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In the Matter of the Investigations by  
the State of New York, of

Assurance No. #22-036

Keller Williams Greater  
Nassau & Keller Williams Realty Elite.  
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### ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (OAG) and the New York Department of State (DOS) (collectively, the "Government Agencies") have commenced investigations pursuant to the provisions of New York Executive Law § 63(12) and New York Real Property Law (NY RPL) § 442-e(5) into the policies, procedures, and practices of Keller Williams Greater Nassau ("KWGN") and Keller Williams Realty Elite ("KWRE"), with respect to providing real estate services. This Assurance of Discontinuance contains the findings of the Government Agencies and the relief agreed to by the Government Agencies, KWGN, and KWRE (collectively, the "Parties").

#### **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 KWGN or KWRE.
- c. "Effective Date" means the date this Assurance is signed by the last party to sign it.
- d. "Agent" means any owner, shareholder, partner, officer, employee, broker, agent, associate, or representative of KWGN or KWRE.
- e. "Including" means including but not limited to.
- f. "KWGN" means Keller Williams Greater Nassau, a real estate brokerage company whose principal place of business is located at 400 Garden City Plaza, Suite 438, Garden City, NY 11530, and any of its owners, shareholders, officers, directors, employees, agents, brokers, salespeople, consultants, independent contractors, and assignees. For the purposes of this Assurance, KWGN includes without limitation the following licenses issued by DOS to KWGN (UID No: 109933338 and each license associated thereto):

- g. "KWRE" means Keller Williams Realty Elite, a real estate brokerage company whose principal place of business is located at 695 Broadway, Massapequa, NY 11758, and any of its owners, shareholders, officers, directors, employees, agents, brokers, salespeople, consultants, independent contractors, and assignees. For the purposes of this Assurance, KWRE includes without limitation the following licenses issued by DOS to KWRE (UID No. 10991222367 and each license associated thereto):
- h. The use of the singular form of any word includes the plural and vice versa.

## **PART TWO: INVESTIGATIONS AND CONCLUSIONS**

2. KWGN is a real estate brokerage company with its principal place of business located at 400 Garden City Plaza, Suite 438, Garden City, NY 11530.

3. KWRE is a real estate brokerage company with its principal place of business located at 695 Broadway, Massapequa, NY 11758.

4. In 2016 and 2017, the Long Island-based newspaper Newsday conducted 86 paired tests of various real estate agents, including KWGN, and KWRE, using trained, undercover actors who recorded their interactions with the agents. Newsday publicly reported and posted video from these interactions in November 2019 and alleged that tests involving agents Aminta Abarca, Suzanne Greenblatt, and Judy Ross revealed disparate treatment of their paired testers.

5. In 2019, upon the publication of Newsday's findings, the Government Agencies initiated parallel investigations into whether KWGN and KWRE, through its Agents, refused to negotiate the sale of, or otherwise makes unavailable or denied dwellings to individuals, steered individuals to or from communities based on their race, color, or national origin, or otherwise discriminated against individuals of a protected class in violation of the Fair Housing Act, 42 U.S.C. §§ 3601 et. seq., and New York State Executive Law § 296(5), NY RPL § 441-c. The investigations also sought to determine whether KWGN, and KWRE and their principals were competent to transact business as real estate brokers pursuant to Article 12-A of the NY RPL.

6. Based on the evidence obtained during the investigations, the Government Agencies have alleged that KWGN and KWRE, through their Agents, unlawfully discriminated on the basis of race, color, and/or national origin in the sale of housing in violation of the Fair Housing Act, New York State Human Rights Law, and Article 12-A of the NY RPL, and have not demonstrated the level of competency required to transact business as brokers.

7. KWGN and KWRE explicitly deny the allegations made by Newsday and the Government Agencies. Nothing in this agreement constitutes an admission by KWGN or KWRE to the Findings of the Government Agencies above, or to liability under the statutes described below. .

8. The Government Agencies find the relief and agreements contained in this Assurance appropriate and in the public interest.

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

### PART THREE: COMPLIANCE WITH THE LAW

9. KWGN and KWRE shall not engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to 42 U.S.C. §§ 3601 *et. seq.*, New York State Human Rights Law § 296(5), and Article 12-A of the NY RPL, and expressly agree and acknowledge that any such conduct is a violation of this Assurance, and that the OAG thereafter may commence a civil action or proceeding contemplated in Paragraph 6, *supra*, in addition to any other appropriate investigation, action, or proceeding. Further, KWGN and KWRE also expressly agree and acknowledge that any such conduct is in violation of this Assurance, and that DOS may thereafter commence an administrative proceeding seeking any relief that is authorized by law, including without limitation, revocation of any license then in effect.

### PART FOUR: TRAINING

10. Beginning within twenty (20) days of the Effective Date and for the duration of this Assurance, KWGN and KWRE shall offer a comprehensive in-house training on various fair housing topics, as described in ¶ 16 below, subject to the following:

- a. All newly associated agents (i.e., agents for whom KWGN or KWRE submits a notice of association pursuant to NY RPL § 441-a(11) after the Effective Date of this Assurance) shall be required to attend a fair housing training, as described in ¶¶ 15 and 16, within 30 days of association with KWGN or KWRE;
- b. All agents associated with KWGN or KWRE as of the date of this Assurance shall be required to attend a training, as described in ¶¶ 15 and 16, within 3 months of the Effective Date of this Assurance; and
- c. All agents associated with KWGN or KWRE shall be required to attend a training, as described in ¶¶ 15 and 16, at least once a year throughout the period of this Assurance.

These in-house trainings shall be offered at no cost to KWGN and KWRE agents. All Parties acknowledge the foregoing provision has been directed by DOS, the regulatory agency with jurisdiction over Article 12-A of the NY RPL, as a condition of terminating pending disciplinary proceeding(s) pursuant to New York Executive Law § 90; NY RPL § 441-c, New York State Administrative Procedure Act § 301, and 19 NYCRR § 175.21. Consistent with 19 NYCRR § 175.27, nothing contained in this Assurance is intended to be, or should be construed as, an indication that a salesperson is either an independent contractor or employee of a broker. See generally, New York Labor Law § 511(19) (providing a statutory definition of "employment" when used to describe the relationship between a real estate salesperson and broker).

