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US DISTRICT COURT E.D.N.Y.

★ JUL 05 2011 ★

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

BROOKLYN OFFICE

UNITED STATES OF AMERICA,

Plaintiff,

-against-

4 ANCHORAGE LANE OWNERS, INC. and
TOTAL COMMUNITY MANAGEMENT CORP.,

Defendants.

Civil Action No.

11-03209

STIPULATION OF SETTLEMENT AND ORDER

Whereas, the United States of America (the "United States") initiated this action by filing a Complaint on July 5, 2011, on behalf of complainant Herbert Zayer ("Zayer" or "Complainant"), pursuant to the Fair Housing Act, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601, *et seq.* (the "Act"), alleging that defendants 4 Anchorage Lane Owners, Inc. and Total Community Management Corp. (collectively, "defendants") engaged in discrimination against Zayer in the provision of services or facilities in connection with a dwelling because of his disability; and

Whereas, in the Complaint, the United States alleges that defendants discriminated against Mr. Zayer by refusing to assign for his sole use the handicapped-accessible parking space closest to his dwelling; and

Whereas, in the Complaint, the United States seeks both injunctive relief against defendants and monetary damages on behalf of Mr. Zayer; and

Whereas, the United States has notified Zayer that its interests and his interests have diverged with respect to the remedies being sought herein and, therefore, the United States will no longer pursue a claim on his behalf; and

Whereas, defendants do not admit to the allegations in the Complaint, do not admit any wrongdoing or liability, and maintain that they complied with their obligations under the Act; and

Whereas, defendants and the United States wish to avoid costly and protracted litigation and agree to resolve the United States's participation in this action without further litigation;

IT IS THEREFORE STIPULATED and agreed, by and between plaintiff United States of America and defendants 4 Anchorage Lane Owners, Inc. and Total Community Management Corp. that:

1. Defendants agree to designate an accessible reserved parking space, identified in the photograph attached to this Agreement as Exhibit A, for the sole and exclusive use of Herbert Zayer, during Mr. Zayer's lifetime (hereinafter, "Zayer's reserved parking space"). Defendants shall install a sign similar to the size and location of the sign indicated in Exhibit A, which shall state "Reserved," and shall be placed at least 60 inches in height above the ground surface, measured from the bottom of the sign. In addition, defendants shall install a sign similar to the size and location of the sign indicated in Exhibit A, which shall state "Handicap Parking" and shall bear the international symbol of access, consisting of a blue square overlaid in white with a stylized image of a human figure using a wheelchair, and shall be placed at least 60 inches in height above the ground surface, measured from the bottom of the sign.

2. Zayer's reserved parking space shall be at least 96 inches in width and shall have adjacent access aisles at least 60 inches in width on both lengthwise sides of the parking space. The 60-inch-wide access aisles may be shared by two adjacent handicapped-accessible parking spaces. All such parking spaces and access aisles shall be clearly identified by pavement markings.

3. Defendants shall fully and completely perform the obligations mandated in paragraphs 1 and 2 above within 45 days of the date that this Stipulation is "so ordered" by the Court, and shall do so at their own expense.

4. Defendants, their agents, employees, affiliates, parent entities, successors, assigns and designees shall take all reasonable steps necessary to ensure that Zayer's reserved parking space is not used or occupied by any other individuals or vehicles not authorized to occupy said reserved parking space. Defendants shall ensure that any unauthorized vehicle parked in Zayer's reserved parking space is removed, by towing or otherwise, within 24 hours after they are notified, verbally or in writing, of the presence of any unauthorized vehicle in said reserved parking space.

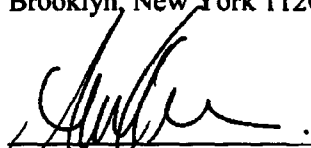
5. Defendants shall comply with the provisions of the Fair Housing Act, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601, *et seq.*

6. The United States shall be dismissed as plaintiff in this case with prejudice and without costs or fees, but with the understanding that Mr. Zayer may move, without objection by the defendants, within 30 days of the date of this Stipulation, to intervene as plaintiff for the purpose of pursuing additional relief against defendants arising from the matters alleged in the complaint herein. Should Mr. Zayer fail to intervene within 30 days of the date of this agreement, this action shall be dismissed in its entirety, without prejudice.

7. This Stipulation and Order may be signed in counterpart originals and delivered by facsimile or e-mail, which, when fully executed, shall constitute a single original.

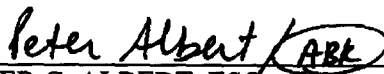
Dated: Brooklyn, New York
July 5, 2011

LORETTA E. LYNCH
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Eastern District of New York
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By: 
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Dated: Commack, New York
July 5, 2011

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By: 
PETER G. ALBERT, ESQ.
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SO ORDERED in Brooklyn, New York,
this 5th day of July, 2011:

~~UNITED STATES DISTRICT JUDGE~~

EXHIBIT A

