

ATTORNEY GENERAL OF THE STATE OF NEW YORK  
CIVIL RIGHTS BUREAU

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In the Matter of the Investigation by LETITIA JAMES,  
Attorney General of the State of New York, of

Assurance No. 22-046

COLDWELL BANKER RESIDENTIAL BROKERAGE

Respondent.  
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**ASSURANCE OF DISCONTINUANCE**

The Office of the Attorney General of the State of New York ("OAG") commenced an investigation pursuant to the provisions of New York Executive Law § 63(12) into the policies, procedures, and practices of Coldwell Banker (as defined below) with respect to providing real estate services, based on an investigative report published by Newsday in or around November 2019. This Assurance of Discontinuance is based on the OAG's investigation and the relief agreed to by the OAG and Coldwell Banker (collectively, the "Parties" and each individually a "Party").

**PART ONE: DEFINITIONS**

1. Throughout this Assurance of Discontinuance, the following terms shall have the following meanings:

- a. "Assurance" means this Assurance of Discontinuance.
- b. "Client" means any person who has inquired about renting or purchasing an apartment or other residential property through Coldwell Banker or who sought or used Coldwell Banker's services in renting or purchasing residential property.
- c. "Effective Date" means the date this Assurance is signed by the last party to sign it.
- d. "Agent" means a real estate broker, associate real estate broker or real estate salesperson engaged by Coldwell Banker in the State of New York as defined by N.Y. Real Property Law §440.
- e. "Including" means including but not limited to.
- f. "Coldwell Banker" means all New York State non-franchise offices of Coldwell Banker Real Estate Services LLC, d/b/a/ Coldwell Banker Residential Brokerage, n/k/a Coldwell Banker Realty, a real estate brokerage company whose principal place of business is located at 66 Field Point Road, Greenwich, CT 06830, as of the Effective Date. For purposes of clarity, "Coldwell Banker" under this Assurance shall not include Coldwell Banker Warburg in Manhattan, which is a separately

licensed entity with a separate broker formed after Coldwell Banker's acquisition of Warburg Realty in October 2021, well after the events that are the subject of this investigation in Long Island.

- g. "Tested Agents" refers to Akhtar Somekh, Rosalind Resnick, Diane Etri, Rosemarie (Marando) Strippoli and Maria Vermeulen, who were formerly Agents with Coldwell Banker and were Coldwell Banker Agents tested by Newsday during its investigation in 2016-2017.
- h. The use of the singular form of any word includes the plural and vice versa.

## **PART TWO: ATTORNEY GENERAL'S INVESTIGATION AND CONCLUSIONS**

2. Coldwell Banker is a real estate brokerage company with offices in New York State and that has hundreds of Agents and staff.

3. In 2016 and 2017, the Long Island-based newspaper Newsday conducted 86 paired tests of various real estate agents, including of Coldwell Banker, using trained, undercover actors who recorded excerpts of their interactions with the agents. Newsday publicly reported and posted pieces of video from these interactions in November 2019. Included in the testing were the Tested Agents. The Newsday report can be seen at the following link: <https://projects.newsday.com/long-island/real-estate-agents-investigation/>.

4. In 2019, upon the publication of Newsday's findings, the OAG initiated an investigation into whether Coldwell Banker, through its Tested Agents, refused to negotiate the sale of, or otherwise makes unavailable or denies dwellings to individuals, or steers individuals to or from communities based on their race, color, or national origin in violation of the Fair Housing Act, 42 U.S.C. §§ 3601 et. seq., and New York State Executive Law § 296(5).

5. Based on the evidence obtained during the investigation, the OAG has concluded that the Tested Agents may have unlawfully discriminated on the basis of race, color, and/or national origin in the sale of housing in violation of the Fair Housing Act and New York State Human Rights Law.

6. Coldwell Banker denies the OAG's conclusion, Paragraph 5 above. 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 Coldwell Banker.

7. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest.

**WHEREAS**, the Parties will attempt to the extent possible to resolve any disputes or concerns regarding non-compliance with this Assurance or otherwise regarding compliance with fair housing laws informally and in good faith for the duration of this Assurance, without prejudice to their available rights and remedies.

**THEREFORE**, the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of 42 U.S.C. §§ 3601 *et. seq.*, and New York State Executive Law § 296(5) based on the conduct described above.

**IT IS HEREBY UNDERSTOOD AND AGREED**, by and between the Parties:

**PART THREE: COMPLIANCE WITH THE LAW**

8. Coldwell Banker shall not, and shall instruct its Agents not to, engage, or attempt to engage, in conduct in violation of any applicable fair housing laws, including but not limited to 42 U.S.C. §§ 3601 *et. seq.*, and New York State Human Rights Law § 296(5).

**PART FOUR: MONETARY RELIEF**

9. Coldwell Banker agrees to pay to the OAG the sum of twenty thousand dollars (\$20,000), representing penalties and costs of investigation.

10. Payment shall be in the form of a corporate check, certified check, or official bank check made payable to the "State of New York" and forwarded to the Office of the Attorney General, 200 Old Country Road, Suite 240, Mineola, New York 11501, and addressed to the attention of Christina Bedell, Assistant Attorney General. Payment shall be made within thirty (30) days after Coldwell Banker's receipt of both (a) the fully executed Assurance, and (b) a fully executed W-9 form on behalf of the State of New York. The payment shall reference OAG Assurance Number 22-046.

