

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY**



**CONCILIATION AGREEMENT**

BETWEEN

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

LONG ISLAND HOUSING SERVICES, INC.  
COMPLAINANT

AND

FARMINGDALE VILLAS, LLC  
RESPONDENT

AND

LEONARD GENOVA  
RESPONDENT

AND

JEROME GENOVA  
RESPONDENT

AND

SONYA ALONSO  
RESPONDENT

**TITLE VIII CASE NUMBER: 02-20-4894-8**

## **I. PARTIES AND SUBJECT PROPERTY**

This Conciliation Agreement (“Agreement”) is entered into by the United States Department of Housing and Urban Development (“HUD” or the “Department”), Long Island Housing Services, Inc. (“Complainant”) and Farmingdale Villas LLC, Leonard Genova, Jerome Genova, and Sonya Alonso (collectively “Respondents”).

### Complainant

Long Island Housing Services, Inc.  
640 Johnson Ave., Suite 8  
Bohemia, NY 11716

Representing Complainant:  
Eun J. Torres, Esq.  
Long Island Housing Services, Inc.  
640 Johnson Avenue, Suite 8  
Bohemia, NY 11716-2624

### Respondents

Farmingdale Villas, LLC.  
300 Genova Court  
Farmingdale, NY 11735

Leonard Genova  
300 Genova Court  
Farmingdale, NY 11735

Jerome Genova  
300 Genova Court  
Farmingdale, NY 11735

Sonya Alonso  
300 Genova Court  
Farmingdale, NY 11735

Representing Respondents:  
Michael Mason, Esq.  
Mason & Mason, P.C.  
394 Old Country Road  
Garden City, New York 11530

### Subject Property

Farmingdale Villas, LLC.  
300 Genova Court  
Farmingdale, NY 11735

## **II. STATEMENT OF FACTS**

Complainant, Long Island Housing Services, Inc., filed a housing discrimination complaint with the U.S. Department of Housing and Urban Development on January 17, 2020. Complainant alleges that Respondents, Farmingdale Villas, LLC, Leonard Genova, Jerome Genova, and Sonya Alonso, discriminated based on race in violation of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (the “Act”). Specifically, Complainant alleges Respondents gave different information to white and black testers who inquired about housing opportunities at the subject property.

Respondents deny the allegations and admit no wrongdoing but agree to settle the claims in the underlying action by entering into this Conciliation Agreement. This Agreement does not constitute a finding by the Department.

## **III. TERM OF AGREEMENT**

This Conciliation Agreement shall govern the conduct of the parties to it for a period of three (3) years from the effective date of the Agreement.

## **IV. EFFECTIVE DATE**

The Parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the Department through the Office of Fair Housing and Equal Opportunity (FHEO) Region II Director or his designee.

This Agreement shall become effective on the date on which it is approved by the FHEO Region II Director or his designee.

## **V. GENERAL PROVISIONS**

1. The Parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The Parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
2. Respondents acknowledge that they must comply with the Act, as amended in accordance with 42 U.S.C § 3602 *et seq.*, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
3. This Agreement, after it has been approved by the Director or his designee, is binding upon Respondents, their employees, heirs, successors, assigns and all others in active concert with them in the ownership, operation, or management of the Subject Property.
4. This Agreement shall not be offered, used, or considered as evidence in any other proceeding of any type against or involving Respondents, except to the extent necessary to enforce the terms of this Agreement. Nothing in this Agreement shall be construed against or to the detriment of Respondents for any purpose.
5. The Parties acknowledge that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the Director or his designee, it is a public document.
6. This Agreement does not in any way limit or restrict the Department’s authority to investigate any other complaint involving the Respondents made pursuant to the Fair Housing Act, or any other complaint within the Department’s jurisdiction.

7. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the Director or his designee.
8. The Parties agree that the execution of this Agreement may be accomplished by the Parties' signatures on separate pages, and that the executed Signature Pages attached to the body of this Agreement constitute one document. Signatures may be submitted to the Department electronically or by mail.
9. Respondents' signatory hereby acknowledges that he/she/they has/have legal and binding authority to execute this Agreement on behalf of the named Respondents in this matter.
10. Complainant's signatory hereby acknowledges that he/she/they has/have legal and binding authority to execute this Agreement on behalf of the named Complainant in this matter.
11. Complainant hereby forever waives, releases, and covenants not to sue the Department, Respondents, or their heirs, executors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of Title VIII Case Number 02-20-4894-8, or which could have been filed in any action or suit arising from said subject matter.
12. Respondents hereby forever waive, release, and covenant not to sue the Department, Complainant, or its successors, assigns, agents, officers, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of Title VIII Case Number 02-20-4894-8 or which could have been filed in any action or suit arising from said subject matter, except nothing herein shall preclude Respondents from having standing to take public positions, or seek legislative or judicial relief concerning HUD policies on cases of this nature.

