

OFFICE OF THE ATTORNEY GENERAL  
OF THE STATE OF NEW YORK  
CIVIL RIGHTS BUREAU

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IN THE MATTER OF THE INVESTIGATION OF  
ANDREW M. CUOMO, ATTORNEY GENERAL OF  
THE STATE OF NEW YORK,

**AOD No. 10-055**

OF

1750 ASSOCIATES, LLC AND  
EILAT MANAGEMENT CORPORATION

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**ASSURANCE OF DISCONTINUANCE**

In the Summer of 2008, the Office of the Attorney General of the State of New York (“OAG”) began to investigate, pursuant to New York State Executive Law § 63(12), certain housing practices of 1750 Ocean Parkway, a rental complex located in Brooklyn, New York. Specifically, the OAG investigated whether 1750 Associates, LLC, the owner of 1750 Ocean Parkway, and Eilat Management Corporation, the management company for 1750 Ocean Parkway, engaged in a pattern and practice of discriminating against African-Americans in the rental of apartments in violation of New York State Human Rights Law, New York State Executive Law § 296(5); New York State Civil Rights Law § 40-c; Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619 (“Fair Housing Act”); 42 U.S.C. § 1981, as amended by the Civil Rights Act of 1991; and 42 U.S.C. § 1982.

This Assurance of Discontinuance (“Assurance”) contains the OAG’s Findings in connection with its investigation of 1750 Associates, LLC and Eilat Management

Corporation and the relief agreed to by the OAG, 1750 Associates, LLC, and Eilat Management Corporation.

### DEFINITIONS

1. As used throughout this Assurance of Discontinuance, the terms set forth below shall mean as follows:
  - a. "1750" means 1750 Associates, LLC, with its principal place of business located at 1750 Ocean Parkway, Brooklyn, New York 11223, and its principals, directors, owners, officers, shareholders, successors, assigns, subsidiaries, affiliates, "d/b/a" companies, and any other business entities whom any such individuals may hereafter form or control.
  - b. "Agent" means any owner, shareholder, partner, officer, employee, consultant, independent contractor, or other person acting on behalf of Respondents.
  - c. "Assurance" means this Assurance of Discontinuance.
  - d. "Available Apartment" means any dwelling unit at the Complex that becomes available to be rented to an individual.
  - e. "Complex" means 1750 Ocean Parkway, the rental complex located at 1750 Ocean Parkway, Brooklyn, New York 11223.
  - f. "Effective Date" means the date this Assurance is executed by the parties.
  - g. "Eilat" means Eilat Management Corporation, with its principal place of business located at 4611 Twelfth Avenue, Suite 1L, Brooklyn, New York 11219, and its principals, directors, owners, officers, shareholders, successors, assigns, subsidiaries, affiliates, "d/b/a" companies, and any

other business entities whom any such individuals may hereafter form or control.

- h. “Prospective Tenant” means any person who contacts the Complex, either in-person or over the telephone, and inquires about renting an apartment in the Complex or about the availability of apartments in the Complex.
- i. “Rental Agent” means any Agent involved in the renting or leasing of dwelling units.
- j. “Respondents” mean Eilat and 1750.
- k. “Subject Properties” means the Complex and any other residential rental properties located in the State of New York that currently are, or will be, owned and/or managed by Eilat or 1750.
- l. Terms of construction:
  - i. “And” and “or” shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.
  - ii. “All” means “any and all” and “any” means “any and all.”
  - iii. “Concerning” means relating to, referring to, describing, evidencing, regarding, reflecting, or constituting.
  - iv. “Day” refers to a calendar day, not a business day.
  - v. “Including” means without limitation.
  - vi. The singular of any word included the plural; the plural of any word includes the singular.