11. The trainings will include topics such as compliance with the Fair Housing Act, the New York City Human Rights Law, the New York State Human Rights Laws and any other applicable federal, state and/or local laws regarding housing and housing discrimination. The fair housing topics will include illegal housing steering based on protected characteristics (race, color, ethnicity, national origin, birthplace, etc.), buyer's source of income, responding to questions from buyers regarding schools and school districts, handling illegal or impermissible

topics of inquiry, and responding to illegal or impermissible requests from buyers or sellers that are discriminatory.

12. KWGN and KWRE shall confirm in writing to the Government Agencies that it has provided each training in compliance with this Section.

13. Additionally, KWGN and KWRE will require all of their agents to enroll and regularly take approved New York licensed and accredited compliance with Fair Housing Act courses.

14. KWGN and KWRE will provide up to \$25,000 in courses and trainings described in this Part. KWGN/KWRE's reimbursement of the agents' costs for licensed and accredited courses as described in this paragraph will be for a period of three years.

15. Within twenty (20) days of the Effective Date, KWGN and KWRE shall provide all of their Agents with a copy of the New York State Division of Human Rights Fair Housing Guide ("Guide") annexed as Exhibit A. KWGN and KWRE shall request that their Agents acknowledge in writing that they have read and understood 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.

16. Within twenty (20) days of the Effective Date, KWGN and KWRE shall ensure that all their Agents have received a copy of DOS' "Guidance to Real Estate License Holders" concerning fair housing regulations adopted by DOS on April 21, 2020, available at <https://www.dos.ny.gov/licensing/docs/Guidance%20for%20License%20Holders%20-%20Fair%20Housing%20-FINAL.pdf>. All Agents shall acknowledge in writing that they have read and understood the DOS regulations (i.e., 19 NYCRR §§175.28, 175.29, and 177.9) and agree to comply with the DOS' instructions as well as the obligations, terms, and conditions set forth therein.

17. KWGN and KWRE shall send copies of the acknowledgement forms referenced under this Part to the Government Agencies within fourteen (14) days of their execution.

#### **PART FIVE: REPORTS**

18. Within thirty (30) days of the Effective Date, KWGN and KWRE shall add to its website, subject to the Government Agencies' review and approval, information on fair housing for potential buyers and sellers and a link to a web-based complaint form including fields matching those detailed in the Complaint Form annexed as Exhibit B.

19. Within fifteen (15) days of the Effective Date, KWGN and KWRE shall designate a full-time management employee at each branch who shall receive and investigate all complaints received from Clients, whether written or oral, alleging discrimination. For each such complaint, the designated employee shall complete, with or without the assistance of a Complainant, the Complaint Form annexed as Exhibit B. KWGN and KWRE shall also establish a mechanism for a Complainant to submit a completed Complaint Form via mail, email, or in person.

20. The designated Employee shall commence to investigate all complaints received within forty-eight (48) hours by interviewing the Complainant, witnesses, and the Agent(s) involved, and taking any other necessary steps.

21. The designated Employee shall prepare a written report ("Complaint Report") summarizing the investigative steps taken and any findings made and any recommendation regarding further investigation or disciplinary action.

22. Within thirty (30) days of any Client's initial complaint of discrimination, KWGN and KWRE shall submit to the Government Agencies a completed Complaint Form and Complaint Report.

23. At all times relevant herein, for the duration of this Assurance, KWGN and KWRE and its associated agents shall be obligated to report to the Government Agencies any instance of discrimination involving any of their employees or agents of which they or their employees or agents have actual knowledge, whether or not a Client submits a complaint to KWGN or KWRE regarding such instance of discrimination, as well as the results of any investigations conducted pursuant to paragraph 35.

24. Neither KWGN nor KWRE nor any of their associated agents shall take any adverse action toward an employee or agent that reports one or more instances of discrimination pursuant to ¶ 31 of this assurance and/or the designated employee described in ¶ 28 of this Assurance.

25. For the duration of this Assurance, KWGN and KWRE shall maintain:

- a. all information forms completed by Clients and any materials supplied by Clients;
- b. the addresses of listings provided to each Client and the search parameters used to identify those listings;
- c. a list reflecting the properties rented or purchased through KWGN and KWRE, the dates the properties were rented or purchases, and the names of the Clients who rented or purchased such properties;
- d. materials used and/or distributed as part of the trainings required by Paragraph 10; and
- e. signed acknowledgement forms required by Part Six.

26. Within ninety (90) days of the Effective Date, KWGN and KWRE shall devise and, subject to review and approval by the Government Agencies, implement a document retention policy providing, at minimum, that:

- a. documents, including written, printed and recorded matter and electronic forms of records, including e-mail messages in personal folders, containing Client communications to or from KWGN and KWRE and/or Agents shall be retained for at least three years;

- b. complaints received from Clients, including Complaint Reports referenced in Part 7, shall be retained for at least three years; and
- c. all Agents shall sign an acknowledgement agreeing to comply with said document retention policy, including Client communications sent or received using Agents' personal mobile phone or computer;

27. The Government Agencies, upon reasonable notice to KWGN and KWRE, shall have access at a reasonable time and place to any documents KWGN and KWRE are required to maintain under the terms and conditions of this Assurance and any documents the Government Agencies believes relate to KWGN's and/or KWRE's compliance with this Assurance. This Assurance does not in any way impair or affect the right of the OAG to obtain documents from KWGN and KWRE pursuant to subpoena. Further, this Assurance does not in any way impair or affect the right of the DOS to obtain documents pursuant to Article 12-A of the NY RPL.

#### **PART SIX: CONTRIBUTION TO SUFFOLK COUNTY FAIR HOUSING**

28. In consideration of the making and execution of this Assurance, within thirty (30) days of the Effective Date, KWGN and KWRE agree to provide \$25,000 to Suffolk County to promote enforcement of and compliance with fair housing laws.

29. Payment shall be made by attorney check, corporate check or certified check, or bank draft, which shall be made payable to "Suffolk County" and shall reference Assurance No. #22-036 payment shall be addressed to the attention of Senior Counsel, Office of the New York State Attorney General, 28 Liberty Street, 20<sup>th</sup> floor, New York, NY 10005.

