

**NEW YORK STATE
DIVISION OF HUMAN RIGHTS**

**NEW YORK STATE DIVISION
OF HUMAN RIGHTS**

on the Complaint of

**CAROL A. GOSTOMSKI AND ON BEHALF OF
HER MINOR CHILDREN, HOUSING
OPPORTUNITIES MADE EQUAL, INC.**

Complainant,

v.

**SHERWOOD TERRACE APARTMENTS, DENNIS
HANKINSON,**

Respondents.

**NOTICE AND
FINAL ORDER**

Case Nos. 10107538
10107540

PLEASE TAKE NOTICE that the attached is a true copy of the Recommended Findings of Fact, Opinion and Decision, and Order (“Recommended Order”), issued on September 20, 2007, by Martin Erazo, Jr., an Administrative Law Judge of the New York State Division of Human Rights (“Division”). An opportunity was given to all parties to object to the Recommended Order, and all objections received have been reviewed.

PLEASE BE ADVISED THAT, UPON REVIEW, THE RECOMMENDED ORDER IS HEREBY ADOPTED AND ISSUED BY THE HONORABLE KUMIKI GIBSON, COMMISSIONER, AS THE FINAL ORDER OF THE NEW YORK STATE DIVISION OF HUMAN RIGHTS (“ORDER”), WITH THE FOLLOWING

AMENDMENT:

- In consideration of the degree to which Complainant Gostomski and her children suffered; the amount of their award for compensatory damages; Respondent’s

admission that he would not rent his upper-level apartments to families with young children; and Respondent's egregious and willful disregard for the civil rights of families seeking housing, Complainant Gostomski is awarded \$10,000 in punitive damages. *See, e.g., Bell v. Leona Helmsley*, 2003 NY Slip Op. 50616U, 7 (N.Y. Sup. Ct. 2003) (citing *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996)). Thus, within sixty days of the date of this Final Order, Respondent shall pay \$10,000 in punitive damages to Complainant Carol A. Gostomski, and interest shall accrue on this award at a rate of nine percent per annum from the date of this Final Order until the date payment is made. This amendment affects no other aspect of the order portion of the Recommended Order issued by ALJ Erazo, including the other awards set forth therein, which are herein adopted in full.

In accordance with the Division's Rules of Practice, a copy of this Order has been filed in the offices maintained by the Division at One Fordham Plaza, 4th Floor, Bronx, New York 10458. The Order may be inspected by any member of the public during the regular office hours of the Division.

PLEASE TAKE FURTHER NOTICE that any party to this proceeding may appeal this Order to the Supreme Court in the County wherein the unlawful discriminatory practice that is the subject of the Order occurred, or wherein any person required in the Order to cease and desist from an unlawful discriminatory practice, or to take other affirmative action, resides or transacts business, by filing with such Supreme Court of the State a Petition and Notice of Petition, within sixty (60) days after service of this Order. A copy of the Petition and Notice of Petition must also be served on all parties, including the General Counsel, New York State Division of Human

Rights, One Fordham Plaza, 4th Floor, Bronx, New York 10458. Please do not file the original Notice or Petition with the Division.

ADOPTED, ISSUED, AND ORDERED, this 15th day of November, 2007.

KUMIKI GIBSON
COMMISSIONER

**NEW YORK STATE
DIVISION OF HUMAN RIGHTS**

**NEW YORK STATE DIVISION OF
HUMAN RIGHTS**

on the Complaints of

**CAROL A. GOSTOMSKI AND ON BEHALF
OF HER MINOR CHILDREN,
HOUSING OPPORTUNITIES MADE
EQUAL, INC.,**

Complainants,

v.

**SHERWOOD TERRACE APARTMENTS,
DENNIS HANKINSON,**

Respondents.