## **FINDINGS**

2. New York State Executive Law § 296(5), the New York State Civil Rights Law § 40-c, the Fair Housing Act, 42 U.S.C. § 1981, and 42 U.S.C. § 1982 prohibit unlawful discrimination in the sale or rental of housing on the basis of race and/or color. New York State Executive Law § 63(12) prohibits repeated or persistent fraudulent illegal acts in the transaction of business.
3. In the Summer of 2008, the OAG conducted an investigation to determine whether Respondents engaged in unlawful discrimination by refusing to rent apartments at 1750 Ocean Parkway to individuals because of their race and/or color. Respondents own and manage 1750 Ocean Parkway, which is a rental complex located at 1750 Ocean Parkway, Brooklyn, New York 11223.
4. As part of its investigation, the OAG conducted fair housing tests in which paired individuals with similar characteristics except for race visited the Complex and inquired about the availability of apartments. The OAG recorded these tests to assess whether there were any differences in treatment.
5. Based on the evidence, the OAG has determined that Respondents have engaged in a pattern and practice of unlawful discrimination in the rental of housing on the basis of race in violation of New York State Executive Law § 63(12), New York State Executive Law § 296(5), New York State Civil Rights Law § 40-c, the Fair Housing Act, 42 U.S.C. § 1981, and 42 U.S.C. § 1982.

**PROSPECTIVE RELIEF**

WHEREAS, New York State Executive Law § 296(5), New York State Civil Rights Law § 40-c, the Fair Housing Act, 42 U.S.C. § 1981, and 42 U.S.C. § 1982 prohibit unlawful discrimination in the rental of housing on the basis of race and/or color;

WHEREAS, New York State Executive Law § 63(12) prohibits repeated or persistent fraudulent or illegal acts in the transaction of business;

WHEREAS, the OAG's investigation included, but not limited to, reviewing documents, pursuant to a *subpoena duces tecum*, and taking testimony of the Rental Agents, pursuant to a *subpoena ad testificandum*;

WHEREAS, Respondents neither admit nor deny the OAG's Findings 2 – 5;

WHEREAS, the OAG is willing to accept the terms of this Assurance pursuant to New York State Executive Law § 63(15) and to discontinue its investigation of Respondents; and

WHEREAS, the parties believe that the obligations imposed by this Assurance are prudent and appropriate;

IT IS HEREBY UNDERSTOOD AND AGREED, by and between Respondents and the OAG, as follows:

**Compliance with the Law**

6. Respondents agree to comply fully with the obligations, terms, and conditions of New York State Executive Law § 296(5), New York State Civil Rights Law § 40-c, the Fair Housing Act, 42 U.S.C. § 1981, and 42 U.S.C. § 1982.

**Notice to the Public of Nondiscrimination Policies**

7. Within ten (10) days of the Effective Date, Respondents shall take the following steps to notify the public of its nondiscrimination policies:
  - a. Prominently post, in at least two (2) conspicuous locations in the rental offices of the Subject Properties, a fair housing sign that is substantially similar to that attached as Appendix A, and no smaller than eight and a half (8 ½) inches by eleven (11) inches with sixteen (16) point font, indicating:
    - i. It is illegal to refuse to rent an apartment based on an individual's race, creed, color, national origin, sexual orientation, military status, sex, gender identity, age, disability, familial status, or religion.
    - ii. If a person believes he or she has been denied an apartment because of unlawful housing discrimination, he or she can file a complaint with the OAG and include the OAG's address, telephone number, and Web Site.
  - b. Include in all advertisements and Web Sites regarding the Subject Properties the words "Equal Housing Opportunity" and/or the Equal Housing Opportunity logo from the U.S. Department of Housing and Urban Development. The statement and/or logo shall be prominently placed and easily readable.
  - c. Include the following phrase in all standard rental applications and all standard rental agreements at the Subject Properties, using letters of equal

or greater size to those of the text in the body of the document:

We are an equal opportunity housing provider. We do not discriminate on the basis of race, creed, color, national origin, sexual orientation, military status, sex, gender identity, age, disability, familial status (having children under age 18), or religion.

