



**Division of
Human Rights**

**NEW YORK STATE
DIVISION OF HUMAN RIGHTS**

**NEW YORK STATE DIVISION
OF HUMAN RIGHTS**

on the Complaint of

**NEW YORK STATE, DIVISION OF HUMAN
RIGHTS,**

Complainant,

v.

**NEW IMAGE REALITY CORPORATION, MARK
ABRAMSON, LEIGH KOCH, NGUYEN KOCH,
RUKHSANA MIR, NATALIE NGUYEN,**

Respondents.

**NOTICE AND
FINAL ORDER**

Case No. 10212468

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 December 6, 2024, by Robert M. Vespoli, 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.

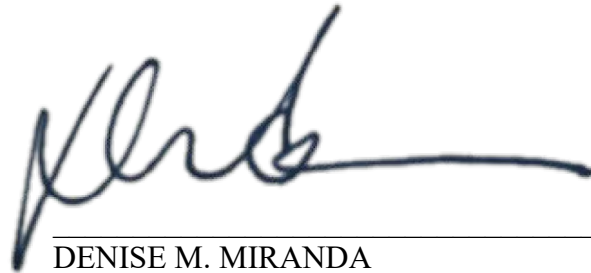
PLEASE BE ADVISED THAT, UPON REVIEW, THE RECOMMENDED ORDER IS HEREBY ADOPTED AND ISSUED BY THE HONORABLE DENISE M. MIRANDA, ESQ., ACTING COMMISSIONER, AS THE FINAL ORDER OF THE NEW YORK STATE DIVISION OF HUMAN RIGHTS (“ORDER”). In accordance with the Division's Rules of Practice, a copy of this Order has been filed in the offices maintained by the

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

ADOPTED, ISSUED, AND ORDERED.

DATED: February 26, 2025
Bronx, NY

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DENISE M. MIRANDA
ACTING COMMISSIONER



**Division of
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Complainant,

v.

**NEW IMAGE REALITY CORPORATION,
MARK ABRAMSON, LEIGH KOCH,
NGUYEN KOCH, RUKHSANA MIR,
NATALIE NGUYEN,**

Respondents.

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

Case No. **10212468**

SUMMARY

Complainant alleged that Respondents engaged in unlawful discrimination based on race, color, and lawful source of income in the prospective rental of a housing accommodation. The case against Respondents Rukhsana Mir and Natalie Nguyen, also known as Nguyen Koch and Natalie Koch, is dismissed. The case against Respondents New Image Reality Corporation, Mark Abramson, and Leigh Koch is sustained, and civil fines and penalties are assessed against these Respondents.

PROCEEDINGS IN THE CASE

On June 28, 2021, Complainant filed a 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 unlawful discriminatory practices. The Division thereupon referred the case to public hearing.

After due notice, the case came on for hearing before Robert M. Vespoli, an Administrative Law Judge (“ALJ”) of the Division. Virtual public hearing sessions were held on October 30, 2023, October 31, 2023, and February 13, 2024.

Complainant and Respondents appeared at the hearing. The Division was represented by Pasquale Sommella, Esq., Senior Attorney. Respondents New Image Reality Corporation and Rukhsana Mir were represented by Amy Wang, Esq., at the October 30, 2023, and October 31, 2023, hearing sessions. James J. Franzetti, Esq., subsequently replaced Amy Wang, Esq., as attorney for Respondents New Image Reality Corporation and Rukhsana Mir and appeared at the February 13, 2024, hearing session. Respondents Leigh Koch, Nguyen Koch, and Natalie Nguyen were represented by Warren S. Dank, Esq. Respondent Mark Abramson appeared pro se.

Permission to file post-hearing briefs was granted. Respondents timely filed post-hearing briefs, which were considered and, where appropriate, adopted.