11. In the event that Coldwell Banker fails to timely and properly make payment as required by Paragraphs 9 and 10, the OAG shall provide Coldwell Banker with written notice, by email, of such failure. If Coldwell Banker does not cure such failure within thirty (30) days of the OAG's written notice, the OAG may pursue legal action to recover the amount outstanding.

**PART FIVE: TESTING**

12. In consideration of the making and execution of this Assurance, Coldwell Banker shall make a payment to Suffolk County in the amount of ten thousand dollars (\$10,000). The funds will be used by Suffolk County to conduct fair housing testing.

13. Payment shall be made by corporate check, certified check, or bank draft made payable to "Suffolk County" and shall reference Assurance No. 22-046; payment shall be addressed to the attention of Assistant Attorney General Christina Bedell, State of New York, Office of the Attorney General, 200 Old Country Road, Suite 240, Mineola, New York, NY 11501. Payment shall be made within thirty (30) days after Coldwell Banker's receipt of both (a) the fully executed Assurance, and (b) a fully executed W-9 form on behalf of Suffolk County.

**PART SIX: EDUCATION AND TRAINING**

14. During the term of this Assurance, Coldwell Banker shall make available to all of its Agents fair housing trainings, consistent with the applicable fair housing training requirements under federal, state and local law (which OAG acknowledges may change during the term of this

Assurance). The trainings shall cover the requirements of federal, state, and local fair housing laws, including the prohibition against racial steering. Coldwell Banker shall confirm, in writing, that it has made available each training in compliance with this section.

15. Within thirty (30) days of the Effective Date, Coldwell Banker shall provide to all Agents, as well as all officers, directors, and employees of Coldwell Banker, by electronic mail, a copy of the New York State Division of Human Rights Fair Housing Guide (“Guide”) annexed as Exhibit A. In the email to the recipients, Coldwell Banker shall request that they read the Guide and Section 296 of the New York State Executive Law and agree to comply with the Guide’s instructions as well as the obligations, terms, and conditions of Section 296. Coldwell Banker shall acknowledge, in writing, that it has provided this Guide to all Agents.

16. Any Agent, officer, director, or employee who violates the policies set forth in the Guide or otherwise engages in discriminatory housing practices prohibited by 42 U.S.C. §§ 3601 et. seq., and/or New York State Executive Law § 296(5) and: (a) is an employee of Coldwell Banker shall be subject to disciplinary action, up to and including termination; (b) is an independent contractor of Coldwell Banker may be subject to disciplinary action, up to and including termination of association by Coldwell Banker.

#### **PART SEVEN: COMPLAINTS**

17. Within thirty (30) days of the Effective Date, and for the duration of this Assurance, Coldwell Banker shall add to its company-owned website, [www.coldwellbankerhomes.com](http://www.coldwellbankerhomes.com), subject to OAG’s review and approval, a link to a web-based complaint form including fields matching those detailed in the Complaint Form annexed as Exhibit B.

18. Within thirty (30) days of the Effective Date, Coldwell Banker shall designate a current full-time employee who shall receive and investigate all complaints from Clients, whether written or oral to the designated employee, alleging discrimination. The designated employee shall complete, or help the Complainant complete, the Complaint Form annexed as Exhibit B.

19. Coldwell Banker shall promptly investigate any complaint received. To the extent practicable, the designated employee shall commence such investigation within five (5) business days of the receipt of the Complaint by taking any necessary steps commensurate with the nature and scope of the complaint. Those steps may include interviewing the Complainant, witnesses, and the Agent(s) involved.

20. Every six (6) months, Coldwell Banker shall submit to the OAG copies of the completed Complaint Form(s) and shall provide, in writing, the following information for each complaint received during the six-month period: (a) the date Coldwell Banker received the complaint, (b) whether the investigation into the complaint is completed or ongoing, (c) the date of completion of the investigation, and (d) the outcome of the investigation.

21. For the duration of this Assurance, Coldwell Banker shall maintain:

- a. A list reflecting the properties rented or purchased through Coldwell Banker in connection with which a Client has made a complaint, the dates those properties

were rented or purchased, and the names of the Clients who rented or purchased such properties; and

- b. Materials made available to Agents as part of the trainings offered pursuant to Paragraph 14.

22. Within ninety (90) days of the Effective Date, Coldwell Banker shall devise and, subject to review and approval by the OAG, implement a document retention policy providing, at minimum, that:

- a. Documents, including written, printed and record matters and electronic forms of records, shall be maintained by the Company and its Agents pursuant to the NYS Department of State ("NYS DOS") licensing requirements in accordance with NYCCRR §175.23 (entitled "Records of transactions to be maintained") shall be retained for at least three years;
- b. Complaints received from Clients under Paragraph 18 shall be retained for at least three years; and
- c. Agents shall be reminded of their NYS DOS obligation to comply with 19 NYCCRR 175.23, including written Client communications sent or received using Agents' personal mobile phone or computer.

23. The OAG, upon reasonable notice of at least twenty-one (21) days to Coldwell Banker, and no more than once every six (6) months, shall have access at a reasonable time and place to any documents Coldwell Banker is required to maintain under the terms and conditions of this Assurance and any documents relating to Coldwell Banker's compliance with this Assurance. This Assurance does not in any way impair or affect the right of the OAG to obtain documents from Coldwell Banker pursuant to subpoena.

24. It is understood and agreed that Coldwell Banker shall not provide documents subject to attorney-client or work product privileges and that any appropriate assertion of confidentiality or privilege shall not be deemed a violation of this Assurance. In addition, any inadvertent production of privileged or confidential documents shall not be deemed a waiver of confidentiality, privilege, or other similar protections.