**Rental Procedures**

8. Within thirty (30) days of the Effective Date, Respondents shall develop and implement nondiscriminatory rental procedures at the Subject Properties including, but not limited to:
  - a. A written rental policy that outlines all the policies, practices, and procedures for renting or leasing an Available Apartment including a non-discrimination policy (“Rental Policy”). The Rental Policy shall be subject to the OAG’s approval, which shall not be unreasonably withheld.
  - b. Guest cards, which are for all persons who inquire about an Available Apartment, either in-person or over the telephone (“Guest Cards”). The Guest Cards shall be subject to the OAG’s approval, which shall not be unreasonably withheld, and shall include the following information:
    - i. The Prospective Tenant’s name, address, daytime, and evening telephone numbers.
    - ii. The date and time of the Prospective Tenant’s in-person visit or telephone call.
    - iii. The Prospective Tenant’s housing preferences (e.g., one bedroom, two bedroom, etc.) and the date the Prospective Tenant wishes to move.

- iv. All the Available Apartments, as of that date, that meet the Prospective Tenant's housing preferences and the requested rent.
  - v. The Available Apartments shown to the Prospective Tenant and whether the Prospective Tenant visited the Available Apartments with the Rental Agent or alone.
  - vi. Whether a Prospective Tenant was given an application; whether the Prospective Tenant submitted an application and the date it was submitted; and whether the Prospective Tenant's application was approved or rejected, the date it was approved or rejected, and a detailed explanation for all rejected applications.
  - vii. The race or color of each Prospective Tenant based on the Rental Agent's good faith observation (under no circumstances shall the Rental Agent question a Prospective Tenant concerning their race).
  - viii. Whether any special rental promotions or other offers were made.
  - ix. The name of the Rental Agent and his or her signature.
- c. A list of all Available Apartments ("Availability List"). The Availability List shall identify the apartment number; the type of apartment; the date the Rental Agent knew it would be available for rental; the date of availability; and the requested rent. The Availability List shall be updated on at least a weekly basis to ensure that it contains current information.
9. The OAG may take steps to monitor Respondents' compliance with this AOD including, but not limited to, conducting fair housing tests at any of the Subject Properties.

### **Education and Training**

10. Within ten (10) days of the Effective Date, Respondents shall provide any Rental Agent at the Subject Properties with a copy of this Assurance and its attachments, including the Nondiscrimination Policy, attached as Appendix B. Such Rental Agents shall acknowledge in writing, using the Acknowledgement Form, attached as Appendix C, that they have received, read, and agree to comply with this Assurance and the Nondiscrimination Policy and understand that violation of this Assurance or the Nondiscrimination Policy may result in disciplinary action. Respondents shall not continue to employ any Rental Agent who refuses to execute such an acknowledgement within ten (10) days of receiving a copy of the Assurance and the Nondiscrimination Policy, unless such failure is due to administrative error.
11. Any Rental Agent at the Subject Properties who violates this Assurance including, but not limited to, the Nondiscrimination Policy, or otherwise engages in discriminatory housing practices prohibited by federal, state, or local law shall be subject to appropriate disciplinary action, up to and including termination of employment.
12. Within sixty (60) days of the Effective Date, all Rental Agents at the Subject Properties shall attend a fair housing training program, at Respondents' expense, to be conducted by a qualified fair housing organization. The fair housing training program shall cover the requirements of federal, state, and local fair housing laws. The selection of the qualified fair housing organization shall be subject to the OAG's approval, which shall not be unreasonably withheld.

13. All new Rental Agents at the Subject Properties shall attend this fair housing training program within thirty (30) days from their date of hire as a condition of employment.
14. All Rental Agents who attend the fair housing training program shall acknowledge in writing that they have done so, using the Training Acknowledgement Form, attached as Appendix D.

#### **Complaints**

15. Within seven (7) days after Respondents receive any complaint, whether written or oral, from a tenant or Prospective Tenant of any of the Subject Properties alleging discriminatory treatment with respect to housing, Respondents shall investigate the complaint and complete the Complaint Form, attached as Appendix E. The investigation shall be conducted by a management employee designated to handle tenant discrimination complaints.
16. Within seven (7) days of completing the investigation, Respondents shall inform the complainant of any action taken in response to the complaint.
17. Within fourteen (14) days of receiving any complaint, Respondents shall provide to the OAG a copy of the completed Complaint Form and copies of all documents relating to the complaint.