#### **PART SEVEN: CODE OF ENGAGEMENT**

30. Within thirty (30) days of the Effective Date, KWGN and KWRE shall have all of their agents sign a written Code of Engagement. The Code of Engagement shall state in sum and substance that KWGN/KWRE is an equal opportunity business and licensed real estate franchise that complies with all federal, state, and local fair housing and anti-discrimination laws protecting individuals from housing discrimination.

31. The Code of Engagement shall inform all KWGN/KWRE agents that if KWGN/KWRE has reason to believe that any of their agents have engaged in unlawful housing discrimination based on race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status, KWGN/KWRE shall conduct their own investigation into the facts of the allegations and if appropriate, under the circumstances, inform the relevant agents that their actions are potentially in violation of applicable law and inform the agent that the agent's engagement or services to KWGN/KWRE will be curtailed, limited or terminated.

32. The Code of Engagement shall give examples of conduct that violate KWGN and KWRE policies and other examples of illegal or impermissible conduct.

33. The Code of Engagement shall require KWGN and KWRE agents to commit to the use of consistent policies and protocols regarding what, if anything, they require from potential

buyers and clients prior to showing them homes, including but not limited to exclusivity agreements, mortgage pre-approval, and the collection of personal and financial information.

34. KWGN and KWRE shall maintain a copy of each agent's Code of Engagement, as well as any submitted addendums as described above.

#### **PART EIGHT: RELEASES**

35. The Government Agencies are willing to accept this Assurance pursuant to Executive Law §§ 63(15), 90, NY RPL § 441-c, and New York State Administrative Procedure Act § 301(5), in lieu of commencing a statutory proceeding for violations of 42 U.S.C. §§ 3601 et. seq., New York State Executive Law § 296(5), and NY RPL §§ 441-c, 441-e, based on the conduct described above.

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

36. This Assurance will expire exactly three years from the Effective Date.

37. KWGN and KWRE expressly agree and acknowledge that the Government Agencies 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 45, and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;
- b. the Government Agencies may use statements, documents or other materials produced or provided by KWGN and KWRE prior to or after the Effective Date of this Assurance;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that KWGN and KWRE irrevocably and unconditionally waive any objection based upon personal jurisdiction, inconvenient forum, or venue; and
- d. evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law, including but not limited to Executive Law § 63(15).

38. If a court of competent jurisdiction determines that KWGN and/or KWRE have violated the Assurance, the KWGN and/or KWRE shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

#### *Effects of Assurance*

39. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of KWGN and KWRE. KWGN and KWRE shall include 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 Government Agencies.

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

41. Any failure by the Government Agencies to insist upon the strict performance by KWGN and/or KWRE of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the Government Agencies, notwithstanding that failure, shall have the right thereafter, upon one week's written notice to KWGN and/or KWRE, to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by KWGN and/or KWRE.

#### *Representations and Warranties*

42. The Government Agencies have agreed to the terms of this Assurance based on, among other things, the representations made to the Government Agencies by KWGN and KWRE and their counsel and the OAG's own factual investigation as set forth in Findings, Paragraphs 2 through 8 above. KWGN and KWRE represent and warrant that neither they nor their counsel has made any material representations to the Government Agencies that are inaccurate or misleading. If any material representations by KWGN and KWRE or their counsel are later found to be inaccurate or misleading, this Assurance is voidable by the Government Agencies in their sole discretion.

43. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by KWGN and KWRE in agreeing to this Assurance.

44. KWGN and KWRE represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved. KWGN and KWRE further represent and warrant that the signatories to this AOD, are duly authorized to act at the direction of the entity they are signing for.

#### *General Principles*

45. Unless a term limit for compliance is otherwise specified within this Assurance, KWGN and KWRE's obligations under this Assurance are enduring. Nothing in this Agreement shall relieve KWGN and KWRE of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

46. Nothing contained herein shall be construed to limit the remedies available to the Government Agencies in the event that KWGN or KWRE violates the Assurance after its Effective Date.

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



48. 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.

49. KWGN and KWRE acknowledge that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

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

51. 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.

52. 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.

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

OAG

Sandra Pullman.  
Senior Counsel, Civil Rights Bureau  
Office of the NYS Attorney General  
28 Liberty Street  
New York, NY 10005  
sandra.pullman@ag.ny.gov

Keller Williams Greater Nassau

Richard Amato  
400 Garden City Plz Ste 438  
Garden City, NY 11530

With copy to:  
Holland & Knight LLP  
Christine Walz  
Loren Forrest  
31 West 52nd Street  
New York, New York 10019  
christine.walz@hkllaw.com  
loren.forrest@hkllaw.com

Keller Williams Realty Elite

Greg Masaitis  
695 Broadway  
Massapequa, NY 11758

DOS

Jodi DeLollo  
Director, Division of Licensing Services  
99 Washington Avenue, 5<sup>th</sup> Floor  
Albany, NY 112231  
Jodi.DeLollo@dos.ny.gov

With copy to:  
Holland & Knight LLP  
Christine Walz  
Loren Forrest  
31 West 52nd Street  
New York, New York 10019  
christine.walz@hkllaw.com  
loren.forrest@hkllaw.com





CONSENTED TO:

Dated: New York, New York  
July 15, 2022

LETITIA JAMES  
Attorney General of the State of New York

By:

/s/ Sandra Pullman  
Sandra Pullman  
Senior Counsel

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

CONSENTED TO:

Dated: New York, New York  
~~June~~, 2022  
August 23, 2022

ROBERT J. RODRIGUEZ  
Secretary of State of the State of New York

By:

Linda Baldwin  
Linda Baldwin  
General Counsel

Department of State  
123 William Street  
New York, New York 10038  
Tel.: (518) 474-6740  
Fax: (518) 408-2251  
Linda.baldwin@dos.ny.gov

# EXHIBIT A

# **EXHIBIT B**





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

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

Copy to: State of New York  
Office of the Attorney General  
Civil Rights Bureau  
28 Liberty Street  
New York, NY 10005  
Civil.Rights@ag.ny.gov

You may also call for a complaint form from:

State of New York  
Office of the Attorney General  
Civil Rights Bureau  
28 Liberty Street  
New York, NY 10005  
Tel.: (212) 416-8250

Or you may file a complaint online at:

<https://ag.ny.gov/bureau/civil-rights>.