#### **PART EIGHT: JURISDICTION AND OTHER PROVISIONS**

25. This Assurance will expire exactly three (3) years from the Effective Date.

26. Coldwell Banker expressly agrees and acknowledges that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to Paragraph 31, and agrees and acknowledges that in such event:

- a. the OAG may use statements, documents or other materials produced or provided by Coldwell Banker prior to or after the Effective Date of this Assurance;

- b. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Coldwell Banker irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue; and
- c. evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

27. If either OAG or Coldwell Banker brings a claim in a court of competent jurisdiction for a violation of the Assurance, the non-prevailing party shall pay the reasonable costs of the prevailing party in connection with said proceeding, including legal fees, expenses, and court costs.

#### *Effects of Assurance*

28. For the duration of this Assurance, all terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of Coldwell Banker or a substantial portion of its assets. As of the Effective Date and during the time period that this Assurance remains in effect, Coldwell Banker shall include in any such successor, assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Assurance. No Party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG, while it remains in effect.

29. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

30. Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and each Party, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the other Party.

#### *Representations and Warranties*

31. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by Coldwell Banker and the OAG's own factual investigation and its conclusion set forth in Paragraph 5 above. Coldwell Banker represents and warrants that it has not made any material representations to the OAG that are inaccurate or misleading. If any material representations by Coldwell Banker are later found to be inaccurate or misleading by a court of competent jurisdiction, this Assurance is voidable by the OAG in its sole discretion.

32. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Coldwell Banker in agreeing to this Assurance.

33. Coldwell Banker represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved. Coldwell Banker further represents and warrants that Coldwell Banker, by Joseph Valvano, as the signatory to this AOD, is a duly authorized officer acting at the direction of Coldwell Banker.

*General Principles*

34. Nothing in this Agreement shall relieve Coldwell Banker of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

35. Nothing contained herein shall be construed to limit the remedies available to either party in the event that the other party violates the Assurance after its Effective Date.

36. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

37. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

38. Coldwell Banker acknowledges that it has entered into this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

39. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

40. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

41. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the Effective Date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

42. All communications and notices regarding this Assurance shall be sent by first class mail and email to:

**OAG**

Jessica Clarke, Esq.  
Civil Rights Bureau Chief  
Office of the NYS Attorney General  
28 Liberty Street  
New York, NY 10005  
[Jessica.clarke@ag.ny.gov](mailto:Jessica.clarke@ag.ny.gov)

**Coldwell Banker Realty**

Lynette Gladdis, Esq.  
Senior Vice President  
& Assistant Corp. Secretary  
Anywhere Real Estate Inc.  
175 Park Avenue  
Madison, NJ 07940  
[Lynette.Gladdis@anywhere.re](mailto:Lynette.Gladdis@anywhere.re)

**IN WITNESS THEREOF**, the undersigned subscribe their names:

Dated: New York, New York  
February \_\_, 2023

**Coldwell Banker Realty**  
66 Field Point Road  
Greenwich, CT 06830

By: Joe Valvano  
Joseph Valvano – President, Westchester

**CONSENTED TO:**

Dated: New York, New York  
February 28, 2023

**LETITIA JAMES**  
**Attorney General of the State of New York**

By: Christina Bedell  
Jessica Clarke  
Bureau Chief

Christina Bedell  
Assistant Attorney General

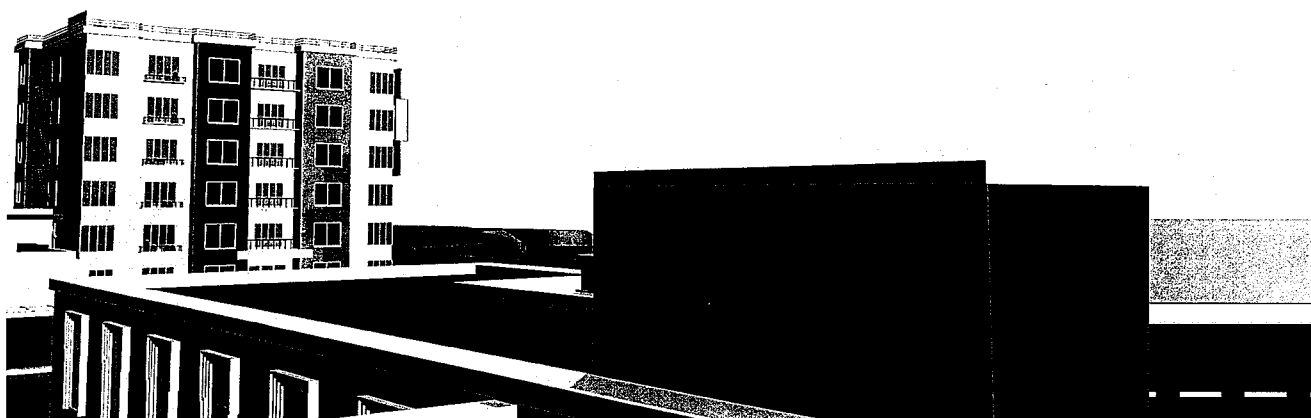
Office of the New York State Attorney General  
28 Liberty Street  
New York, New York 10005  
Tel.: (212) 416-8250  
Fax: (212) 416-6030

# **EXHIBIT A**



Division of  
Human Rights

# FAIR HOUSING



**NEW YORK STATE  
DIVISION OF HUMAN RIGHTS  
FAIR HOUSING GUIDE**

**ONE FORDHAM PLAZA, 4TH FLOOR  
BRONX, NEW YORK 10458  
(844) 862-8703  
DHR.NY.GOV**

**REVISED: APRIL 2021**

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# I. Introduction

Housing discrimination is an evil that hurts both its victims and society as a whole. It goes against our vision of a free society, and its elimination is a New York State and national priority. Housing discrimination seriously injures its victims, causing them emotional and financial harm.