#### **Monetary Relief**

18. Respondents shall pay to the OAG the sum of forty thousand dollars (\$40,000) to the State of New York. Payment shall be made upon the execution of this Assurance and in the form of a certified or bank check made out to the New York State Department of Law and forwarded to the Office of the Attorney General,

Civil Rights Bureau, 120 Broadway, New York, New York 10271, Attention: Sunita Kini-Tandon, Assistant Attorney General.

19. Individuals who were harmed as a result of race discrimination at the Complex will be eligible to receive restitution from the payment in Paragraph 18.
20. Within thirty (30) days of the Effective Date, Respondents shall publish the Notice, attached as Appendix F, in The Brooklyn Paper and The Brooklyn Eagle on at least two (2) separate occasions. Respondents shall also send this Notice by first class mail to all current tenants and to the last known address of all Prospective Tenants who applied for an Available Apartment in the past two (2) years.
21. Within one hundred and fifty (150) days of the Effective Date, individuals claiming to be eligible for restitution (“Claimants”) must submit to the OAG a written statement demonstrating that they meet the criteria set forth in the Notice. The OAG will then evaluate the claims for compensation and will determine, in a fair and equitable manner and as the OAG deems appropriate, whether a Claimant is entitled to compensation and, if so, in what amount. The OAG will then disburse the funds described in Paragraph 18 accordingly.
22. Upon request, Respondents shall provide the OAG with any information within their possession, custody, or control that will assist the OAG in identifying or locating individuals who may be eligible for restitution.

**Record Keeping and Reporting**

23. Respondents shall maintain the following information for the Subject Properties during the duration of the Assurance:

- a. Monthly tenant ledgers that include the tenant's name and address.
  - b. Copies of all advertisements pursuant to Paragraph 7(b).
  - c. The Rental Policy, Guest Cards, Availability Lists, applications, and other materials supplied by or regarding Prospective Tenants.
  - d. The executed acknowledgements pursuant to Paragraphs 10 and 14.
  - e. All Complaint Forms and other documents concerning complaints pursuant to Paragraphs 15-17.
24. Respondents shall prepare reports for the Complex and provide them to the OAG at the close of each of the six (6) Reporting Periods. The first Reporting Period shall begin on the Effective Date and end five (5) months thereafter. The remaining Reporting Periods shall begin at the close of the prior Reporting Period and end six (6) months thereafter. The reports shall contain the following information:
- a. The total number of apartments rented during the Reporting Period.
  - b. The total number of apartments rented to African-American tenants during the Reporting Period, based on the Rental Agent's or superintendent's good faith observation (under no circumstances shall the Rental Agent question tenants concerning their race).
  - c. Photographs of each office in which rental activity is conducted showing the fair housing signs required by Paragraph 7(a).
  - d. Copies of the documents required to be maintained pursuant to Paragraphs 23(b) and 23(d).

These reports shall be provided to the OAG within fifteen (15) days of the close of each Reporting Period.

25. Within fifteen (15) days after receiving a written request from the OAG, Respondents shall provide to the OAG any documents it is required to maintain under the terms of this Assurance or that relate to obligations under this Assurance, and representatives of the OAG shall be permitted to inspect such records at any reasonable time.
26. This Assurance does not in any way impair or affect the right of the OAG to seek to obtain documents from Respondents pursuant to a subpoena.

**Scope of the Assurance, Jurisdiction, and Enforcement Provisions**

27. OAG has agreed to the terms of this Assurance based on, among other things, the representations that Respondents and their counsel made to the OAG and OAG's own factual investigation as set forth in Findings 2 – 5 above. To the extent that any material representations are later found to be inaccurate or misleading, this Assurance is voidable by OAG in its sole discretion.
28. This Assurance shall expire three (3) years after the Effective Date, except that the OAG may, in its sole discretion, extend the Assurance term upon a good-faith determination that Respondents have not complied with this Assurance, which non-compliance the OAG will discuss and attempt to resolve with Respondents in good faith before making such determination.
29. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Respondents in agreeing to this Assurance.