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. 21-038

Laffey Fine Homes of New York LLC, d/b/a Laffey Real  
Estate.

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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 Laffey Fine Homes of New York LLC, d/b/a Laffey Real Estate (LRE) with respect to providing real estate services. This Assurance of Discontinuance contains the findings of the OAG's investigation and the relief agreed to by the OAG and LRE (collectively, the "Parties").

**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 LRE or sought or used LRE'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 any owner, shareholder, partner, officer, employee, broker, agent, associate, or representative of LRE.
- e. "Including" means including but not limited to.
- f. "LRE" means Laffey Fine Homes of New York LLC, d/b/a Laffey Real Estate, a real estate brokerage company whose principal place of business is located at 55 Northern Blvd., Ste 201, Greenvale, NY 11548, and any of its owners, shareholders, officers, directors, employees, agents, brokers, salespeople, consultants, independent contractors, and assignees.
- g. The use of the singular form of any word includes the plural and vice versa.

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

2. LRE is a real estate brokerage company with its principal place of business located at 55 Northern Blvd., Ste 201, Greenvale, NY 11548 and 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 LRE, using trained, undercover actors who recorded their interactions with the agents. Newsday publicly reported and posted video from these interactions in November 2019. The tests involving agents Nancy Anderson and Diane Leyden revealed disparate treatment of their paired testers.

4. Newsday conducted one pair of tests on Anderson, a real estate agent in the Huntington office. On May 16, 2016, Anderson initially met with a Black tester posing as a potential home buyer. At the meeting, Anderson informed the tester that he would be required to obtain a preapproval letter setting forth his eligibility for a mortgage from a lender and to email her a copy of that letter before she took him to view properties. Several months later, on August 24, 2016, a white tester also posed as a potential home buyer, seeking a home within the same town and price range as the Black tester. Anderson did not require the white tester to provide a preapproval letter as a condition to showing him listed homes, stating in her recorded interaction that she could set up viewings within a 24-hour period.

5. A second pair of tests involved Leyden, a manager at the LRE Great Neck office. Hispanic and white testers posed in meetings with Leyden one month apart in 2017, both houses on the North Shore priced up to \$1.5 million. The Hispanic tester received 27 listings that included areas that 69% white on average and no listings in Roslyn, which has the greatest white student population of all the areas selected. At his March 29, 2017 visit, Leyden questioned the Hispanic tester about his finances, lectured him against viewing homes outside his financial means, and suggested that he begin his search in Great Neck.

6. In contrast, Leyden did not request any financial information of the white tester, instead informing him that, "You might be more comfortable in a certain demographic area that isn't heavily one way or another in terms of people," asking, "Do you want your kids to be in school with kids that they relate to?" While indicating that she was "not at liberty" of specifying the characteristics of each town, she intimated that another agent could discuss those matters with the white tester in a non-public setting and encouraged him to research demographics of the North Shore on his own. The white tester received 31 listings, 6 of which were located in Roslyn, with an average census tract of 76% white.

7. In 2019, upon the publication of Newsday's findings, the OAG initiated an investigation into whether LRE, through its Agents, have 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).

8. Based on the evidence obtained during the investigation, the OAG has determined that LRE, through its Agents, 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.

9. LRE neither admits nor denies the OAG's Findings, Paragraphs 4 through 8 above.

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

11. LRE shall not engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to 42 U.S.C. §§ 3601 *et. seq.*, and New York State Human Rights Law § 296(5), and expressly agrees and acknowledges that any such conduct is a violation of this Assurance, and that the OAG thereafter may commence a civil action or proceeding contemplated in Paragraph 10, *supra*, in addition to any other appropriate investigation, action, or proceeding.

### **PART FOUR: MONETARY RELIEF**

12. LRE agrees to pay to the OAG the sum of thirty thousand dollars (\$30,000) ("Monetary Relief Amount"), representing penalties and costs of investigation. LRE shall pay the above-said amount within one (1) month of the Effective Date.

13. Payment shall be in the form of a certified check or official bank check made payable to the "State of New York" and forwarded to the Office of the Attorney General Civil Rights Bureau, 28 Liberty Street, New York, New York 10005, and addressed to the attention of Lillian Marquez, Assistant Attorney General. The payment shall reference OAG Assurance Number 21-038.

14. *Judgment by Confession*: To secure the payment described by Paragraph 12, LRE will execute and deliver, at the time of the execution and delivery of this Assurance, the accompanying Affidavit for Judgment by Confession (attached hereto as Exhibit A), confessing judgment for the Monetary Relief Amount of \$30,000, plus collection fees of twenty two percent (22%) of any unpaid Monetary Relief Amount at the time of any subsequent default, plus statutory costs of \$15.00.

15. *Default in Payment*: In the event that LRE fails to timely and properly make payment as required by Paragraph 12, the OAG shall provide LRE with written notice, by email, of such failure. If LRE does not cure such failure within 30 days of the OAG's written notice, the OAG may file and enter the applicable Affidavit for Judgment by Confession as a judgment against LRE, at any time, and without further notice, for the balance owed pursuant to this Assurance at the time of default, less any payments made prior to default, plus the collection fees and statutory costs described above.

## **PART FIVE: TESTING**

16. In consideration of the making and execution of this Assurance, LRE shall make a payment to Nassau County in the amount of thirty-five thousand dollars (\$35,000). The payment shall be made in full by December 31, 2021. The funds will be used by Nassau County to conduct fair housing testing of any LRE branch or Agent, without prior notice, throughout the duration of this Assurance.

17. Payment shall be made by attorney check, corporate check or certified check, or bank draft, which shall be made payable to "Nassau County" and shall reference Assurance No. 21-038; payment shall be addressed to the attention of Assistant Attorney General Lillian Marquez, State of New York, Office of the Attorney General, 28 Liberty Street, New York, NY 10005.

18. If the OAG is notified that any LRE Agents engaged in discrimination or differential treatment during this testing, LRE shall submit proposed remedial actions to the OAG within thirty (30) days of receipt of notice of the discrimination or differential treatment. Upon OAG's approval of LRE's proposal, LRE shall begin implementation and report on its compliance with those remedial measures on a monthly basis to the OAG until the OAG certifies compliance or the end of this Assurance, whichever occurs first.