There are strong national, state, and local laws against housing discrimination. They provide many places to file complaints. The laws also order many different forms of remedy to victims and to society, including monetary damages and fines. The laws give a court or administrative body the power to order violators to stop discriminating and to make up for past wrongdoing.

In New York State, the Human Rights Law prohibits housing and lending discrimination, as well as other forms of discrimination. The New York State Division of Human Rights is responsible for enforcing the Human Rights Law. The Division receives and investigates housing and lending discrimination complaints and, if warranted, holds hearings and issues enforceable orders.

If you think your rights have been violated, you can file a complaint with the Division and the agency will investigate. You do not need a lawyer to file a complaint. You may also file a complaint under the Human Rights Law in a court of law.

This booklet describes your fair housing rights under the Human Rights Law. It describes who is protected by the law, who must follow the law, what actions are prohibited, and what to do if your rights have been violated. It is important to remember that there are also federal and local laws prohibiting discrimination. If an issue is not covered by the Human Rights Law, you should consult federal and local law, because they might cover it.

To help you determine whether your rights have been violated, this publication offers examples of behavior that may violate the law. Generally, however, more investigation is necessary to decide whether a behavior is illegal. The government agencies and organizations listed at the end of this pamphlet can conduct such investigations.

# Overview of DHR

**The New York State Division of Human Rights (DHR) was created to enforce the state's Human Rights Law. The mission of the agency is to ensure that "every individual . . . has an equal opportunity to participate fully in the economic, cultural, and intellectual life of the State."**

DHR protects New Yorkers against discrimination in employment, housing accommodations, nonreligious educational institutions, places of public accommodation, commercial spaces, and credit transactions.

DHR takes legal action in response to complaints about discrimination, initiates investigations of individual and systemic cases of discrimination, and conducts outreach to communities throughout the State of New York.

# What Housing is Covered?

**The New York State Human Rights Law applies to nearly all housing accommodations.**

The only exceptions are:

**Rental units in two-family homes occupied by the owner.**

Example: A two-family home where the owner lives in one of the units is not covered by the Human Rights Law.

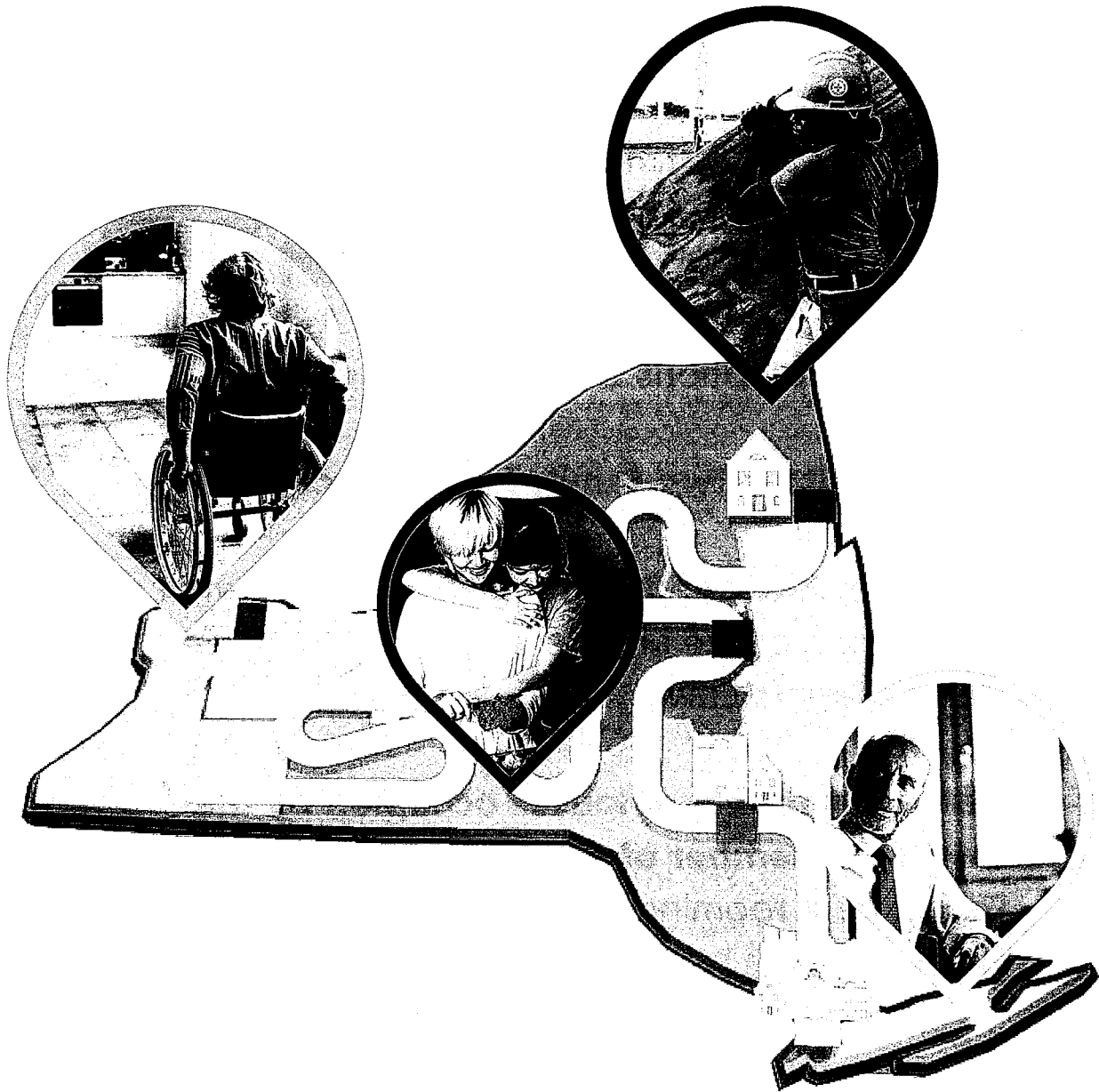
**Rentals in rooming houses occupied by the owner or member of the owner's family.**