**RECOMMENDED FINDINGS OF
FACT, OPINION AND DECISION,
AND ORDER**

Case Nos. **10107538
10107540**

SUMMARY

Carol A. Gostomski ("Gostomski") alleged that Respondents denied her a rental unit because she has a family with children. Housing Opportunities Made Equal, Inc., ("H.O.M.E."), alleged that Respondents' unlawful actions caused injury to H.O.M.E. and its members. Division finds that Respondents discriminated against Complainants. Gostomski and her children are entitled to relief in the form of an award for economic loss, mental anguish and punitive damages. H.O.M.E. is also entitled to relief in the form of an award for economic loss and punitive damages.

PROCEEDINGS IN THE CASE

On August 30, 2005, Complainants filed a verified complaint with the New York State Division of Human Rights ("Division"), charging Respondents with unlawful discriminatory practices relating to housing in violation of N.Y. Exec. Law, art. 15 ("Human Rights Law").

After investigation, the Division found that it had jurisdiction over the complaint and that probable cause existed to believe that Respondents had engaged in an unlawful discriminatory practice. The Division thereupon referred the case to public hearing.

After due notice, the case came on for hearing before Martin Erazo, Jr., an Administrative Law Judge (“ALJ”) of the Division. Public hearing sessions were held on June 6-7, 2007.

Complainants and Respondents appeared at the hearing. The Division was represented by Joshua Zinner, Deputy Commissioner for Enforcement, Paul Crapsi, Jr., of Counsel. Respondents were represented by McKenna, Brady and Levi, Robert F. Gannon, Esq., of Counsel.

Permission to file post-hearing briefs was granted.

FINDINGS OF FACT

Parties

1. Respondents are the owners of Sherwood Terrace Apartments ("Sherwood"). (Tr. 351) Sherwood has locations in three different municipalities: Town of Tonawanda (“Sheridan”), Kenmore (“Barton Court”), Niagara Falls. (Tr. 352)
2. Dennis Hankinson ("Hankinson") is one of the partners that own Sherwood. (Tr. 351) Hankinson is responsible for showing and managing apartments for Sherwood. (Tr. 352)
3. Respondents maintained a sign outside of Respondents' Sheridan location that advertised availability for one and two bedroom apartments. (Tr. 354) The sign contained the phone numbers to call if someone was interested in renting. (Tr. 354)
4. In April of 2005, Gostomski, her husband and her two children, were seeking a rental unit. (Tr. 25) Gostomski's children were ages six and eight. (Tr. 29) Gostomski alleged that

Respondents denied her a rental unit because she has a family with children. (ALJ Exhibit I) Gostomski went to H.O.M.E. for assistance because she believed she had been a victim of discrimination. (Tr. 149-51)

5. H.O.M.E. is a civil rights organization that was founded in 1963. H.O.M.E.'s mission is to eliminate housing discrimination through outreach and education. (147-8) H.O.M.E. alleged injury to its 500 members because it diverted resources from its organization and mission in order to address Respondents' discriminatory acts towards Gostomski. (ALJ Exhibits I, II, III)

6. Respondents denied discriminating against Gostomski and H.O.M.E. (ALJ Exhibits IV, VIII) Respondents argue that Gostomski could not have been denied an apartment because one was not available. (Tr. 17-19) Respondents also deny telling Gostomski that they would not rent to her. (19-22) Respondents argue that prior to Gostomski's interest in the Sheridan apartment, Respondents had rented the apartment to the Andrettas, a family with a newborn child. (Respondents' Exhibits 7, 8; Tr. 215)

Gostomski Denied Rental

7. On April 11, 2005, Gostomski spoke with Hankinson by telephone, in response to Respondents' rental sign outside the Sheridan location. (Tr. 26-9) Gostomski made a 3:45pm appointment to meet with Hankinson on April 11, 2005. (Tr. Tr. 30) When Hankinson first saw Gostomski, Hankinson asked if the two children standing next to Gostomski would be living with her. (Tr. 32) Gostomski answered "yes." (Tr. 32) Hankinson replied, "I won't rent to you because they can fall off the balcony and you could sue me and own half my apartments." (Tr. 32)