## **PART SIX: EDUCATION AND TRAINING**

19. Beginning within twenty (20) days of the Effective Date and for the duration of this Assurance, LRE shall provide all Agents with quarterly fair housing trainings free of charge. The trainings shall cover the requirements of federal, state, and local fair housing laws, including the prohibition against racial steering. LRE shall confirm in writing to the OAG that it has provided each training in compliance with this Paragraph.

20. Within twenty (20) days of the Effective Date, LRE shall provide all Agents with a copy of the New York State Division of Human Rights Fair Housing Guide ("Guide") annexed as Exhibit B. LRE shall request that Agents acknowledge in writing that they have read and understood 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.

21. Any Agent 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 LRE shall be subject to disciplinary action, up to and including termination; (b) is an independent contractor of LRE may be subject to termination of association by LRE.

22. LRE shall send copies of the acknowledgement forms referenced under this Part to the OAG within fourteen (14) days of their execution.

## **PART SEVEN: COMPLAINTS**

23. Within thirty (30) days of the Effective Date, LRE shall add to its website, subject to OAG's review and approval, information on fair housing for potential buyers and sellers and a

link to a web-based complaint form including fields matching those detailed in the Complaint Form annexed as Exhibit C.

24. Within fifteen (15) days of the Effective Date, LRE shall designate a full-time management employee at each branch who shall receive and investigate all complaints from Clients, whether written or oral, alleging discrimination. The designated employee shall complete, or help the Complainant complete, the Complaint Form annexed as Exhibit C.

25. The designated Employee shall commence to investigate the complaint within forty-eight (48) hours by interviewing the complainant, witnesses, and the Agent(s) involved, and taking any other necessary steps.

26. The designated Employee shall prepare a written report ("Complaint Report") summarizing the investigative step taken and any findings made and any recommendation regarding further investigation or disciplinary action.

27. Within thirty (30) days of any Client's complaint of discrimination, LRE shall submit to the OAG copies of the completed Complaint Form and Complaint Report referenced.

28. For the duration of this Assurance, LRE shall maintain:

- a. all information forms completed by Clients and any materials supplied by Clients;
- b. a list reflecting the properties rented or purchased through LRE, the dates the properties were rented or purchased, and the names of the Clients who rented or purchased such properties;
- c. materials used and/or distributed as part of the trainings required by Paragraph 19; and
- d. signed acknowledgement forms referenced by Part Six.

29. Within thirty (30) days of the Effective Date, LRE shall also admonish agents to maintain records of the services provided to Clients, including the location and details of properties listed and properties shown to Clients and the disposition of any offer received with respect to such properties.

30. Within ninety (90) days of the Effective Date, LRE 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 recorded matter and electronic forms of records, including e-mail messages to or from @laffeyre addresses, containing Client communications to or from LRE and/or Agents that are within the possession or control of LRE shall be retained for at least three years;
- b. complaints received from Clients, including Complaint Reports referenced in Part 7, shall be retained for at least three years; and

- c. Agents shall be admonished to comply with said document retention policy, including Client communications sent or received using Agents' personal mobile phone or computer;

31. The OAG, upon reasonable notice to LRE, shall have access at a reasonable time and place to any documents LRE is required to maintain under the terms and conditions of this Assurance and any documents the OAG believes relate to LRE's compliance with this Assurance. This Assurance does not in any way impair or affect the right of the OAG to obtain documents from LRE pursuant to subpoena.

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

32. This Assurance will expire exactly three years from the Effective Date.

33. LRE 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 38, and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;
- b. the OAG may use statements, documents or other materials produced or provided by the LRE prior to or after the Effective Date of this Assurance;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that LRE irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue; and
- d. 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).

34. If a court of competent jurisdiction determines that the LRE has violated the Assurance, the LRE shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

#### *Effects of Assurance*

35. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the LRE. LRE shall include 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.

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



37. Any failure by the OAG to insist upon the strict performance by LRE of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter, upon one week's written notice to LRE, to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the LRE.

#### *Representations and Warranties*

38. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by the LRE and their counsel and the OAG's own factual investigation as set forth in Findings, Paragraphs 4 through 8 above. The LRE represents and warrants that neither it nor its counsel has made any material representations to the OAG that are inaccurate or misleading. If any material representations by LRE or its counsel are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

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

40. The LRE represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved. LRE further represents and warrants that LRE, by Mark Laffey, as the signatory to this AOD, is a duly authorized officer acting at the direction of the Board of Directors of LRE.

#### *General Principles*

41. Unless a term limit for compliance is otherwise specified within this Assurance, the LRE's obligations under this Assurance are enduring. Nothing in this Agreement shall relieve LRE of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

42. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that the LRE violates the Assurance after its Effective Date.

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

44. 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.

45. LRE acknowledges that it has entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

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

47. 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.

48. 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.

49. 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)

Laffey Fine Homes of New York LLC

John Patafio, Esq.  
General Counsel  
Laffey Fine Homes of New York LLC  
55 Northern Blvd., Ste 201  
Greenvale, NY 11548  
[john@patafiolaw.com](mailto:john@patafiolaw.com)

IN WITNESS THEREOF, the undersigned subscribe their names:

Dated: New York, New York  
~~August 17~~ 2021  
September

Laffey Fine Homes of New York LLC, d/b/a  
Laffey Real Estate,  
55 Northern Blvd., Ste 201  
Greenvale, NY 11548

By: 

Mark Laffey  
Principal Member, Real Estate Broker

STATE OF New York )  
COUNTY OF Nassau ) ss.:

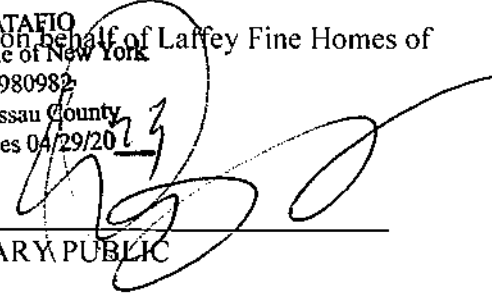
On the 17 day of September in the year 2021, before me personally came Mark Laffey to me known, who, being by me duly sworn, did depose and say that he reside(s) in NASSAU County [if the place of residence is in a city, include the street and street number, if any thereof]; that he is a principal member of Laffey Fine Homes of New York LLC, the limited liability company described in and which executed the above instrument; and

that he signed his name thereto under his authority to sign on behalf of Laffey Fine Homes of New York LLC.