Example: A rooming house with a resident owner is not covered by the Human Rights Law.

**It is important to remember that although the Human Rights Law does not apply to these housing accommodations, federal or local fair housing laws may apply.**



## II. Who is Protected?



# Who is Protected?

**The New York State Human Rights Law prohibits housing discrimination on the basis of several “protected characteristics.” It is unlawful for someone to discriminate against you because of one of the following protected characteristics.**

## **Race/Color**

## **Creed**

Exception: A religious institution can, under certain circumstances, limit the sale or rental of housing to a member of the same religion to further its religious principles.

## **Sex**

Exception: Single-sex housing accommodations such as female- or male-only dormitories at a college are permitted.

## **Age**

Exception: Housing accommodations for seniors are permitted; housing discounts to people 65 years or older are permitted.

## **Disability**

Exception: Housing discounts to people with disabilities are permitted.

Arrest Record resolved on your favor, an adjournment in contemplation of dismissal, a sealed conviction record, or a youthful offender adjudication.

## **National Origin**

## **Marital Status**

## **Military Status**

## **Family Status**

## **Sexual Orientation**

## **Gender Identity/Expression**

## **Lawful Source of Income**

The Human Rights Law does not give preference to any one particular race, creed, color, national origin, sex, age, disability, marital status, family status, sexual orientation, or gender identity. If someone denies housing to you, and the reason is one of these characteristics, whatever that characteristic happens to be, it is unlawful.

# Who Must Follow the Law?

**Anyone who sells, rents, or leases housing must follow the New York State Human Rights Law.**

## **Examples:**

A real estate agent may not aid a landlord who asks not to rent apartments in his building to “minorities.”

A housing complex cannot establish a “no children” rental policy.

A family member who assists her relative in selling her home cannot discriminate.

A tenant of an apartment cannot discriminate if subletting the apartment to another person.

A contractor making repairs may not engage in sexual harassing behaviors against tenants.

# What is Prohibited?

## I. DISCRIMINATION IN CONNECTION WITH THE SALE, RENTAL, OR LEASING OF HOUSING

The Human Rights Law makes it illegal to discriminate in the sale, rental, or leasing of housing because of a protected characteristic. Specifically, the law makes it illegal to do the following because of a protected characteristic:

### **Refuse to sell, rent, or lease housing.**

Example: An owner refuses to sell a home to Asian-Americans.

Example: A woman receives child support from the father of her children, and with this support she is qualified to rent an available apartment. The landlord tells her that he does not take into account child support because fathers sometimes stop paying.

Example: A renter has the appearance and gender identity of a male, and checked off "male" on the application. The landlord later learns that the sex assigned to the renter at birth was female. The landlord tries to evict the renter, stating he lied on his application, and also harasses him to try to get him to leave.

### **Discriminate in the terms, conditions, or privileges in the sale, rental, or lease of housing.**

Example: A landlord requires higher security deposits from African-American families in connection with renting apartments.

Example: A homeowner decides to require a larger down payment from a Latino family in connection with the sale of a home.

**Discriminate in providing facilities or services in connection with the sale, rental, or lease of housing.**

Example: A landlord refuses to allow Latino children to play at a playground.

Example: A man is denied the use of fitness equipment available to other tenants because he receives governmental housing assistance to pay part of his rent.

**Print or circulate a statement, advertisement, or publication expressing a limitation, specification, or discrimination in the sale, rental, or lease of housing.**

Example: An advertisement for a vacant apartment expresses preference for a specific national origin.

**Use an application for housing that expresses any limitation, specification, or discrimination in the sale, rental, or lease of housing.**

Example: A real estate application asks questions about a protected characteristic.

**Make any record or inquiry in connection with the prospective purchase, rental, or lease of housing that expresses any limitation, specification, or discrimination.**

Example: A landlord asks the religion of prospective tenants.

**Discriminate against a person with a vision impairment because of their use of a guide dog, or a person with hearing impairment because of their use of a hearing dog. Discriminate against a person with a disability because of their use of a service dog. Discriminate against a person with a disability because of their use of an emotional support animal, where the animal is needed to use and enjoy the premises.**

## II. RETALIATION, AIDING AND ABETTING, AND COERCION

The Human Rights Law also prohibits participating in discrimination or retaliating against someone for helping to enforce the Law. Specifically, the Law prohibits:

**Aiding, abetting, inciting, compelling, or coercing someone to violate the Human Rights Law.**

Example: A co-op board informs an owner that it will not approve a sale to an African-American buyer. (Should they actually vote to deny a sale because the buyer is of a protected class, the co-op board will be liable directly for discrimination, as will each member of the board who voted to deny).