FINDINGS OF FACT

1. Complainant is the Division, an enforcement agency of the Executive Department of the State of New York. (ALJ's Exh. 1)
2. The Melillo Center ("Melillo") is a not-for-profit agency that, *inter alia*, offers housing subsidies for its clients to obtain housing. (Tr. 16-17, 36, 208; Complainant's Exh. 2)
3. During the time relevant to the complaint, Laura Lasala ("Lasala"), who is Caucasian, worked for Melillo as an independent living program coordinator. (Tr. 16, 25)
4. Respondent New Image Realty Corporation ("New Image") operates as a real estate brokerage firm that primarily handles property rentals. (Tr. 525-26)
5. Respondent Rukhsana Mir ("Mir") is a real estate broker; she is the president and owner of Respondent New Image. (Tr. 296, 525, 531)
6. Beginning in or about 2009 and continuing through the dates of the hearing, Respondent Mark Abramson ("Abramson") worked as a real estate agent on behalf of Respondent New Image and was paid by Respondent New Image as an independent contractor. (Tr. 91-93, 150, 296-300, 326-27, 526)
7. Respondent New Image holds Respondent Abramson's real estate license. (Tr. 91-93, 326-28, 536-37)
8. Respondent Abramson is Caucasian. (Tr. 100)
9. Respondent Natalie Nguyen ("Nguyen") is also known as Nguyen Koch and Natalie Koch. (Tr. 6, 99, 357, 427-28, 461)
10. Respondent Nguyen is married to Respondent Leigh Koch ("Koch"). (Tr. 427-28)
11. In 2004, Respondents Nguyen and Koch purchased the property known as 2341 Alexander Place, Oceanside, New York ("Premises"). (Tr. 375, 460-61)

12. The Premises is a two-family home with one apartment on the first floor and another apartment on the second floor. (Tr. 375-78)

13. After they purchased the Premises, Respondents Koch and Nguyen resided in the first-floor apartment and rented the second-floor apartment. (Tr. 376-78)

14. The second-floor apartment has three bedrooms. (Tr. 22, 99, 156)

15. Sometime between 2007 and 2010, Respondents Koch and Nguyen moved out of the Premises and began renting the apartments on both the first and second floor of the Premises. (Tr. 378-79)

16. When one of the apartments at the Premises needed to be rented, Respondent Abramson acted as the exclusive listing agent on behalf of Respondent New Image. (Tr. 98-99, 380-81, 384-85, 390, 463, 483)

17. In the fall of 2019, the second-floor apartment of the Premises (“subject apartment”) became available for rent. (Tr. 396-400)

18. On October 24, 2019, Lasala sent an email to Respondent Abramson containing a brief description of the Melillo housing program. (Complainant’s Exh. 4)

19. In or about November 2019, Lasala informed Respondent Abramson that she was looking for a three-bedroom apartment for Melillo clients. (Tr. 17-22, 97)

20. Respondent Abramson believed the subject apartment was a good fit for Melillo’s resources and needs. (Tr. 99, 156)

21. In November 2019, Respondent Abramson contacted Lasala and told her that the subject apartment was available for rent. (Tr. 22, 99)

22. Before Respondent Abramson suggested the subject apartment to Lasala, he was aware that Melillo would be providing a housing subsidy. (Tr. 156)

23. On November 8, 2019, Lasala sent Respondent Abramson an executed rental application for the subject apartment. In the section of the application asking for the identity of the prospective occupants of the subject apartment, Lasala provided only the initials of the three Melillo clients who would be occupying the subject apartment. (Tr. 27-28; Complainant's Exhs. 1, 4)

24. On November 13, 2019, Respondent Abramson met Lasala at the subject apartment, so he could show it to her. That day, Lasala was accompanied by a co-worker, Erica Cartieri ("Cartieri"), who is Caucasian. (Tr. 23, 25, 100; Complainant's Exhs. 4, 7)

25. While Respondent Abramson was showing the apartment to Lasala and Cartieri, he asked whether the prospective occupants were employed. (Tr. 25, 77; Complainant's Exh. 4)

26. At the end of the November 13, 2019, showing, Respondent Abramson pointed to his hand and asked Lasala whether the prospective occupants are "like us." (Tr. 25-26, 100-01, 105-06; Complainant's Exhs. 4, 7)

27. Lasala told Respondent Abramson that he is not allowed to ask such questions. (Tr. 25, 160; Complainant's Exhs. 4, 7)

28. Lasala did not tell Respondent Abramson the races of the prospective occupants. (Tr. 160)

29. At the end of the November 13, 2019, showing, Respondent Abramson asked Lasala for a brief description of the Melillo program. (Tr. 36, 106; Complainant's Exh. 4)

30. After viewing the subject apartment, Lasala thought it was a "good fit" for the Melillo clients because it had a good layout, it was "close to local amenities," and the rent was within the range the program could pay. (Tr. 24)