30. This Assurance binds Respondents and their principals, directors, beneficial owners, officers, shareholders, successors, assigns, "d/b/a" companies, subsidiaries, affiliates, and any other business entities whom any such individuals may hereafter form or control.
31. Respondents represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved, and execution of this Assurance is duly authorized. Respondents agree not to take any action or make any statement denying, directly or indirectly, the propriety of this Assurance or expressing the view that this Assurance is without factual basis. Nothing in this paragraph affects Respondents' (i) testimonial obligations; or (ii) right to take legal or factual positions in defense of litigation or other legal proceedings to which OAG is not a party. This Assurance is not intended for use by any third party in any other proceeding and is not intended, and should not be construed, as an admission of liability by Respondents.
32. This Assurance may not be amended except by an instrument in writing signed on behalf of all the parties to this Assurance.
33. This Assurance shall be binding on and inure to the benefit of the parties to this Assurance and their respective successors and assigns, provided that no party, other than OAG, may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of OAG.
34. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held to be invalid, illegal, or unenforceable in any respect,

in the sole discretion of OAG such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

35. To the extent not already provided under this Assurance, Respondents agree to, upon request by OAG, provide all documentation and information necessary for OAG to verify compliance with this Assurance.
36. All notices, reports, requests, and other communications to any party pursuant to this Assurance shall be in writing and shall be directed as follows:

OAG  
Sunita Kini-Tandon  
Assistant Attorney General  
Office of the Attorney General  
Civil Rights Bureau  
120 Broadway  
New York, New York 10271

Eilat & 1750  
Simon Miller  
Greenberg Traurig, LLP  
MetLife Building  
200 Park Avenue  
New York, New York 10166

Any changes in the person to whom communications should be specifically directed shall be made in advance of the change.

37. Acceptance of this Assurance by OAG shall not be deemed approval by OAG of any of the practices or procedures referenced herein, and Respondents shall make no representation to the contrary.
38. Pursuant to New York State Executive Law § 63(15), evidence of a violation of this Assurance shall constitute prima facie proof of violation of the applicable law in any action or proceeding thereafter commenced by OAG.

39. If a court of competent jurisdiction determines that Respondents have breached this Assurance, Respondents shall pay to OAG the cost, if any, of such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.
40. OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. OAG is willing to accept this Assurance pursuant to New York State Executive Law § 63(15), in lieu of commencing a statutory proceeding. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.
41. Nothing contained herein shall be construed so as to deprive any person of any private right under the law.

IN WITNESS THEREOF, this Assurance is executed by the parties hereto on May \_\_,  
2010.

Dated: New York, New York  
May 11, 2010

1750 ASSOCIATES, LLC

By: \_\_\_\_\_



EILAT MANAGEMENT CORPORATION

By: \_\_\_\_\_

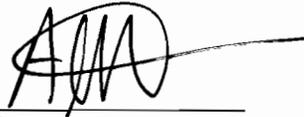


CONSENTED TO:

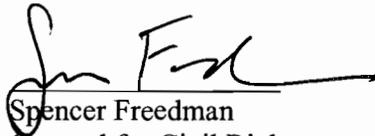
Dated: New York, New York  
~~May~~ 6, 2010  
July

ANDREW M. CUOMO  
Attorney General of the State of New York

By: \_\_\_\_\_



Alphonso B. David  
Bureau Chief



Spencer Freedman  
Counsel for Civil Rights

Sunita Kini-Tandon  
Assistant Attorney General

Office of the New York State Attorney  
General

120 Broadway  
New York, New York 10271

Tel. (212) 416-8250

Fax (212) 416-8074

Appendix A

Fair Housing Policy



**IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON IN THE RENTAL OF HOUSING BECAUSE OF A PERSON'S RACE, CREED, COLOR, NATIONAL ORIGIN, SEXUAL ORIENTATION, MILITARY STATUS, SEX, GENDER IDENTITY, AGE, DISABILITY, FAMILIAL STATUS, OR RELIGION.**

If you believe that you have been unlawfully discriminated against in the rental of housing, you may file a complaint with:

The State of New York  
Office of the Attorney General  
Civil Rights Bureau  
120 Broadway  
New York, New York 10271-0332  
Tel.: (212) 416-8250  
Fax: (212) 416-8074  
Web Site: <http://www.ag.ny.gov>

## **Appendix B**

### **Nondiscrimination Policy**

In New York, the law prohibits housing discrimination on the basis of **race, creed, color, national origin, sexual orientation, military status, sex, gender identity, age, disability, familial status (having children under age 18), or religion**. The purpose of these laws is to ensure that all individuals have equal housing opportunities.