Hankinson's Testimony

8. Hankinson admitted that he had rental signs outside all Sherwood properties at all times. (Tr. 406) Hankinson admitted that having rental signs ensured that people were always going to ask him about availability. (Tr. 408) Hankinson stated he received ten or more calls a day. (Tr. 407) Hankinson stated that he does not show an apartment unless he has an opening. (Tr. 409)

9. Hankinson admitted that he did not like to rent his third floor apartment to families with children. (Tr. 396-7) Hankinson admitted he told Gostomski, "...if the kids fell off that balcony you could sue me and you would own the building." (Tr. 362)

10. Hankinson boldly stated at hearing that "if there's not" a safety exception to the Human Rights Law, "I feel there should be." (Tr. 440)

11. Hankinson stated that he did not have any rentals to offer Gostomski for at least three weeks after he met her on April 11, 2005. (Tr. 432-33)

12. Hankinson's typewritten summary of the family compositions on Sherwood properties contained several errors. Accordingly, very little weight was given to that information. (Respondents' Exhibits 9, 10, 11; Tr. 433-44)

Raccuia Given An Appointment

13. Ilona Raccuia ("Raccuia") was a H.O.M.E. fair housing investigator. (Complainant's Exhibit 3) Raccuia was given the assignment to test the availability of an apartment at Respondents' Sheridan location, posing as a married woman with no children. (Complainant's Exhibit 3) During an April 17, 2007 telephone conversation, Hankinson gave Raccuia an appointment to meet with him after Hankinson asked Raccuia who would be living in the apartment. (Complainant's Exhibit 9)

14. On April 18, 2005, Raccuia met with Hankinson at the Sheridan location. Hankinson told Raccuia that he did not rent to families with children on the upper levels because Hankinson feared the children would fall off the balconies. (Complainant's Exhibit 9)

15. Hankinson admitted telling Raccuia that he would not allow any children in the upper floor, where an apartment was to become available, because of Hankinson's concern for noise. (Tr. 388)

16. Hankinson admitted that Raccuia gave him her phone number and that he kept it. (Tr. 415-16) On May 2, 2005, Hankinson called Raccuia and told her that an apartment was available. (Complainant's Exhibit 9)

Youngman Denied An Appointment

17. On April 12, 2005, Philip Youngman ("Youngman"), Gostomski's father, spoke with Hankinson by telephone in order to see an apartment. (Tr. 119) Hankinson specifically asked the ages of the children in Youngman's family. (Complainant's Exhibit 1) Youngman responded that the ages of the children were seven and nine years old. (Complainant's Exhibit 1) Hankinson told Youngman that he did not want to rent to people with children. (Complainant's Exhibit 1; Tr. 119) When Youngman asked Hankinson if he was discriminating, Hankinson responded that no apartments were available. (Complainant's Exhibit 1).

Nestico Denied An Appointment

18. Lisa Nestico ("Nestico) was a H.O.M.E. fair housing investigator. (Complainant's Exhibit 2) Nestico was given the assignment to test the availability of an apartment at Respondents' Sheridan location, posing as a married woman with a four year old child. (Complainant's Exhibit 2) During an April 14, 2007 telephone conversation, Hankinson denied Nestico an appointment after he asked her who would be living in the apartment.

(Complainant's Exhibit 2) Hankinson told Nestico that he had an "upper" apartment available but he did not "like to put kids up there because of the balcony." (Complainant's Exhibit 2)

Gostomski's Damages

19. Gostomski's rent at the Sheridan location would have been \$625 a month, including heat. After Gostomski was denied the rental at Sheridan in April 2005, she continued to live with her parents until May 2005, when she found an available rental unit. The new rental unit cost \$550 a month with an additional cost of \$150 a month for heat. (Tr. 36-7) Gostomski had an additional rental cost of \$75 a month from May 2005 until September 2007. The additional rental cost amounts to \$2,175.00