JOHN T. PATAFIO  
Notary Public, State of New York  
No. 02PA4980982  
Qualified in Nassau County  
Commission Expires 04/29/20

Sworn to before me this

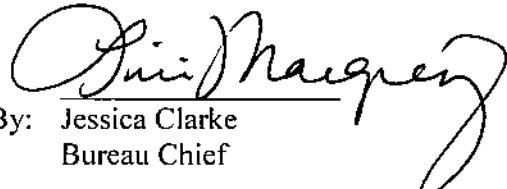
17 day of September, 2021

  
NOTARY PUBLIC

CONSENTED TO:

LETITIA JAMES  
Attorney General of the State of New York

Dated: New York, New York  
~~August 22~~, 2021  
September

  
By: Jessica Clarke  
Bureau Chief

Lillian Marquez  
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**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

---

STATE OF NEW YORK,

Plaintiff,

-against-

Laffey Fine Homes of New York LLC,

Defendant.

---

AFFIDAVIT FOR JUDGMENT  
BY CONFESSION

Index No. \_\_\_\_\_

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NASSAU     )

Mark Laffey, being duly sworn, deposes and says:

1. I am a principal of the Defendant, Laffey Fine Homes of New York LLC, in the above-entitled action.
2. The principal place of business of Laffey Fine Homes of New York LLC, is 55 Northern Blvd., Ste 201, Greenvale, New York, 11548, Nassau County, State of New York.
3. I am duly authorized to and have the authority to sign this Affidavit for Judgment by Confession on behalf of Laffey Fine Homes of New York LLC.
4. Laffey Fine Homes of New York LLC entered into Assurance of Discontinuance number 21-038 with the State of New York Office of the Attorney General, pursuant to New York State Executive Law § 63(15). A copy of the Assurance of Discontinuance executed by Laffey Fine Homes of New York LLC is attached as Exhibit A and the terms are incorporated by reference herein.
5. Pursuant to the Assurance of Discontinuance, I confess judgment in this Court on

behalf of Laffey Fine Homes of New York LLC in favor of the Plaintiff, State of New York, for the Monetary Relief Amount of Thirty Thousand Dollars (\$30,000) to be reduced by the principal amount of payments made by Laffey Fine Homes of New York LLC to Plaintiff pursuant to the Assurance of Discontinuance, plus a collection fee of 22% of the unpaid Monetary Relief Amount at the time of any subsequent default, plus statutory costs of \$15.00, and hereby authorize the Plaintiff or its authorized agents and/or assigns to enter judgement against Laffey Fine Homes of New York LLC for that sum, including, but not limited to, the collection fee and statutory costs described above.

6. This Confession of Judgment is for a debt justly due to the Plaintiff arising out of the Assurance of Discontinuance.

7. Pursuant to the Assurance of Discontinuance, Laffey Fine Homes of New York LLC has agreed to pay the amounts described in Paragraph 4 above.

8. Laffey Fine Homes of New York LLC executed this Affidavit pursuant to the provisions of the Assurance of Discontinuance and expressly agreed that Plaintiff may enter judgment of confession against Laffey Fine Homes of New York LLC for the amount stated in Paragraph 4 above if Laffey Fine Homes of New York LLC fails to timely and properly make payment under the terms of the Assurance of Discontinuance and does not cure such failure within 30 days of Plaintiff's written notice thereof to Laffey Fine Homes of New York LLC.

9. Changes to this Confession of Judgment must be in writing, signed by both a principal member of Laffey Fine Homes of New York LLC and the representative of the Plaintiff.

10. This Confession of Judgment is not for the purpose of securing the Plaintiff against a contingent liability.



# **EXHIBIT B**



# NEW YORK STATE DIVISION OF HUMAN RIGHTS FAIR HOUSING GUIDE



Division of  
Human Rights



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

**ONE FORDHAM PLAZA, 4TH FLOOR  
BRONX, NEW YORK 10458  
(888) 392-3644  
WWW.DHR.NY.GOV**

*REVISED: APRIL 2017*



**Division of  
Human Rights**

## **TABLE OF CONTENTS:**

Introduction 2

Who is Protected? 3

Who Must Follow the Law? 4

What Is Prohibited?

I. Discrimination In Connection with the Sale, Rental or Leasing of Housing 5

II. Retaliation, Aiding, Abetting and Coercion 6

III. Discrimination Based on Association with Members of a Protected Class 7

IV. Real Estate Brokers, Salespersons, and Employees; Real Estate Boards 7

V. Reasonable Accommodations for Persons with Disabilities 7

What Housing is Covered? 9

What About Lending Discrimination? 9

How Do I Know If My Rights Have Been Violated? 10

Where Can I Go To Protect My Rights?

I. Government Agencies 13

II. Private Organizations and Attorneys 16

III. Filing a Complaint in Court 16

When Do I Have To File A Complaint? 19

## **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 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 afford 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 Executive Law (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 Executive 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 pamphlet 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 behavior is illegal. The government agencies and organizations listed at the end of this pamphlet can conduct such investigations.

## **Who Is Protected?**

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

### **Race**

### **Creed**

*Except: 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.*

### **Color**

### **National Origin**

### **Sex**

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

### **Age**

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

### **Disability**

*Except: Housing discounts to people with disabilities are permitted.*

### **Marital Status**

**Military Status**

**Family Status**

**Sexual Orientation**

**Gender Identity (sex and/or disability  
discrimination)**

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 illegal.

**Examples:**

A landlord instructs a real estate agent not to rent apartments in his building to “minorities.”

A landlord refuses to rent apartments to single people.

A housing complex has a “no children” rental policy.

**Who Must Follow The Law?**

Anyone who sells, rents, or leases housing must follow the Executive Law. This includes:

- Owners
- Tenants
- Subtenants
- Managing agents
- Real estate brokers
- Real estate agents
- Agents and employees of the above persons

**Examples:**

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.

## **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.

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

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

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.