31. On November 13, 2019, after the showing, Lasala sent a letter via email to Respondent Abramson containing a description of the Melillo program. In this November 13 letter, Lasala stated that Melillo offers housing subsidies for individuals to live independently in the community. In this letter, Lasala also stated that the lease would be in Melillo's name and that Melillo would be paying the full rent and utilities. (Tr. 36-37, 106-07; Complainant's Exhs. 2, 4)

32. On November 14, 2019, at 11:17 a.m., Respondent Abramson sent Lasala's November 13, 2019, letter to Respondent Koch via email. (Tr. 106-12; Complainant's Exhs 2, 5)

33. On November 14, 2019, at 11:18 a.m., Respondent Abramson sent a text message to Respondent Koch stating, "[p]lease check your email." (Tr. 447; Respondents' Exh. 6)

34. On November 14, 2019, at 11:20 a.m., Respondent Koch called Respondent Abramson on his cell phone, and they had a discussion. (Tr. 113-15, 159, 162-70, 177; Complainant's Exh. 6)

35. After November 14, 2019, there is no record of any further communication between Respondent Abramson and Respondent Koch about pursuing Melillo for the rental of the subject apartment. (Tr. 171, 420, 451; Respondents' Exh. 6)

36. On November 15, 2019, Lasala sent an email to Respondent Abramson to see whether the landlord was interested in moving forward with Melillo for the rental of the subject apartment. (Tr. 39-40; Complainant's Exhs. 3, 4)

37. On November 15, 2019, Respondent Abramson replied via email and stated, "No, the landlord is not accepting your program." (Tr. 40, 118; Complainant's Exhs. 3, 4)

38. Shortly thereafter, Lasala contacted New York State's hotline to complain about what she believed were discriminatory acts that occurred when Melillo sought to rent the subject apartment. (Tr. 52-56, 206-08; Complainant's Exh. 4)

39. I credit Respondent Abramson's testimony that when Respondent Koch called him on November 14, 2019, moments after he sent Lasala's November 13, 2019, letter to Respondent Koch, Respondent Koch told him not to go forward with the Melillo rental because Melillo is a program that provides a subsidy to pay the rent for the apartment occupants. This was the sole reason for rejecting Melillo for the rental of the subject apartment. (Tr. 110-16, 143, 166-69, 177-78; Complainant's Exhs. 2, 5, 6)

40. At the hearing, Respondent Abramson acknowledged that during the November 13, 2019, showing, he pointed to his hand and asked whether the prospective occupants are "like us," even though he knew it was unlawful to do so. Respondent Abramson acknowledged this "mistake," expressed regret for this misconduct, and accepted responsibility for it. (Tr. 100-01, 104-06, 143)

41. At the hearing, Respondent Abramson also acknowledged that he acted on Respondent Koch's instructions and denied rental of the subject apartment to Melillo based on the source of income of the potential occupants. Although Respondent Abramson did not know at the time of the incident that source of income discrimination was unlawful, he knew it was unlawful at the time of the hearing when he acknowledged responsibility for his actions. (Tr. 119-21, 143-45, 166)

42. Respondent Abramson had a financial incentive to lease the subject apartment, so he could collect his commission. (Tr. 146, 157, 518)

43. I credit Respondent Abramson's testimony that neither Respondent Koch nor Respondent Nguyen told him that they were looking for tenants of a particular race for the subject apartment. (Tr. 104, 149, 160)

44. Over the years that they rented the Premises, Respondents Koch and Nguyen rented through Respondent Abramson to tenants from a diverse racial background. (Tr. 382-91, 483)

45. I do not credit Respondent Koch's self-serving, implausible testimony that he did not know anything about Melillo or Lasala's November 13, 2019, description letter until he was questioned by a Division investigator in February 2020. At the hearing, Respondent Koch acknowledged that he called Respondent Abramson on November 14, 2019, at 11:20 a.m., but he could not recall what they discussed. (Tr. 465-69, 472, 475-76, 487-501)

46. After November 14, 2019, The next recorded communication between Respondent Abramson and Respondent Koch about a prospective tenant for the subject apartment occurred on November 21, 2019. (Tr. 419-20; Respondents' Exh. 6)

47. Respondent Abramson brought several other prospective tenants to Respondent Koch, but they were either unsuitable or withdrew their interest in the subject apartment. (Tr. 419-25, 450-59; Respondents' Exh. 6)

