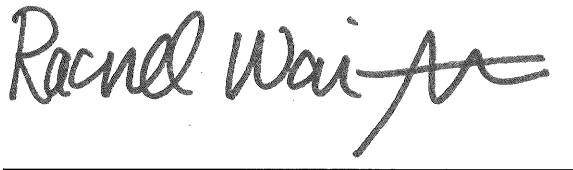
16. This Agreement shall be governed and interpreted in all respects in accordance with the laws of New Jersey.

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

a. Complainant acknowledges that she has had the opportunity to review all terms of this Agreement and the opportunity to employ the assistance of counsel of her choosing as to its effects and understands her obligations.

b. Respondents acknowledge that they have had the opportunity to review all terms of this Agreement and the opportunity to employ the assistance of counsel of its choosing as to its effect and understands its obligations.

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



RACHEL WAINER APTER, DIRECTOR
NEW JERSEY DIVISION ON CIVIL RIGHTS

January 29, 2020
DATE


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

FOR COMPLAINANT:

By: _____
[REDACTED]

Date _____

FOR RESPONDENT NEWPORT GARDENS:

By: 
Name: Richard DiNunzio
Title: President

Date

FOR RESPONDENT THOMPSON REALTY:

By:
Name: Dennis Thompson
Title: President

Date

By: (_____
 [REDACTED]

Date 12-5-19

FOR RESPONDENT NEWPORT GARDENTS:

By: _____
Name: Richard DiNunzio
Title: President

Date

FOR RESPONDENT THOMPSON REALTY:

By: ----- •
Name:
Title:

Date