#### **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 a 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.

### **V. REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES**

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.

Specifically, the Law requires covered persons:

**To permit a person with a disability to make reasonable modifications to the housing, at the person's expense, if the modifications are necessary to allow the person to have full enjoyment of the housing.**

Example: A landlord permits a person in a wheelchair to widen the internal doors of his apartment to accommodate the wheelchair.

**To make reasonable accommodations in rules, policies, practices, or services, when such accommodations are necessary to permit a person with a disability equal opportunity to use and enjoy the housing, including reasonable modification to common use portions of the dwelling.**

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.

A landlord provides and pays for the installation of a ramp at the common entryway to the building so that persons using wheelchairs have access.

**To provide that in all buildings containing dwellings for three or more families constructed after March 13, 1991:**

**The public and common areas of housing are readily accessible to and usable by persons with disabilities.**

Example: The entrance to such a building is accessible to a person in a wheelchair.

**All doors are sufficiently wide to allow passage by persons in wheelchairs.**

**All units contain accessible passageways, fixtures, outlets, bathrooms, and kitchens.**

Example: Bathroom walls are able to support grab bars.

## **What Housing Is Covered?**

The Executive 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.**

## **What About Lending Discrimination?**

The Human Rights Law also prohibits discrimination in connection with lending, including real estate lending. It is illegal 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. However, age can be considered in determining the credit worthiness of an applicant when age has a demonstrable and statistically sound relationship to determining credit worthiness. 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 or inquiry about an applicant that expresses any limitation, specification, discrimination.**

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

**Asking an applicant about her capacity to have children or about 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.

## **How Do I Know If My Rights Have Been Violated?**

It is not always easy to tell if your fair housing rights have been violated. People will rarely come right out and say: "I will not rent this apartment to you because you are a young single woman" or "I will not rent the house to you because you are black and this is a white neighborhood." Instead, the signs of discrimination are usually more subtle.

One way to determine if you have been discriminated against is to seek the help of an agency or organization that can conduct a test.

As the following section illustrates, some private organizations funded by the U.S. Department of Housing and Urban Development investigate complaints of discrimination and can test a real estate agency or landlord to see if it is discriminating.

In a test, the agency hires pairs of individuals, or testers, to pose as undercover home seekers. In each pair, the two testers have the same qualifications for the housing, but differ in the protected characteristic that is the basis for the discrimination. If a person suspects that a real estate agency is discriminating because she is African-American, the testers will have similar qualifications for the home seekers, but one tester will be white and the other will be African-American.

Each tester will make a separate trip to the real estate office. If the real estate agent shows the white tester the housing in question and tells the African-American tester that nothing is available in her price range, that is strong evidence of discrimination.

The following examples demonstrate when you might suspect that discrimination has occurred. If you think discrimination has occurred, you are encouraged to take action by contacting one of the agencies or organizations listed in the next section.

**Example 1:**

Mr. Lowery, a single African-American male, is looking for an apartment. He sees an advertisement in a newspaper describing an apartment that meets his needs. Mr. Lowery calls the real estate agency and speaks to Mr. Connor, who tells Mr. Lowery that the apartment is available and asks him to come to the office to see it.

Thirty minutes later, Mr. Lowery gets to the office, identifies himself, and meets Mr. Connor. Mr. Connor says: "There must be some mistake."

Mr. Lowery assures him he spoke to him on the phone. Mr. Connor then asks Mr. Lowery to wait while he checks to see if the apartment is available. Mr. Connor returns a few minutes later and informs him that he just checked with the landlord, and the apartment is no longer available.

**Example 2:**

Mr. Martin and Ms. Vernon are married. Mr. Martin is white and Ms. Vernon is African-American. They are in the process of purchasing a co-op apartment. They have signed a contract and need to meet with the co-op board for final approval. Mr. Martin has been handling all the details of the transaction and has been assured by the co-op owner, the building managing agent, and the co-op president, all of whom he has met, that there will be no problem at the interview with the co-op board.

Ms. Vernon gets to the interview first, and is informed by the co-op president that she must be in the wrong place. She insists she is in the right place and is Mr. Martin's wife. The co-op president expresses surprise. At the interview, a board member asks Mr. Martin and Ms. Vernon whether they face hostility because of their "mixed marriage" and whether it has had any impact on their children. Ultimately, the board refused to approve them for the apartment.

**Example 3:**

Ms. Abernanthy, an African-American, views an apartment she likes. Afterwards, she calls the real estate agent, Mr. Davis, and tells him she wants to rent it. Mr. Davis tells her the apartment is rented.

Ms. Abernanthy is suspicious and asks her friend, who is white, to pose as an apartment seeker. Her friend goes to the real estate office and meets Mr. Davis, who says the apartment is still available. Ms. Abernanthy then calls Mr. Davis to confront him.

He admits he lied to Ms. Abernathy, but claims he lied not because of her race, but because the landlord did not like Ms. Abernathy because she was “pushy” and “aggressive.”

## **Where Can I Go to Protect My Rights?**

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

### **I. Government Agencies**

You can file a discrimination complaint with different government agencies, seeking damages, the housing in question, and other appropriate relief such as a promise from the housing provider not to discriminate. You can file a complaint on your own. You do not need a lawyer.

Under the Human Rights Law, you can file a housing or lending discrimination complaint using the mail-in complaint form on the Division’s website at [www.dhr.ny.gov](http://www.dhr.ny.gov), or by contacting the Division at:

#### **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

**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

**Toll Free Number:** (888) 392-3644

You may also contact:

**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)

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**

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

You can also file a complaint with your city, municipality, or county, if it has a law prohibiting housing or lending discrimination. You can contact the State Division of Human Rights for a list of such agencies.

## **II. Private Organizations and Attorneys**

Many private, not-for-profit organizations are dedicated to eliminating housing and lending discrimination. If you suspect you have been discriminated against in housing or lending, many of these organizations can help you investigate.

These private organizations can conduct a test of an owner, a real estate agency, or creditor to see if they are discriminating against you. They can also help you decide where to file.

## **III. Filing a Complaint in Court**

Although you do not need a lawyer to file a complaint with the Division, you may want to consult an attorney with expertise in fair housing matters. You can file a housing or lending discrimination lawsuit in either the federal district court or the New York State Supreme Court that covers the area where you live. Private fair housing

organizations often have panels of cooperating attorneys, and they may be able to refer you to an attorney.