## **VI. SETTLEMENT TERMS**

### **A. Relief for Complainant**

Within ninety (90) days of the effective date of this Agreement:

1. Respondents agree to pay, and Complainant agrees to accept, a one-time payment of \$25,000.00.
  - a. In accordance with federal law, this amount shall be reported on Internal Revenue Service form 1099. The parties agree that any and all tax liabilities on this amount will be the sole responsibility of the Complainant.
  - b. Said payment will be made by Cashier's Check payable to Long Island Housing Services, Inc.
  - c. Said payment will be sent to:  
Long Island Housing Services, Inc.  
ATTN: Eun J. Torres, Esq.  
640 Johnson Avenue, Suite 8  
Bohemia, New York, 11716-2624

### **B. Relief in the Public Interest**

1. Respondent Farmingdale Villas agree to mandatory compliance monitoring by Complainant for the term of two (2) years from the date of the effective date of this Agreement. As part of the mandatory compliance monitoring, Complainant may analyze and assess Respondent Farmingdale Villas' website(s), advertisements, fair housing practices, and review Respondent Farmingdale Villas' non-discriminatory policies. If there are any findings or potential issues of housing discrimination, Complainant will inform the Department. Should the Department agree with the findings of issues of housing discrimination, Respondent Farmingdale Villas will be given thirty (30) calendar days to correct the alleged

discriminatory act. If Respondent Farmingdale Villas does not take a corrective measure after the notification of the violation, then Complainant will have the right to pursue any claims Complainant may have.

2. Respondent Farmingdale Villas agree to provide three (3) fair housing trainings to all Respondent Farmingdale Villas' employees who have contact with prospective and current tenants/applicants in the requirements of federal, state, and local fair housing laws. The first fair housing training must be conducted by December 31, 2020, and the name of the fair housing training provider must be approved by the Complainant, or fair housing training may be conducted by the U.S. Department of Housing and Urban Development. Complainant will attend the first training and address the issues that lead to this instant complaint. The second and third fair housing training must be conducted during Year 2 and Year 3 of this stipulation and must be provided to all Respondent Farmingdale Villas employees who have contact with prospective and current tenants/applicants in the requirements of federal, state and local fair housing laws. Respondent Farmingdale Villas agree to complete the Year 3 fair housing training at least ninety (90) days before the termination of this Agreement. All new employees who have contact with prospective and current tenants/applicants must participate in a fair housing training within thirty (30) days after beginning of employment.
  - a. For any fair housing training, Respondent Farmingdale Villas will notify Complainant twenty (20) business days prior of the date on which a training will be conducted to allow for the option of Complainant's attendance. Respondent Farmingdale Villas will maintain and provide the list of all attendee of the fair housing training for Year 1, Year 2 and Year 3 to Complainant within twenty (20) business days after the fair housing training. Respondent Farmingdale Villas must provide proof of fair housing training by all new employees who have contact with prospective and current tenants/ within twenty (20) business days after the fair housing training.
3. Within ninety (90) calendar days, Respondent Farmingdale Villas agree to prominently display the "Equal Housing Opportunity" logo at the office and on all of their documents related to real estate. Respondent Farmingdale Villas also agrees to include a statement on its real estate documents that Respondent Farmingdale Villas does not discriminate based on race, color, religion, national origin, sex, disability and familial status. This statement will include contact information for Complainant and/or the U.S. Department of Housing and Urban Development.
4. Within forty-five (45) calendar days of the effective date of this Agreement, Respondent Farmingdale Villas agrees to develop and maintain a non-discrimination policy that requires Respondent Farmingdale Villas and all employees to comply with federal, state and local fair housing laws. Complainant will provide Respondent Farmingdale Villas with a sample policy within ten (10) calendar days of the effective date of this Agreement.
  - a. The non-discrimination policy will be subject to review by Complainant. Respondent Farmingdale Villas will send the non-discrimination policy to the Complainant within forty-five (45) days of the effective date of this Agreement.
  - b. Respondent Farmingdale Villas will require that all current employees read and sign a copy of the nondiscrimination policy within ninety (90) days of the effective date of this Agreement.
  - c. Respondent Farmingdale Villas will require that all new employees read and sign a copy of the non-discrimination policy within thirty (30) days after beginning of employment.
  - d. Respondent Farmingdale Villas will require that all its employees shall sign a copy of the non-discrimination policies every year for three (3) years; the records of which will be retained by Respondent Farmingdale Villas and sent to Complainant for a period of three (3) years.
5. Within forty-five (45) calendar days of effective date of this Agreement, Respondent Farmingdale Villas agrees to include the following in its rental application: "We are committed to equal housing opportunity. We do not discriminate based on race, color, religion, national origin, sex, disability (physical or mental), familial status, creed." Respondent Farmingdale

Villas will also include the “equal housing opportunity” logo on the rental application. Respondent Farmingdale Villas agree to include the following information in its rental application: “If you feel that you may have been discriminated against by a landlord, housing manager/superintendent, any employees, broker or agents of the landlord or real estate broker/agent, you have the right to contact: Long Island Housing Services, Inc., 640 John Avenue, Suite 8, Bohemia, NY 11716; Telephone Number: (631) 567-5111; Website: [www.lifairhousing.org](http://www.lifairhousing.org).”