20. Gostomski's new rental unit placed her children outside of the Thomas Edison School District ("Edison") and made the children ineligible for school bus service. (Tr. 38) As a result, Gostomski drove her children to and from school, for a total of 10 miles a day. May 2005 until June 2005 contained approximately 35 school days. School years September 2005-June 2006 and September 2006-June 2007 had an approximate total of 20 months of school, with approximately 20 school days a month, for an additional 400 school days. September 2007 contained approximately 20 additional days of school. The total number of school days that Gostomski drove was 455. 455 days at 10 miles a day equals 4550 miles. Administrative notice is taken that the New York State mileage reimbursement rate is currently 48.5 cents a mile. 4550 miles at 48.5 cents a mile equals \$2206.75. (Tr. 37-41)

21. Gostomski was "upset" by Hankinson's conduct. (Tr. 44) Moving into the Sheridan location would have been convenient. (Tr. 44) Gostomski's children witnessed Hankinson's interaction with Gostomski. Gostomski's eight year old son "got very upset...cried" when

Hankinson refused to let them see the apartment. (Tr. 44) Gostomski's six year old son also "got upset...he threw a temper tantrum..." (Tr. 44)

H.O.M.E.'s Damages

22. Andrea Mujahid Moore ("Moore") is the Associate Director of H.O.M.E. (Tr. 147) Moore established that H.O.M.E. expended \$2,506 in the investigation of this matter. (Complainant's Exhibit 4; Tr. 169-74) Moore established that each H.O.M.E. tester was paid a \$45 stipend to appear at the Division's hearing. (Tr. 183) The amount of \$2,506 were monies that were diverted from H.O.M.E.'s mission of outreach and education.

OPINION AND DECISION

Disparate Treatment

It shall be an unlawful discriminatory practice for "the owner...assignee, or managing agent of, or other person having the right to...rent...a housing accommodation...to discriminate against any person...because of ...familial status in the terms, conditions or privileges of rental...or in the furnishing of facilities or services in connection therewith." Human Rights Law §296.5(a)(2)

It shall also be an unlawful discriminatory practice for "the owner...assignee, or managing agent of, or other person having the right to...rent...a housing accommodation...to make any inquiry in connection with the prospective...rental...which expresses, directly or indirectly, any limitation, specification or discrimination as to ...familial status, or any intent to make any such limitation specification or discrimination." Human Rights Law §296.5(a)(3)

In order to establish a prima facie case of unlawful discrimination a complainant must demonstrate that: (1) she was a member of a protected class; (2) she was qualified to rent the

facility; (3) she suffered an adverse housing action in the provision of services or facilities and (4) the adverse housing action occurred under circumstances giving rise to an inference of unlawful discrimination. *Duleavy v. Hilton Hall Apartments Co., LLC, et.al.*, 14 A.D.3d 479, 789 N.Y.S.2d 164 (2nd Dept. 2005).

If complainant establishes a prima facie case of housing discrimination, the burden shifts to respondent to produce evidence that the adverse housing decision resulted from a legitimate non-discriminatory reason. If respondent articulates a legitimate non-discriminatory reason for the adverse housing action, the burden again shifts to complainant. Complainant must show that a discriminatory reason more likely motivated respondent or that respondent's tendered explanation was unworthy of credence. Under the Human Rights Law, the burden of proving discrimination always remains with complainant. *Hirschmann v. Hassapoyannes*, 811 N.Y.S.2d 870 (Sup. Ct. 2005).

Gostomski established a prima facie case of unlawful discrimination.

First, Gostomski was a member of a protected class status. Gostomski had family with two children, ages six and eight. Second, Gostomski demonstrated that she was qualified to rent Respondents' apartment. Third, Gostomski suffered an adverse housing action. Gostomski sought and did not obtain a rental with Respondents. Fourth, Complainant demonstrated that Hankinson expressed concerns about renting to Gostomski because she had children. Hankinson's comments and concerns gave rise to an inference of unlawful discrimination.

Respondents articulated business reasons for its actions. Respondents argued that the rental unit Gostomski sought had already been rented to the Andrettas, a family with children. Respondents also stated that they did not have any other comparable rental unit that was available.