This Nondiscrimination Policy means that, among other things, Eilat Management Corporation, 1750 Associates, LLC and all their employees and agents with the responsibility of renting, leasing, managing, or administering any housing accommodation must not discriminate in the rental or leasing of a housing accommodation because of the above factors, including an individual's race. Such employees and agents may not:

1. Refuse to rent, lease, or otherwise to deny to or withhold from any person a housing accommodation because of the above factors.
2. Discriminate against any person in the terms, conditions, or privileges of rental of a housing accommodation, or in the furnishing of facilities or services in connection therewith because of the above factors.
3. Print or circulate or cause to be printed or circulated any statement, advertisement, or publication, use any form of application for the rental or lease of such housing accommodation, or make any record or inquiry in connection with the rental or lease of such a housing accommodation that expresses any limitation, specification, or discrimination because of the above factors.

Any employee or agent who fails to comply with this Nondiscrimination Policy shall be subject to appropriate disciplinary action, up to and including termination of employment. Any action taken by an employee or agent that results in unequal treatment based on the above factors may constitute a violation of federal, state and local fair housing laws.

**Appendix C**

**Acknowledgment Form**

I, \_\_\_\_\_, have received, read, and agree to comply with this Assurance and the Nondiscrimination Policy. I further understand that violating this Assurance or otherwise engaging in discriminatory housing practices prohibited by federal, state, or local law shall subject me to appropriate disciplinary action, including termination of employment.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Appendix D**

**Fair Housing Training Acknowledgment Form**

I, \_\_\_\_\_, have attended the fair housing training provided by \_\_\_\_\_ on \_\_\_\_\_ that covered federal, state, and local fair housing laws. I understand that I will be subject to discipline, including possible termination of employment, for failure to comply with these laws.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Appendix E**

**Complaint Form**

**Instructions:**

1. Please TYPE or print clearly in dark ink.
  2. You must complete the entire form.
  3. Make sure copies (not originals) of all relevant papers concerning the complaint are attached.
- 

**A. Complainant**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ (Home)  
\_\_\_\_\_ (Mobile)  
\_\_\_\_\_ (Work)

**B. Subject(s) of The Complaint**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Attach additional papers if necessary)

**C. Witness(es)**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ (Home)  
\_\_\_\_\_ (Mobile)  
\_\_\_\_\_ (Work)

(Attach additional papers if necessary)





I ACKNOWLEDGE THAT THE ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Copy to:      The State of New York  
                  Office of the Attorney General  
                  Civil Rights Bureau  
                  120 Broadway  
                  New York, New York 10271

**Appendix F**

**Notice to Potential Victims of Housing Discrimination at  
1750 Ocean Parkway in Brooklyn, New York**

The Office of the New York State Attorney General (“OAG”) has entered into an agreement with the party that owns and manages 1750 Ocean Parkway – a residential rental property located at 1750 Ocean Parkway, Brooklyn, New York 11223. The agreement addresses race discrimination at the complex.

Under the terms of this agreement, individuals who were harmed because of unlawful discrimination because of race may be entitled to monetary compensation. You may qualify to recover monetary compensation if:

Because of your race or the race of someone who resided or would have resided with you, you were discriminated against in connection with your tenancy or attempt to rent an apartment; or

If you believe that you are eligible for compensation and wish to submit a claim, you should submit a written statement explaining why you meet any of the above criteria, along with any supporting documentation, to:

The State of New York  
Office of the Attorney General  
Civil Rights Bureau  
RE: 1750 Ocean Parkway  
120 Broadway  
New York, New York 10271

The OAG will evaluate the claims for compensation and will determine, in a fair and equitable manner, whether you are entitled to compensation. You must submit your claim and all supporting documentation by \_\_\_ [**insert in bold date that is 150 days after Effective Date**]. If you have any questions, you may contact the OAG at 212-416-8250 and reference 1750 Ocean Parkway.