The Fair Housing Initiative Program (FHIP) provides support to private non-profit organizations located throughout New York State and to strengthen HUD's partnership in enforcing and enhancing compliance with the nation's fair housing laws.

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

**Brooklyn Housing and Family Services, Inc.**

415 Albemarle Road  
Brooklyn, NY 11218-2351  
(718) 435-7585  
[www.brooklynhousing.org](http://www.brooklynhousing.org)

**Brooklyn Legal Services Corp. A**

260 Broadway, Suite 2  
Brooklyn, NY 11211-8344  
(718) 487-2300  
[www.bka.org](http://www.bka.org)

**Buffalo Urban League Inc.**

15 Genesee Street  
Buffalo, NY 14203  
(716) 250-2400  
[www.buffalourbanleague.org](http://www.buffalourbanleague.org)

**Fair Housing Council of Central New York, Inc.**

328 W. Fayette Street  
Syracuse, NY 13202-1265  
(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)

**The Housing Council**

75 College Avenue, 4th Floor  
Rochester, NY 14607-1009  
(585) 546-3700  
[www.thehousingcouncil.org](http://www.thehousingcouncil.org)

**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)

**Legal Services NYC**

36 Richmond Terrace, Suite 205  
Staten Island, NY 10301-1934  
  
349 East 149th Street, 10th Floor  
Bronx, NY 10451  
(917) 661-4500  
[www.legalservicesnyc.org](http://www.legalservicesnyc.org)

**Long Island Housing Services, Inc.**

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

**New Economy Project**

121 West 27th Street, Suite 804  
New York, NY 10001  
(212) 680-5100  
[www.neweconomynyc.org](http://www.neweconomynyc.org)

**MFY Legal Services, Inc.**

299 Broadway, 4th Floor  
New York, NY 10007  
(212) 417-3700  
www.mfy.org

**Westchester Residential Opportunities, Inc.**

470 Mamaroneck Avenue  
White Plains, NY 10605  
(914) 428-4507  
www.wroinc.org

**When Do I Have to File a Complaint?**

Courts and agencies have deadlines, known as a “statute of limitations,” by which you must file a complaint in order to protect your rights. You have one year from the date the discriminatory act occurred to file an administrative complaint with the State Division of Human Rights, the U.S. Department of Housing and Urban Development, or the Superintendent of Banks. You have two years to file a lawsuit under the federal Fair Housing Act. You have three years under the federal Civil Rights Act and five years under the federal Equal Credit Opportunity Act to file a lawsuit.

You have three years to file a lawsuit directly in state court under the Human Rights Law. However, if you first file a complaint with the Division of Human Rights, your right to proceed in court may be limited unless the Division case is dismissed for administrative convenience or annulment of the election of remedies.

If you need immediate action to protect your right to buy or rent the particular housing in question, the Human Rights Law permits the Division of Human Rights to act immediately. Alternatively, you can file a lawsuit yourself and seek a temporary restraining order in a court. When you want to protect your right to buy or lease the particular housing in question, you should file your complaint right away.



**NEW YORK STATE  
DIVISION OF HUMAN RIGHTS  
ONE FORDHAM PLAZA, 4TH FLOOR  
BRONX, NEW YORK 10458  
(888) 392-3644  
WWW.DHR.NY.GOV**



**Division of  
Human Rights**



# **EXHIBIT C**

**Laffey Fine Homes of New York**  
**COMPLAINT FORM**

**Instructions:**

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

**A. Complainant**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**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: \_\_\_\_\_

Copy to: State of New York  
Office of the Attorney General  
Civil Rights Bureau  
28 Liberty Street  
New York, NY 10005  
Civil.Rights@ag.ny.gov

You may also call for a complaint form or download a complaint form from:

State of New York  
Office of the Attorney General  
Civil Rights Bureau  
28 Liberty Street  
New York, NY 10005  
Tel.: (212) 416-8250  
Fax: (212) 416-6030  
Web Site: <https://ag.ny.gov/bureau/civil-rights>

ATTORNEY GENERAL OF THE STATE OF NEW YORK  
CIVIL RIGHTS BUREAU

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

Assurance No. 21-038

Laffey Fine Homes of New York LLC, d/b/a Laffey Real  
Estate.  
-----X

**AMENDMENT TO  
ASSURANCE OF DISCONTINUANCE**

1. This amendment (the "Amendment") is made by The Office of the Attorney General of the State of New York (OAG) and Laffey Fine Homes of New York LLC, d/b/a Laffey Real Estate (LRE), parties to the Assurance of Discontinuance No. 21-038, executed on September 17, 2021 (the "AOD").

2. Pursuant to Paragraph 43 of the AOD, Paragraph 16 of the AOD is amended to read as follows:

In consideration of the making and execution of this Assurance, LRE shall make a payment to Suffolk County in the amount of thirty-five thousand dollars (\$35,000). The payment shall be made in full by April 29, 2022. The funds will be used by Suffolk County to conduct fair housing testing that includes any LRE branch or Agent, without prior notice, throughout the duration of this Assurance.

3. Within two (2) business days after this Amendment is executed, the OAG shall void the check made payable to Nassau County and tendered by LRE on or about December 23, 2021, and email a photocopy of the voided check to LRE's counsel.

4. Except as set forth in this Amendment, the AOD is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the AOD, the term of this Amendment shall prevail.

IN WITNESS THEREOF, the undersigned subscribe their names:

Dated: New York, New York  
April 12, 2022

Laffey Fine Homes of New York LLC, d/b/a  
Laffey Real Estate,  
55 Northern Blvd., Ste 201  
Greenvale, NY 11548

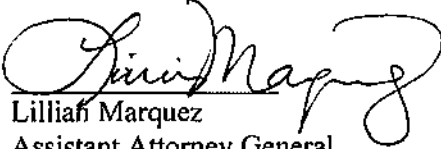
By: 

Mark Laffey  
Principal Member, Real Estate Broker

CONSENTED TO:

Dated: New York, New York  
April 13, 2022

LETITIA JAMES  
Attorney General of the State of New York

By:   
Lilliah Marquez  
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