Gostomski demonstrated that Respondents' articulated business reasons were a pretext for unlawful discrimination.

Hankinson's claim of no rental availability rings hollow. Hankinson actively sought and screened potential applicants on an ongoing basis, in order to keep a low vacancy rate in Respondents' rental units. When Hankinson believed an apartment might become available, Hankinson immediately screened for applicants he found acceptable. Hankinson met with Gostomski on April 11, 2005, because Hankinson had an available rental unit or because Hankinson believed that one would soon become available. Hankinson was not aware that Gostomski had children until he saw them. Hankinson told Gostomski that her children could not live there because of safety concerns. Hankinson testified that he did not have any available rental units for at least three weeks after he met with Gostomski. However, Hankinson admitted meeting with Raccuia on April 18, 2005. Raccuia had a family with no children. Hankinson kept Raccuia's contact information and eventually offered Raccuia an apartment. Hankinson did not bother to ask for the contact information of any of the three rental applicants of families with children: Gostomski, Youngman, and Nestico.

Rental availability is not the only issue in this matter. Respondents argued that no violation of the Human Rights Law took place because allegedly there were no apartments available. This is a specious argument. It is also a clear violation of the Human Rights Law to place limitations and specifications on rental applicants because they have families with children. Hankinson had an unlawful screening practice in place. Hankinson considered his prejudices about noise, safety, and ages of the children, to determine which rental units were available to families with children. Hankinson did not want children living in specific apartments because of noise concerns. Hankinson screened for the ages of children that he perceived could potentially

be injured by playing in his upper level apartments with a balcony. Gostomski's children were ages six and eight when Hankinson saw them. On the other hand, the Andrettas, who rented an upper level apartment with a balcony, had a newborn child. A newborn did not present the same alleged safety problems for Hankinson as a six and eight year old. Placing specifications on rental units, such as the ages of children, violates the familial status provisions of Human Rights Law. *N.Y. State Div. of Human Rights (Moynihan)*, 115 A.D.3d 897, 789 N.Y.S.2d 367 (4th Dept. 2005)

Gostomski's Damages

The Human Rights Law attempts to restore a complainant to a situation comparable to the one she would have occupied, had no unlawful discrimination occurred. Gostomski is entitled to damages for her economic loss, and for the emotional distress and humiliation caused by Respondents' discriminatory treatment. H.O.M.E. is also entitled to damages for economic loss caused by Respondent's discriminatory treatment. Human Rights Law §297.4(c)

Gostomski is entitled to a total of \$4,381.75 for economic loss. Gostomski spent an additional \$2,175 for rental costs, if Respondents had not discriminated, for the period of May 2005 to September 2007. Gostomski also spent an additional \$2,206.75 for school transportation costs for her children.

Gostomski credibly testified to her reaction, and the reaction of her two children, to Respondents' discriminatory conduct. Hankinson's denial of a rental unit made Gostomski feel "upset." Gostomski's children witnessed Hankinson's interaction with her. Gostomski's eight year old son "got very upset...cried" when Hankinson refused to let them see the apartment. Gostomski's six year old son also "got upset" and "threw a temper tantrum."

Given the degree and the length of time that Gostomski endured suffering and humiliation, an award of \$8,000 for emotional distress is appropriate. Each child is also awarded \$2,000 a piece (\$4,000 total for children). Both children expressed a particularly strong, intense, negative reaction, to witnessing Hankinson's interaction with their mother. This award is reasonably related to Respondents' discriminatory conduct and will effectuate the purposes of the Human Rights Law of making Gostomski whole, as well as each of her two children.