**Retaliating against someone for opposing housing discrimination, filing a complaint, or testifying or assisting in any enforcement action under the Law.**

Example: A real estate agency fires an employee for reporting that a landlord refused to rent to her Latino client.

## III. DISCRIMINATION BASED ON ASSOCIATION WITH MEMBERS OF A PROTECTED CLASS

**It is unlawful to discriminate against an individual because of that individual's known relationship with a member of a protected class under the Human Rights Law.**

Example: A landlord refused to rent an apartment to a couple when he learns they are interracial.

## IV. REAL ESTATE BROKERS, SALESPERSONS, AND EMPLOYEES; REAL ESTATE BOARDS

In addition to the above restrictions, the Human Rights Law adds additional obligations on real estate brokers, real estate salespersons and their employees.

Specifically, it is illegal for them to:

**Refuse to negotiate for the sale, rental, or lease of housing.**

Example: A real estate agent refuses to negotiate with a person with a disability for the rental of housing.

**Represent that housing is not available for sale, rental, or lease when it is available.**

Example: A real estate salesperson shows housing to a white person, but then tells a minority person that the same housing is not available for rental.

It is also illegal for a real estate board to exclude or expel any person, or discriminate against a person in the terms, conditions, and privileges of membership on the board because of a protected characteristic.

Example: A lesbian locates an apartment she would like to rent. The landlord's broker calls to tell her the apartment has been rented to someone else after she mentioned her wife. She find out through a friend that the apartment is available and the broker continues to show it to prospective tenants.

**REASONABLE ACCOMMODATIONS**

**In addition to prohibiting housing discrimination on the basis of disability, the Human Rights Law requires persons covered by the law to accommodate the needs of persons with disabilities.**

Examples: A landlord makes an exception to a "no pet" policy to permit a tenant to keep an emotional support animal where the animal allows the person to use and enjoy their home.

Example: You rent an apartment in an apartment building and need to use a wheelchair to enter and leave your apartment. You cannot get up the steps at the front of the building without assistance of others. Your landlord may be required to provide you with a ramp or other reasonable means to permit you to access the building.

# Discrimination in Lending

**The Law also prohibits discrimination in connection with lending, including real estate lending. It is unlawful to discriminate in connection with lending on the basis of the same characteristics\* that are protected in connection with the sale or rental of housing.**

\*Age can be considered in determining the creditworthiness of an applicant when age has a demonstrable and statistically sound relationship to determining creditworthiness.

The Law prohibits the following in connection with an application for a loan for the purchase, acquisition, construction, rehabilitation, or repair or maintenance of a home:

**Discriminating in granting, withholding, extending, renewing, or setting the terms, rates, or conditions of the loan.**

Example: A lender charges higher interest rates to African-Americans.

**Using an application for a loan or making any record on an inquiry about an applicant that expresses any limitation, specification, discrimination.**

Example: A credit application asks about the applicant's medical history.



# Discrimination in Lending

**Asking an applicant about her capacity to have children or about the use or advocacy of any form of birth control or family planning.**

Example: A loan officer asks a couple applying for a loan whether they plan to have children.

**Refusing to consider sources of an applicant's income or discounting an applicant's income because of a protected characteristic, including childbearing potential.**

Example: When considering the loan application of a married couple, a creditor refuses to consider the income of the wife because she is of childbearing age.

**In connection with considering an applicant's credit worthiness, considering statistics or assumptions relating to a protected characteristic, including the likelihood of bearing children.**

Example: A creditor refuses to lend in predominantly minority neighborhoods.



**PEOPLE WITH A DISABILITY  
HAVE A RIGHT TO EQUAL  
OPPORTUNITY TO USE AND  
ENJOY THEIR HOME.**



# Reasonable Accommodation for a Disability

**The NYSHRL prohibits housing providers from refusing to sell, rent, lease or otherwise deny any person a housing accommodation on account of disability; and discriminating against any person because of disability in the terms, conditions, or privileges of the sale, rental, or lease of any such housing accommodation or in the furnishing of facilities or services in connection therewith.**

Housing providers are obligated to reasonably accommodate persons with disabilities to allow them the use and enjoyment of their homes. Such accommodations may include removing architectural barriers, providing accessible parking, and waiving no pet policies for persons who have a disability-related need for a service or emotional support animal. Housing providers are required to pay and provide for reasonable modifications to common areas to make them accessible to persons with disabilities. New multifamily housing built on or after March of 1991 must meet basic design and construction requirements to ensure that access to and inside the dwellings are provided to persons with disabilities.



# Filing a Complaint

## **It is FREE to file.**

There is no cost or fees associated with filing a complaint.

## **You do not need an attorney.**

DHR will assign an attorney for you if your case goes to a public hearing. However, you may retain a private attorney if you prefer.

## **Different ways to file.**

You may file by phone, email, mail, or in person. You can find our complaint form at [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint).

Phone: 1-844-862-8703

Email: [info@dhr.ny.gov](mailto:info@dhr.ny.gov)

## **We can help.**

If you need assistance or have any questions, please contact us.

If you are blind or a person with a vision disability, you can contact John Herrion at 718-741-8332 or [john.herrion@dhr.ny.gov](mailto:john.herrion@dhr.ny.gov) to receive the form in an alternative format, including Braille in English or Spanish.

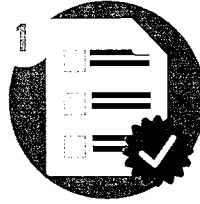
You may request a complaint form in a different language by calling 1-888-392-3644.