48. On December 7, 2019, the subject apartment was finally rented to a gainfully employed Caucasian couple who were procured by Respondent Abramson. (Tr. 120, 458, 487, 541; Respondents' Exh. 6)

49. Respondent Abramson did not consult with Respondent Mir regarding the rental of the subject apartment. (Tr. 322)

50. During the time relevant to the complaint, Respondents Koch and Nguyen did not have any interaction with Respondent Mir. (Tr. 322, 463, 506-07)

51. In 2020, Respondents Koch and Nguyen sold the Premises. (Tr. 460, 483)

OPINION AND DECISION

Acting in its role as an enforcement agency, the Division is empowered, upon its own motion, to initiate investigations and file complaints alleging violations of the Human Rights Law. N.Y. Exec. Law, art. 15 (“Human Rights Law”) § 295.6(b). The Division alleged that Respondents violated the Human Rights Law by refusing to rent the subject apartment to Melillo based on lawful source of income.

It is unlawful for any real estate broker, real estate salesperson, or employee or agent thereof to refuse to rent, lease, or negotiate for the rental or lease of any housing accommodation to any person or group of persons based on lawful source of income. Human Rights Law § 296.5(c)(1).

It is unlawful for an owner of a housing accommodation or any agent or employee thereof to refuse to rent, lease or otherwise deny to or withhold from any person or group of persons such housing accommodation based on lawful source of income. Human Rights Law § 296.5(a)(1).

The Human Rights Law provides substantially equivalent rights, procedures, and remedies as the federal Fair Housing Act (“FHA”). Thus, because the two statutes are analogous, housing claims under the Human Rights Law can be interpreted by looking to federal precedent. *See McGrath v. Toys “R” Us, Inc.*, 3 N.Y.3d 421, 429, 788 N.Y.S.2d 281, 284 (2004). Where there is direct evidence of unlawful discrimination, there is no need to apply the burden shifting analysis set forth in *McDonnell Douglas Corp. v. Green*, 411 U.S. 792 (1973). *Trans World Airlines, Inc. v. Thurston*, 469 U.S. 111, 121 (1985).

The direct evidence shows that Respondent Abramson, Respondent New Image, and

Respondent Koch violated the Human Rights Law by refusing to rent the subject apartment to Melillo based on lawful source of income. Respondent Abramson acknowledged that based on the instructions given to him by Respondent Koch, source of income was the sole reason for rejecting Melillo for the rental of the subject apartment. I credit Respondent Abramson's testimony on this issue. Respondent Abramson proffered this testimony even though it would likely expose him to liability in this case and have an adverse impact on his real estate license. Respondent Abramson had a financial incentive to lease the subject apartment to Melillo, collect his commission, and move on to the next deal. Respondent Abramson's testimony was consistent on this issue and plausible in light of the facts of the case, particularly the timing of the events in issue. Before Respondent Abramson suggested the subject apartment to Lasala, he was aware that Melillo would be providing a housing subsidy. After viewing the subject apartment on November 13, 2019, Lasala thought it was a good fit for the Melillo clients based on its layout, location, and affordability. Lasala communicated her interest to Respondent Abramson and provided the November 13, 2019, letter containing a description of the Melillo program. On November 14, 2019, at 11:17 a.m., Respondent Abramson sent Lasala's November 13, 2019, letter to Respondent Koch via email. One minute later, Respondent Abramson sent a text message to Respondent Koch telling him to check his email. Two minutes after that, Respondent Koch called Respondent Abramson on his cell phone, and they had a discussion. After that telephone discussion, there is no further discussion between Respondent Abramson and Respondent Koch about pursuing Melillo for the rental, despite this prospective tenant's apparent interest in moving forward. The record does not show that there was another qualified rental applicant available at that time. Respondent Koch's testimony that he did not know anything about Melillo in November 2019 and that he could not recall the subject matter of his

November 14, 2019, telephone discussion with Respondent Abramson is self-serving, implausible, and cannot be credited.

Respondent Abramson also violated Human Rights Law § 296.5(c)(2), which states that it is unlawful for any real estate broker or salesperson to circulate any statement or to make any inquiry in connection with the prospective rental or lease of any housing accommodation which expresses, directly or indirectly, any limitation, specification, or discrimination as to race or color. Respondent Abramson acknowledged that during the November 13, 2019, showing, he pointed to his hand and asked Lasala whether the prospective occupants are “like us,” even though he knew it was unlawful to do so.