Hankinson's callous act, of unlawfully denying Gostomski a rental unit in front of her children, was particularly outrageous. Section 297 (4)(c)(iv) of the Human Rights law permits the Division to award punitive damages up to \$10,000 in cases of housing discrimination. In light of the Division's broad mandate to full "[t]he extremely strong statutory policy of eliminating discrimination," a punitive award of \$4,000 for Gostomski, will serve to effectuate the purposes of the Human Rights Law. *State Division of Human Rights v. Gruzdaitis et. al.*, 265 A.D.2d 904; 696 N.Y.S.2d 330 (4th Dept. 1999)

H.O.M.E.'s Damages

H.O.M.E. is a civil rights housing organization whose primary focus is the education of the public through outreach. H.O.M.E.'s membership of 500 was injured when H.O.M.E. diverted resources from its organization and mission in order to address Respondents' discriminatory acts. H.O.M.E. credibly established that H.O.M.E. expended \$2,506 in the investigation of this matter. In addition, each of H.O.M.E.'s two testers was paid a \$45 stipend to appear at the Division's hearing, for a total of \$90.

H.O.M.E. is also entitled to punitive damages. Respondents in this matter were particularly insidious in their practice of unlawful discrimination. Respondents engaged in the kind of discrimination that the Court of Appeals described as "rarely so obvious or its practices

so overt that recognition of it is instant and conclusive. It is accomplished usually by devious and subtle means.” *300 Gramatan Ave. Assoc. v. State Div. of Human Rights*, 45 N.Y.2d 176, 408 N.Y.S.2d 54 (1978) Hankinson unabashedly subjected two of H.O.M.E.'s testers to unlawful discriminatory conduct during H.O.M.E.'s attempts to expose Hankinson's offending behavior. In this case, a punitive award of \$8,000 for H.O.M.E. will serve to effectuate the purposes of the Human Rights Law.

Civil Fines and Penalties

Section 297 (4)(c)(vi) of the Human Rights law permits the Division to assess civil fines and penalties, in cases of housing discrimination only, “in an amount not to exceed fifty thousand dollars, to be paid to the state by a respondent found to have committed an unlawful discriminatory act, or not to exceed one hundred thousand dollars to be paid to the state by a respondent found to have committed an unlawful discriminatory act which is found to be willful, wanton or malicious.”

There are several factors that determine if civil fines and penalties are appropriate: the nature and circumstances of the violation; whether respondent had previously been adjudged to have committed unlawful housing discrimination; respondent's financial resources; the degree of respondent's culpability, and the goal deterrence. A penalty of \$8,000 is appropriate in this matter given the nature of the violations and the goal of deterrence. *119-121 East 97th Street Corp, et. al., v. New York City Commission on Human Rights, et. al.*, 220 A.D.2d 79; 642 N.Y.S.2d 638 (1st Dept.1996)

The Human Rights Law allows families with children an equal opportunity to obtain housing accommodations without the burdens of prejudice. In this case, Hankinson blatantly disregarded the Human Rights Law. Hankinson boldly stated at hearing that “if there's not” a

safety exception to the Human Rights Law, “I feel there should be.” Hankinson blatantly stated he did not like renting certain apartments to families with children. Hankinson conveniently hid his discriminatory actions behind safety concerns, noise concerns, and gratuitous “fatherly” advice. Hankinson engaged in a persistent and relentless pattern of placing unlawful limitations on families with children. Hankinson did not consider the application of at least three families with children. Ultimately, all of Hankinson's actions served the same unlawful discriminatory purpose of denying all families with children equal access to rental units.

ORDER

On the basis of the foregoing Findings of Fact, Opinion and Decision, and pursuant to the provisions of the Human Rights Law and the Division’s Rules of Practice, it is hereby

ORDERED, that that Respondent, its agents, representatives, employees, successors, and assigns, shall cease and desist from discriminating against any tenants or rental applicants, in the terms and conditions of housing; and it is further

ORDERED, that Respondent, its agents, representatives, employees, successors and assigns shall take the following affirmative action to effectuate the purposes of the Human Rights Law:

1. Within sixty days of the date of the Commissioner’s Final Order, Respondents shall pay Gostomski the gross sum of \$4,381.75, as economic damages. Interest shall accrue on this award at the rate of nine per cent per annum, starting from July 2006, until payment is actually made by Respondents. July 2006 is a reasonable intermediate date between the start of the accrual period of May 2005 and the end of the accrual period of September 2007.
2. Within sixty days of the date of the Commissioner’s Final Order, Respondents shall pay

Gostomski the gross sum of \$8,000 as compensatory damages for mental anguish and humiliation she suffered as a result of Respondents' unlawful discrimination against her. Interest shall accrue on this award at the rate of nine percent per annum, from the date of the Commissioner's Final Order until payment is actually made by Respondents.