**If you are unsure about filing, contact us. We can answer your questions. You may also feel free to check out our self-screening questionnaire at <https://dhr.ny.gov/self-screening-questionnaire>.**

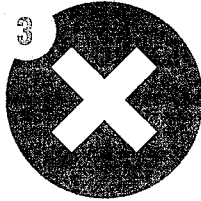
# DHR Complaint Process

- Visit [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) to file a complaint of discrimination within one year of the last act of discrimination. DHR will investigate your complaint to determine if there is probable cause to believe that the law may have been violated. If there is no probable cause, the complaint is dismissed and closed.
- If there is probable cause, DHR will prosecute your complaint at a public hearing before an administrative law judge.
- After the public hearing, DHR's Commissioner will issue an order with a final decision either dismissing or sustaining the complaint.
- If the complaint is sustained, possible remedies may include a change in policies and/or practices; reinstatement to a job; back pay with interest or benefits lost due to the discriminatory practice; the provision of services; equal treatment in an accommodation, institution, or program; and/or compensation for emotional distress. Civil fines may also be assessed.

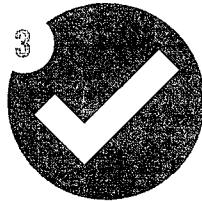
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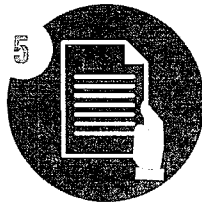
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## IV. Resources

If you suspect that you may have been the victim of discrimination, there are a number of government agencies and private organizations that can help.

### **Bronx Central Office**

One Fordham Plaza, 4th Floor  
Bronx, NY 10458  
(718) 741-8400

### **Albany Regional Office**

Agency Building 1, 2nd Floor  
Empire State Plaza  
Albany, New York 12220  
(518) 474-2705

### **Binghamton Satellite Office**

NYS Office Building Annex  
44 Hawley Street, 6th Floor  
Binghamton, NY 13901-4465  
(607) 721-8467

### **Brooklyn Regional Office**

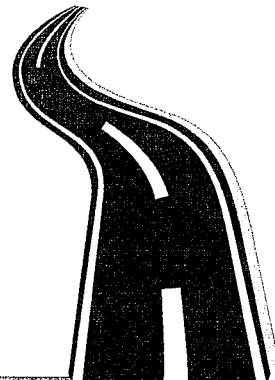
Shirley A. Chisholm State Office Building  
55 Hanson Place, Room 304  
Brooklyn, NY 11217  
(718) 722-2385

### **Buffalo Regional Office**

Walter J. Mahoney State Office Building  
65 Court Street, Suite 506  
Buffalo, NY 14202  
(716) 847-7632



[dhr.ny.gov/contact-us](http://dhr.ny.gov/contact-us)



**Upper Manhattan Regional Office**

Adam Clayton Powell State Office Building  
163 West 125th Street, 4th Floor  
New York, NY 10027  
(212) 961-8650

**Long Island Regional Office**

50 Clinton Street, Suite 301  
Hempstead, NY 11550  
(516) 539-6848

**Hauppauge Satellite Office**

State Office Building  
250 Veterans Memorial Highway, Suite 2B-49  
Hauppauge, NY 11787  
(631) 952-6434

**Rochester Regional Office**

One Monroe Square  
259 Monroe Avenue, 3rd Floor  
Rochester, NY 14607  
(585) 238-8250

**Syracuse Satellite Office**

State Office Building  
333 East Washington Street, Room 543  
Syracuse, NY 13202  
(315) 428-4633

**White Plains Regional Office**

7-11 South Broadway, Suite 314  
White Plains, NY 10601  
(914) 989-3120

**Office Of Sexual Harassment Issues/Queens**

55 Hanson Place, Room 900  
Brooklyn, NY 11217  
(718) 722-2060

# Resources

## **New York State Homes and Community Renewal - Fair Housing and Equal Opportunity Office**

25 Beaver Street  
New York, NY 10004  
(866) 275-3427  
[www.nyshcr.org](http://www.nyshcr.org)

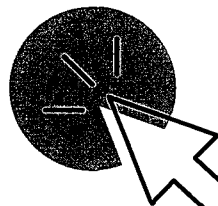
Under the Human Rights Law, you can also file a  
lending discrimination complaint with the  
Superintendent of Banks at the following address:

## **New York State Department of Financial Services**

One State Street  
New York, NY 10004  
(800) 342-3736  
[www.dfs.ny.gov](http://www.dfs.ny.gov)

You can also file a complaint with your city,  
municipality, or county if it has a law prohibiting  
housing or lending  
discrimination.

You may visit [dhr.ny.gov/humanrightskommissions](http://dhr.ny.gov/humanrightskommissions) to  
find a list of such agencies.



# Resources

Federal law also prohibits housing discrimination. You can file a housing discrimination complaint under federal law with:

**The United States Department of Housing and Urban Development (HUD)**

26 Federal Plaza, Room 3532  
New York, NY 10278  
(212) 264-5072

Lafayette Court, 465 Main Street  
Buffalo, NY 14203  
(716) 846-5785  
Toll-Free Number: (800) 496-4294

**United States Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity**

451 Seventh Street, S.W., Room 5116  
Washington, D.C. 20410-2000  
(202) 708-2878  
[www.hud.gov](http://www.hud.gov)  
Nationwide Toll Free Number: (800) 669-9777

# Resources

The following private, non-profit, fair housing enforcement organizations are dedicated to preventing and eliminating discriminatory housing practices:

**Brooklyn Legal Services**

105 Court Street

Brooklyn, NY 11211

(917) 661-4500

<https://www.legalservicesnyc.org/>

**CNY Fair Housing**

731 James Street, Suite 200

Syracuse, NY 13203

(315) 471-0420

[www.cnyfairhousing.org](http://www.cnyfairhousing.org)

**Fair Housing Justice Center, Inc.**

30-30 Northern Blvd #302,

Long Island City, NY 11101

(212) 400-8201

[www.fairhousingjustice.org](http://www.fairhousingjustice.org)

# Resources

## **Housing Opportunities Made Equal, Inc.**

1542 Main Street  
Buffalo, NY 14209  
(716) 854-1400  
[www.homeny.org](http://www.homeny.org)

## **Legal Assistance of Western NY, Inc.**

361 South Main Street  
Geneva, NY 14456  
(315) 781-1465  
[www.lawny.org](http://www.lawny.org)

## **Long Island Housing Services, Inc.**

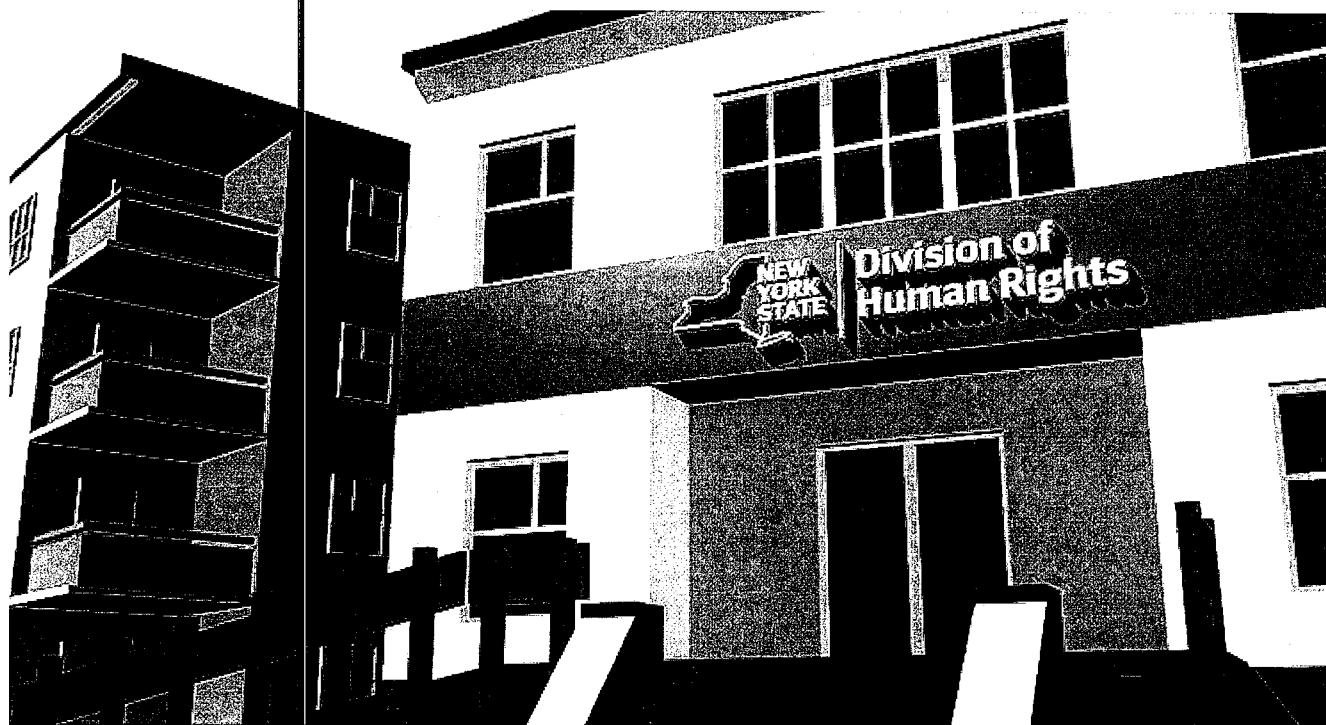
640 Johnson Avenue  
Bohemia, NY 11716  
(631) 567-5111  
[www.lifairhousing.org](http://www.lifairhousing.org)

## **Westchester Residential Opportunities, Inc.**

470 Mamaroneck Avenue  
White Plains, NY 10605  
(914) 428-4507  
[www.wroinc.org](http://www.wroinc.org)

**If you believe that you have  
been discriminated against, you  
can file a complaint with the  
NYS Division of Human Rights.**

**Visit DHR's website [dhr.ny.gov](http://dhr.ny.gov)  
or call (844) 862-8703.**



# **EXHIBIT B**

## 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.
4. Once the complaint with attachments is ready, please submit to the following email address:  
[nyfairhousingcomplaint@cbrealty.com](mailto:nyfairhousingcomplaint@cbrealty.com).
5. ALTERNATIVELY, you may submit an email with all of the below information in the body of the message to: [nyfairhousingcomplaint@cbrealty.com](mailto:nyfairhousingcomplaint@cbrealty.com).

### **A. Complainant**

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ (Home)

\_\_\_\_\_ (Mobile)

\_\_\_\_\_ (Email)

### **B. Agent(s) Involved in Complaint**

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

Office Address (if known): \_\_\_\_\_

\_\_\_\_\_

Phone (if known): \_\_\_\_\_ (Office)

\_\_\_\_\_ (Mobile)

Email (if known): \_\_\_\_\_

### **D. Nature of Complaint (Attach additional pages if necessary.)**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

4873-9756-1166, v. 1