### **COMPENSATION FUND**

6. Within 30 days of the Effective Date of this Agreement, Respondents shall deposit \$10,000 into a third-party interest-bearing escrow account (“Compensation Fund”). The Compensation Fund shall be used solely to pay monetary claims to individuals who were denied housing, or received misinformation about the availability of housing, at Farmingdale Villas based on their race.
  - a. The Compensation Fund will remain in effect for a total of three (3) years from the date of its creation.
  - b. Within twenty (20) days of the Effective Date of this Agreement, and semi-annually for the entirety of the Compensation Fund’s existence, Respondents will advertise the Compensation Fund in the Farmingdale Observer, or other local media sources with general distribution in Farmingdale, New York. Respondents will inform the Department of which media sources they will be advertising in within ten (10) days of the Effective Date of this Agreement. Respondents shall bear all costs associated with the advertising of the Compensation Fund. Advertisements shall direct potential victims to contact Respondents for information on how to file a claim.
    - i. Respondents will create a claim form (“Claim Form”) to be completed by individuals who believe they were discriminated against by Respondents on the basis of race (“Claimant”). The Claim Form will address the following:
      - i. The race of the Claimant;
      - ii. When the Claimant inquired about housing at Farmingdale Villas;
      - iii. If the Claimant applied for housing at Farmingdale Villas;
      - iv. When the Claimant received a denial of housing from Farmingdale Villas, or why the Claimant did not apply for housing at Farmingdale Villas;
      - v. Proof the Claimant was otherwise qualified for housing at Farmingdale Villas;
      - vi. Why the Claimant believes s/he was denied housing, or received misinformation about the availability of housing from Farmingdale Villas on the basis of race; and
      - vii. A current mailing address.
    - ii. This Claim Form will be provided to Claimants within ten (10) days of the inquiry to Respondents regarding the Compensation Fund.
    - iii. Completed Claim Forms shall be returned to Respondents.
    - iv. Respondents will send Claim Forms to the Department within ten (10) days of receiving them. Claim Forms will be sent to:

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
ATTN: Farmingdale Villas Compensation Fund Claim  
26 Federal Plaza, Room 3532  
New York, NY 10278

- v. The Department will notify Respondents when each Claim has been assessed and provide information to Respondents about the release of funds from the Compensation Fund to the Claimant. Claimants who were found to have been given misinformation about the availability of housing based on their race will receive a payment of \$200.00 from the Compensation Fund. Claimants who applied for housing and were denied

based on their race will receive a payment of \$250.00 from the Compensation Fund. Respondents will maintain a list of all Claimants and whether their Claim Form was approved or denied.

- vi. Once the Department has notified Respondents to release funds to a Claimant, Respondents will release funds from the Compensation Fund to the Claimant within ten (10) business days.
- c. Within ten (10) days of the creation of the Compensation Fund, Respondents shall provide written certification of the \$10,000 deposit in said Compensation Fund to the Region II FHEO Director.
- d. Any interest that accrues to the Compensation Fund shall become part of the Compensation Fund and be used and disposed of as set forth herein.
- e. Any funds that remain in the Compensation Fund after the expiration of the three (3) year term will be returned to Respondents.