3. Within sixty days of the date of the Commissioner's Final Order, Respondents shall pay Gostomski, on behalf of her two minor children, the gross sum of \$4,000 as compensatory damages for mental anguish and humiliation her two children suffered as a result of Respondents' unlawful discrimination against them. Interest shall accrue on this award at the rate of nine percent per annum, from the date of the Commissioner's Final Order until payment is actually made by Respondents.

4. Within sixty days of the date of the Commissioner's Final Order, Respondents shall pay Gostomski the gross sum of \$4,000 as punitive damages for Respondents' unlawful discrimination against her. Interest shall accrue on this award at the rate of nine percent per annum, from the date of the Commissioner's Final Order until payment is actually made by Respondents.

5. The payments shall be made by Respondents in the form of certified checks, made payable to the order of Carol A. Gostomski, and delivered by certified mail, return receipt requested, to Caroline Downey, General Counsel of the Division, One Fordham Plaza, 4th Floor, Bronx, New York 10458.

6. Within sixty days of the date of the Commissioner's Final Order, Respondents shall pay to H.O.M.E. the gross sum of \$2,596 as damages for economic damages. Interest shall accrue on this award at the rate of nine per cent per annum, starting from May 2006, until payment is

actually made by Respondents. May 2006 is a reasonable intermediate between the start of the accrual period of April 2005 and the end of the accrual period of June 2007.

7. Within sixty days of the date of the Commissioner's Final Order, Respondents shall pay H.O.M.E. the sum of \$8,000 as punitive damages for Respondents' unlawful discrimination. Interest shall accrue on this award at the rate of nine percent per annum, from the date of the Commissioner's Final Order until payment is actually made by Respondents.

8. The payments shall be made by Respondents in the form of certified checks, made payable to the order of Housing Opportunities Made Equal, Inc., and delivered by certified mail, return receipt requested, to Caroline Downey, General Counsel of the Division, One Fordham Plaza, 4th Floor, Bronx, New York 10458.

9. Within sixty days of the date of the Commissioner's Final Order, Respondents shall pay to the New York State Office of the State Comptroller the sum of \$8,000 as a civil fine and penalty for Respondents' unlawful discrimination. Interest shall accrue on this award at the rate of nine percent per annum, from the date of the Commissioner's Final Order until payment is actually made by Respondents.

10. The payment of the civil fine and penalty shall be made by Respondents in the form of a certified check, made payable to the order of the New York State Office of the State Comptroller and delivered by certified mail, return receipt requested, to 110 State Street, Albany, New York 12244. A copy of the certified check shall be delivered by certified mail, return receipt requested, to Caroline Downey, General Counsel of the Division, One Fordham Plaza, 4th Floor, Bronx, New York 10458.

11. Within sixty days of the Final Order, Respondents shall establish policies regarding the prevention of unlawful discrimination. These policies shall include the formalization of a

reporting mechanism for all rental applicants, and tenants, in the event of discriminatory behavior or treatment; development and implementation of a training program in the prevention of unlawful discrimination in accordance with the Human Rights Law. Training shall be provided to all employees. A copy of the policy shall be provided to Caroline Downey, General Counsel of the New York State Division of Human Rights, at One Fordham Plaza, 4th Floor, Bronx, New York 10458.

12. Respondents shall cooperate with the representatives of the Division during any investigation into compliance with the directives contained in this Order.

DATED: September 20, 2007
Buffalo, New York

A handwritten signature in black ink that reads "Martin Erazo, Jr." in a cursive script.

Martin Erazo, Jr.
Administrative Law Judge