

STATE OF NEW JERSEY
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
DOCKET NUMBER: HF14MH-66991

[REDACTED]
Complainant,

v.

Valley Gardens, LLC and
Pearce-Jannarone Real Estate, Inc.,

Respondents.

NEGOTIATED SETTLEMENT AGREEMENT

WHEREAS, [REDACTED] (hereinafter "Complainant") has filed a verified complaint with the Division on Civil Rights alleging that Valley Gardens, LLC and Pearce-Jannarone Real Estate, Inc. (hereinafter "Respondents") refused to grant her a request for a reasonable accommodation for her disability; and

WHEREAS, Respondent Valley Gardens, LLC (hereinafter "Valley"), with an office at 1071 E. Landis Avenue, Vineland, NJ 08360, owns a 16-unit apartment building in Vineland, NJ, and Respondent Pearce-Jannarone Real Estate, Inc. (hereinafter "Pearce"), with an office at 1071 E. Landis Avenue, Vineland, NJ 08360, provides property management services to Valley; and

WHEREAS, Respondents deny that an act of unlawful discrimination occurred; and

WHEREAS, the Director of the Division on Civil Rights has made a finding of probable cause on the merits of this matter and does not waive the right to enforce the New Jersey Law Against Discrimination regarding similar conduct;

WHEREAS, nothing contained or expressed herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, or wrongdoing on the part of either of the Parties;

WHEREAS, all parties have entered into this Agreement to resolve the matter without the necessity and expense of further litigation;

WHEREAS, the recitals set forth at the beginning of this Agreement are not mere recitals and are integral to the construction and interpretation of this Agreement;

WHEREAS, in every instance where Respondents agree to comply with certain laws, that compliance shall be to the extent that the referenced law(s) apply;

NOW THEREFORE, it is agreed between the parties that:

1. Respondents agree that all accommodations decisions shall comply with the New Jersey Law Against Discrimination (LAD), N.J.S.A. 10:5-1 to -49.
2. Respondents agree to comply with all posting and notice requirements for owners and managers of rental property pursuant to N.J.A.C. 13:8-1.2, N.J.A.C. 13:8-1.4, and N.J.A.C. 13:8-2.2.
3. Respondents agree to provide Complainant payment of six thousand one hundred and twenty five dollars and zero cents (\$6,125.00) as settlement. This \$6,125.00 payment will be in the form of a check payable to [REDACTED]. This \$6,125.00 payment shall be mailed to Legal Specialist Benn Meistrich at the Division on Civil Rights, 31 Clinton Street, P.O. Box 46001, Newark, NJ 07102 by no later than twenty (20) days after a fully executed copy of this agreement is delivered to NJ Division on Civil Rights.
4. Complainant shall be solely responsible for pay any and all federal, state or local taxes that may be due on the payments referenced above.

5. The parties acknowledge that [REDACTED] has provided Respondents with documentation from her treating medical provider indicating that she suffers from disabilities, as that term is defined in the LAD, and that an emotional support animal would assist in her treatment. Respondents agree to permit [REDACTED] to maintain an emotional support animal in her dwelling consistent with the medical documentation. Respondents further agree to keep the medical documentation provided, and any information within the medical documentation strictly confidential, and shall not disclose such information to any person nor use such information for any reason other than considering [REDACTED] accommodation request.

6. Respondents agree to review and revise as necessary its property rental policies and procedures to ensure they are in compliance with the LAD and applicable federal housing laws. Respondents' policies and procedures shall expressly provide that Respondents will provide reasonable accommodations needed to address a disability and instruct tenants and applicants of the process by which they may request reasonable accommodations. Respondents' accommodations policies shall indicate that it is a violation of the LAD to retaliate and/or otherwise discriminate against any individual for making a complaint of failure to accommodate or otherwise exercising his or her rights pursuant to the LAD. Respondents agree to provide the policies and procedures, as updated, to all existing tenants within ninety (90) days of the execution of this agreement, and to all new tenants at the a lease is executed.

7. Respondents agree to ensure that its designated employees as defined in this section attend training conducted by a person with knowledge of the LAD and applicable federal anti-discrimination and anti-harassment laws as follows:

a. **Designated trainees:** Supervisors, Managers, and any individuals designated by Respondents to address issues related to housing discrimination, including but not limited to disability discrimination.

b. **Training content:** Should include, but not be limited to the following:

- (1) An understanding of the LAD, including the general purpose of the legislation and the difference between the LAD and other federal anti-discrimination laws;
- (2) An understanding of a landlord's obligation to provide reasonable accommodations for requests based on disabilities;
- (3) Measures on how to ensure that all residents and applicants are treated equally regardless of his or her protected characteristics;
- (4) Measures on how to protect the confidentiality of the resident or applicant filing the complaint to the extent reasonable possible; and
- (5) An understanding that it is a violation of the LAD to retaliate and/or otherwise discriminate against an individual for exercising his/her rights pursuant to the LAD.

c. **Approval and timeline:** Unless Respondents arrange for DCR to conduct the training, Respondents shall, within forty-five (45) days of this agreement, provide DCR with an outline or syllabus of the proposed training for approval, and within 90 days of this agreement, Respondents shall ensure that all staff designated above complete the training. When the training has been completed, Respondents shall provide DCR with attendance logs showing the date of each session and the names and job titles of the employees who attended.

8. Respondents agree to provide a copy of its anti-discrimination and anti-harassment policy by mail to Legal Specialist Benn Meistrich at the Division on Civil Rights, 31 Clinton Street; P.O. Box 46001, Newark, New Jersey 07102 by no later than thirty (30) days from the effective date of this Agreement.


9. The above shall represent full satisfaction of all claims arising out of this matter. Complainant agrees to take any action necessary to terminate any proceedings before the DCR related to this matter.

10. Respondents and Complainant agree not to engage in any retaliatory conduct against each other or any participant in these proceedings, nor will Respondent allow any of its employees to engage in any such conduct.

This Negotiated Settlement Agreement shall operate as a full and final disposition with

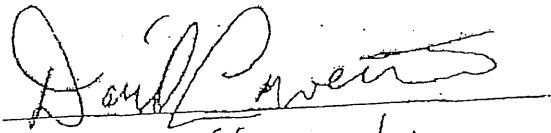
prejudice of the allegations set forth in the verified complaint, subject only to the fulfillment of all the foregoing provisions.

FOR COMPLAINANT:


COMPLAINANT

DATED 5/16/19

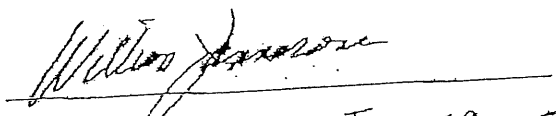
FOR RESPONDENT Valley Gardens, LLC:



DATED 4/20/19

Name: David Lowenstein
Title: Principal

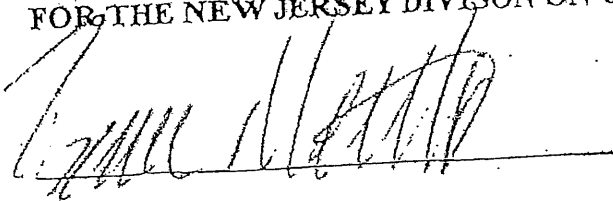
FOR RESPONDENT Pearce-Jannarone Real Estate, Inc.:



DATED 4/16/19

Name: WILLIAM JANNARONE
Title: PRESIDENT

FOR THE NEW JERSEY DIVISION ON CIVIL RIGHTS:



DATED 5/7/19

Benn Meistrich
Legal Specialist