## VII. REPORTING AND RECORD KEEPING

1. Within ten (10) days of the effective date of this Agreement:
  - a. Complainant will provide Respondents with an example non-discrimination policy; and
  - b. Respondents will inform the Department of which media sources they will be advertising in
2. Within thirty (30) days of the effective date of this Agreement, Respondents will:
  - a. Deposit \$10,000 into a third-party interest-bearing escrow account (“Compensation Fund”)
    - i. Within ten (10) days of the Creation of the Compensation Fund, Respondents will:
      1. Provide written certification of the \$10,000 deposit in said Compensation Fund to the Region II FHEO Director
3. Within forty-five (45) days of the effective date of this Agreement, Respondents will:
  - a. Develop and maintain a non-discrimination policy,
  - b. Send the non-discrimination policy to Complainant for review, and
  - c. Include the following in its rental application: include the following in its rental application: “We are committed to equal housing opportunity. We do not discriminate based on race, color, religion, national origin, sex, disability (physical or mental), familial status, creed.” Respondent Farmingdale Villas will also include the “equal housing opportunity” logo on the rental application. Respondent Farmingdale Villas agree to include the following information in its rental application: “If you feel that you may have been discriminated against by a landlord, housing manager/superintendent, any employees, broker or agents of the landlord or real estate broker/agent, you have the right to contact: Long Island Housing Services, Inc., 640 John Avenue, Suite 8, Bohemia, NY 11716; Telephone Number: (631) 567-5111; Website: [www.lifairhousing.org](http://www.lifairhousing.org).”
4. Within ninety (90) days of the effective date of this Agreement, Respondents will:
  - a. Send Complainant a Cashier’s Check in the amount of \$25,000.00,
  - b. Prominently display the “Equal Housing Opportunity” logo at the office and on all of their documents related to real estate,
  - c. Include a statement on its real estate documents that Respondent Farmingdale Villas does not discriminate based on race, color, religion, national origin, sex, disability and familial status, and
  - d. Have all current Farmingdale Villas employees read and sign the non-discrimination policy
5. During the term of this Agreement, Respondents shall notify the Department of any formal complaint filed against them with a local, state, or federal agency regarding equal opportunity or discrimination in housing within ten (10) days of

receipt of any such complaint. Respondents shall provide a copy of the complaint with the notification to the Department. Respondents shall also promptly provide the Department with all information it may request concerning any such complaint and its actual or attempted resolution.

6. To document compliance with the terms of this Agreement, Respondents commit to provide the Department within seven (7) days after having fulfilled the last identified action in Sections VI. of this Agreement, with a letter certifying that all of the Conciliation's agreed conditions have been satisfied. It is further acknowledged that reporting requirements to HUD on completed actions will be strictly enforced.

All required notifications and documentations of compliance must be submitted to the Department as follows, unless otherwise indicated: Belinda Boxer [belinda.boxer@hud.gov](mailto:belinda.boxer@hud.gov).

## **VIII. MONITORING AND COMPLIANCE**

The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, the Department may review compliance with this Agreement. As part of such review, the Department may inspect the Subject Property, examine witnesses, and copy pertinent records of the Respondents. The Respondents agree to provide their full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

### **. CONSEQUENCES OF BREACH**

Whenever the Department has reasonable cause to believe that the Respondents have breached this Agreement, the matter may be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act. Pursuant to an order of the U.S. District Court Judge, attorney's fees may be awarded to the prevailing party.

Conciliation Agreement  
Long Island Housing Services, Inc. v. Farmingdale Villas LLC, et al.  
HUD No.: 02-20-4894-8

X. SIGNATURES



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Long Island Housing Services, Inc.  
Complainant

D to

APPROVAL



**5/22/20**

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Belinda Boxer  
Equal Opportunity Specialist  
Office of Fair Housing and Equal Opportunity

Date

**Tang-Chi Yeh**

**5/22/2020**

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Tang-Chi Yeh, Esq.  
Branch Chief, Enforcement Branch  
Office of Fair Housing and Equal Opportunity

Date



**5/22/2020**

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Jo-Ann Frey  
Region II Enforcement Director  
Office of Fair Housing and Equal Opportunity

Date



**5/22/2020**

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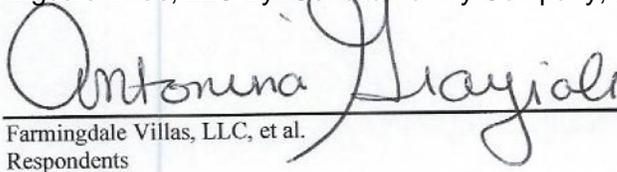
Jay Golden  
FHCO Region II Director  
Office of Fair Housing and Equal Opportunity

Date

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**XI. SIGNATURES**

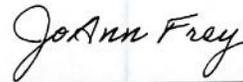
Farmingdale Villas, LLC By: Genova Family Company, LLC, Its Manager, By: Antonina Grazioli, Its Manager:

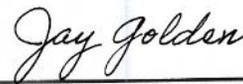
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Respondents

APPROVAL

 5/22/20  
Date  
Belinda Boxer  
Equal Opportunity Specialist  
Office of Fair Housing and Equal Opportunity

Tang-Chi Yeh 5/22/2020  
Date  
Tang-Chi Yeh, Esq.  
Branch Chief, Enforcement Branch  
Office of Fair Housing and Equal Opportunity

 5/22/2020  
Date  
Jo-Ann Frey  
NY FHEO Center Director  
Office of Fair Housing and Equal Opportunity

 5/22/2020  
Date  
Jay Golden  
FHEO Region II Director  
Office of Fair Housing and Equal Opportunity