Pursuant to Human Rights Law § 297, the Division may assess civil fines and penalties against a respondent found to have committed an unlawful discriminatory practice. The factors that determine the appropriate amount of a civil fine and penalty are the goal of deterrence, the nature and circumstances of the violation, the degree of the respondent’s culpability, any relevant history of the respondent’s actions, the respondent’s financial resources, and other matters as justice may require. *Gostomski v. Sherwood Terrace Apartments*, DHR Case Nos. 10107538 and 10107540 (November 15, 2007), *confirmed*, *Sherwood Terrace Apartments v. New York State Div. of Human Rights*, 61 A.D.3d 1333, 877 N.Y.S.2d 595 (4th Dept. 2009).

Civil fines and penalties may be assessed up to \$50,000.00 against a respondent found to have committed an unlawful discriminatory act. If the act is willful, wanton, or malicious, the fines and penalties may be as high as \$100,000.00. Human Rights Law § 297.4(c)(vi).

Respondent Koch is directly liable for his discriminatory conduct because he instructed Respondent Abramson to reject Melillo for the rental of the subject apartment based on source of income. Respondent Koch’s deliberate unlawful discriminatory conduct directly set in motion

the events that led to Melillo's rejection, and he has failed to take any responsibility for his actions. There is nothing in the record showing that Respondent Koch was adjudged to have committed any previous, similar violation of the Human Rights Law or that he is incapable of paying a penalty. To vindicate the public interest and deter future violations of the Human Rights Law, a civil fine and penalty of \$10,000.00 is assessed against this Respondent. *See Gittens v. Singh*, DHR Case No. 10170850 (February 4, 2016), *confirmed*, *Singh v. New York State Div. of Human Rights*, 186 A.D.3d 1694, 132 N.Y.S.3d 42 (2d Dept. 2020) (\$10,000.00 civil fine and penalty).

Respondent Abramson is a real estate salesperson who is directly liable for his own unlawful actions. Respondent Abramson directly informed Melillo about the landlord's refusal to rent the subject apartment to them and made an unlawful inquiry about race and color, even though he knew it was unlawful to do so. These actions are unacceptable. Respondent Abramson should have known all of his professional responsibilities as a real estate salesperson and acted accordingly. Nevertheless, Respondent Abramson has shown a tangible acceptance of responsibility for his actions, and his candor has assisted the Division in the prosecution of this case. There is nothing in the record showing that Respondent Abramson was adjudged to have committed any previous, similar violation of the Human Rights Law or that he is incapable of paying a penalty. To vindicate the public interest and deter future violations of the Human Rights Law, a civil fine and penalty of \$4,000.00 is assessed against this Respondent.

Respondent Abramson was an agent acting on behalf of the listing broker, Respondent New Image. Under the Human Rights Law, traditional principles of vicarious liability apply. *See Meyer v. Holley*, 537 U.S. 280, 285 (2003) (holding that the FHA provides for traditional vicarious liability rules that make principals or employers vicariously liable for acts of their

agents or employees in the scope of their authority or employment.) (citations omitted). Based on the facts of this case, Respondent New Image is vicariously liable for the discriminatory acts of its agent, Respondent Abramson. *See A-1 Realty Corp. v. State Div. of Human Rights*, 35 A.D.2d 843, 844, 318 N.Y.S.2d 120, 121 (2d Dept. 1970) (holding that under the doctrine of respondeat superior, a real estate corporation was vicariously liable for the discriminatory acts of its real estate salesperson regardless of whether the salesperson was acting as an employee or independent contractor). The record does not show that this Respondent had any direct knowledge or involvement in the actions of Respondent Abramson. There is nothing in the record showing that Respondent New Image was adjudged to have committed any previous, similar violations of the Human Rights Law or that it is incapable of paying a penalty. To vindicate the public interest and deter future violations of the Human Rights Law, a civil fine and penalty of \$2,500.00 is assessed against this Respondent.

Respondent Mir is the president and owner of Respondent New Image. As such, Respondent Mir is not subject to vicarious liability for acts committed by Respondent Abramson. *See Meyer* at 286 (“in the absence of special circumstances it is the corporation, not its owner or officer, who is the principal or employer, and thus subject to vicarious liability for torts committed by its employees or agents.”). The record does not show that Respondent Mir directly participated in any discriminatory acts or that she knowingly condoned them. Accordingly, the case against Respondent Mir is dismissed.

The record does not establish that Respondent Nguyen interacted with Respondent Abramson regarding Melillo’s attempts to rent the subject apartment. Moreover, the record does not show that Respondent Nguyen played any role in the discriminatory acts or that she knowingly condoned them. Accordingly, the case against Respondent Nguyen is dismissed.

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 the instant complaint against Respondents Rukhsana Mir and Natalie Nguyen, also known as Nguyen Koch, is dismissed; and it is further

ORDERED, that Respondents Leigh Koch, Mark Abramson, and New Image Reality Corporation, and their agents, representatives, employees, successors, and assigns shall cease and desist from discriminatory practices in housing; and it is further

ORDERED, that Respondents Leigh Koch, Mark Abramson, and New Image Reality Corporation, and their agents, representatives, employees, successors, and assigns shall take the following affirmative action to effectuate the purposes of the Human Rights Law and the findings and conclusions of this Order:

1. Within sixty (60) days of the date of the Commissioner's Order, Respondent Leigh Koch shall pay to the State of New York \$10,000.00 as a civil fine and penalty for his violation of the Human Rights Law. Interest shall accrue on this award at the rate of nine percent per annum, from the date of the Commissioner's Order until payment is made by this Respondent.
2. Within sixty (60) days of the date of the Commissioner's Order, Respondent Mark Abramson shall pay to the State of New York \$4,000.00 as a civil fine and penalty for his violation of the Human Rights Law. Interest shall accrue on this award at the rate of nine percent per annum, from the date of the Commissioner's Order until payment is made by this Respondent.

3. Within sixty (60) days of the date of the Commissioner's Order, Respondent New Image Reality Corporation shall pay to the State of New York \$2,500.00 as a civil fine and penalty for its violation of the Human Rights Law. Interest shall accrue on this award at the rate of nine percent per annum, from the date of the Commissioner's Order until payment is made by this Respondent.

4. The aforesaid payments shall be made by the aforesaid Respondents in the form of certified checks payable to the order of the State of New York and delivered by certified mail, return receipt requested, to General Counsel, New York State Division of Human Rights, One Fordham Plaza, 4th Floor, Bronx, New York 10458.

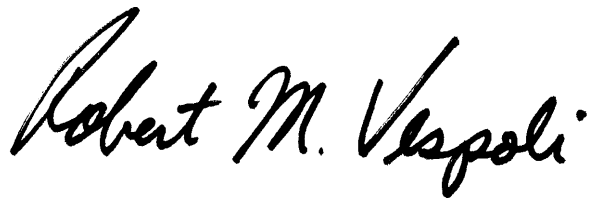
5. Within sixty (60) days of the date of the Commissioner's Order, Respondent New Image Reality Corporation shall provide fair housing training and anti-discrimination training to all of its employees, real estate agents, real estate brokers, and real estate salespeople, including Respondent Mark Abramson, in the requirements of the Human Rights Law. Simultaneously, Respondent New Image Reality Corporation shall provide proof of said training to General Counsel, New York State Division of Human Rights, One Fordham Plaza, 4th Floor, Bronx, New York 10458.

6. Within sixty (60) days of the date of the Commissioner's Order, Respondent New Image Reality Corporation shall develop: (1) a non-discrimination policy that requires Respondent New Image Reality Corporation's employees, real estate agents, real estate brokers, and real estate salespeople, including Respondent Mark Abramson, to comply with the Human Rights Law; (2) and a source of income non-discrimination policy. Respondent New Image Reality Corporation must distribute said policies to all of its employees, real estate agents, real estate brokers, and real estate salespeople, including

Respondent Mark Abramson. Respondent New Image Reality Corporation will require all of its employees, real estate agents, real estate brokers, and real estate salespeople, including Respondent Mark Abramson, to read and sign a copy of the non-discrimination and source of income policies. Simultaneously, Respondent New Image Reality Corporation shall provide proof of compliance with this paragraph to General Counsel, New York State Division of Human Rights, One Fordham Plaza, 4th Floor, Bronx, New York 10458.

7. Respondents shall cooperate with representatives of the Division during any investigation into compliance with the directives herein contained.

DATED: November 26, 2024
Hauppauge, New York

A handwritten signature in black ink that reads "Robert M. Vespoli". The signature is written in a cursive, flowing style.

Robert M. Vespoli
Administrative Law Judge