**UNITED STATES DISTRICT COURT**
**WESTERN DISTRICT OF NEW YORK**

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| HOUSING OPPORTUNITIES MADE EQUAL INC.,<br>Plaintiff,<br>vs.<br>AVANT REALTY LLC, AND CHARLES GLANDER,<br>Defendants. | Civil Action No. 1:25-cv-40-JLS-LGF |

**STIPULATION OF SETTLEMENT**

WHEREAS, Housing Opportunities Made Equal, Inc. ("Plaintiff") filed this action against Avant Realty LLC and Charles Glander ("Defendants") on January 13, 2025 alleging, *inter alia,* that Defendants violated the Fair Housing Act and New York State Human Rights Law by discriminating in the terms, conditions and representations made regarding housing accommodations based on race (ECF No. 2);

WHEREAS, Defendants filed an Answer denying the allegations of wrongdoing and liability (ECF No. 14), and by entering this Agreement, do not intend to admit same;

WHEREAS, Plaintiff and Defendants ("Parties") have discussed the allegations in the Complaint and agree that this action should be settled without protracted and costly litigation;

WHEREAS, the Parties desire to settle fully and finally this disagreement and dispute, and to resolve any and all other disputes or other matters arising out of, or connected with the allegations giving rise to this action;

**NOW, THEREFORE,** the Parties hereby **AGREE** that:

## I. MONETARY RELIEF

1. Defendants shall pay Plaintiff the total sum of $10,000. The payment shall be made payable to "Housing Opportunities Made Equal" in full and final settlement of Plaintiff's claims asserted in this action. Defendants shall deliver this payment to Plaintiff via Certified Mail, Signature Required, within ten (10) business days following the Court's signing and entry of this Proposed Order on the docket as an order of the Court ("Effective Date").

## II. INJUNCTIVE RELIEF

2. Defendants and their employees, associate brokers, sales persons, and any other agents of Defendants with responsibilities for renting and selling housing accommodations, including advertising, showing, and providing information about housing accommodations, and processing rental or sale applications ("Covered Agents"), shall not discriminate against persons on the basis of race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, status as a victim of domestic violence, lawful source of income or familial status regarding the sale or rental of dwellings and housing accommodations in violation of the federal Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, and the New York State Human Rights Law, New York Executive Law § 290 *et seq.*, in any manner, including without limitation:

a. Engaging in racial steering in any manner;

b. Failing to negotiate for the sale or rental of, or otherwise making unavailable, withholding, or denying a housing accommodation on the basis of race;

c. Discriminating in the terms, conditions, or privileges of sale or rental of a housing accommodation, or in the provision of services or facilities in connection therewith because of race; and

d. Refusing to sell, rent, or otherwise denying or withholding a housing accommodation or by representing that a housing accommodation is not available for inspection or sale when, in fact, it is so available because of race.

3. Defendants shall adopt the attached non-discrimination policy included as Exhibit 1 ("Policy") to this Agreement and adhere to the Policy throughout the term of this Agreement.

4. Defendants shall distribute their Policy to all Covered Agents and have each such person sign the Acknowledgement included as Exhibit 2 to this Agreement.

5. Defendants shall revise their existing or future Employment and Independent Contractor agreements to incorporate the terms of the Policy. Defendants shall require each Covered Agent, as described above, who is or becomes affiliated with Defendants during the term of this Agreement to sign the Acknowledgement included as Exhibit 2 to this Agreement.

6. On one occasion within one year following the Effective Date of this Agreement, Plaintiff shall provide one fair housing training to Defendants. Defendants shall inform all Covered Agents of this training and mandate their attendance at this training. The cost of this training will be covered by Defendants' payment of monetary relief as described in Paragraph 1 above.

7. This training shall include information about federal, state, and local fair housing laws as they relate to the rental and sale of housing accommodations, including but not limited to racial steering, and information on discrimination based on race.

8. On up to two (2) occasions during the duration of this Agreement, Defendants agree that Plaintiff may engage in future testing of Defendants' employees and Covered Agents. The cost of this testing will be covered by Defendants' payment of monetary relief as described in Paragraph 1 above.

9. Defendants shall retain all applications for the rental or sale of a housing accommodation for a period of two (2) years following the Effective Date of this Agreement. These records shall be maintained in a secure and accessible manner, ensuring their integrity and availability for inspection and copying by Plaintiff, as permitted by law. After the expiration of the two-year retention period, Defendants may destroy the records in accordance with standard record destruction procedures.

## III. TERM AND SCOPE OF AGREEMENT

10. This Agreement will last for a term of two years following its Effective Date.

11. This Agreement is made and entered into in the State of New York, and shall in all respects be interpreted, enforced, and governed under the laws of said State and any relevant federal law.

12. This Agreement shall be binding on Defendants and Plaintiff and any of their respective owners, employees, agents, representatives, officers, directors, heirs, assigns, subsidiaries, or successors in interest.

13. Any time limits for performance imposed by this Agreement may be extended by the mutual, written agreement of the Parties.

## IV. NON-DISPARAGEMENT

14. The Parties agree not to disparage one another by making any known false or intentionally misleading statements in writing or orally regarding the integrity, reputation, professional standing, or goodwill of either Party. The Parties acknowledge that both Parties enter into this Agreement in reliance on this representation. In light of this representation, any such disparagement will be considered a material breach of this Agreement.

## V. MUTUAL RELEASES

15. Within fourteen (14) days of the expiration of this Agreement, Plaintiff, by its counsel, shall file a Stipulation of Dismissal with Prejudice, providing for dismissal of all claims and defenses by and against Defendants, together with any and all Defendants' defenses and counterclaims against Plaintiff. Both sides shall bear their own attorneys' fees and costs.

16. In exchange for Defendants' agreement to the terms set forth above, Plaintiff hereby releases, acquits, and forever discharges Defendants, their past, present or future partners, officers, directors, employees, independent contractors, insurers, associate brokers, and sales persons, and Covered Agents, and all of the foregoing individuals' or entities' respective estates, heirs, executors, administrators, assigns and legal representatives, with prejudice and subject to the terms of this Agreement, from any and all claims, demands, causes of action, or liabilities, at law or in equity arising from the allegations in the Complaint.

17. Defendants hereby release, acquit, and forever discharge Plaintiff, with prejudice and subject to the terms of this Agreement, from any and all claims, demands, causes of action, or liabilities, at law or in equity, that Defendants could have brought against Plaintiff.

## VI. ENFORCEABILITY

18. Plaintiff shall notify Defendants of any alleged violation of the Agreement in writing. Defendants shall have ten (10) business days to cure such violation and thirty (30) days to notify Plaintiff, in writing, of how they have cured such violation. The Parties shall endeavor to act in good faith to resolve any disagreements arising under this Settlement Agreement and will only seek court intervention as a last resort.

19. If any provision of this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for

the part declared invalid or unenforceable by order of such court, unless the elimination of the invalid provision shall materially affect the intent of this Agreement. The Parties shall consult and use their best efforts to agree upon a valid and enforceable provision that shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

20. This Agreement is only effective when signed by all parties hereto, and when the Court enters an Order consistent with the Proposed Order set forth above.

Dated: April 4th, 2025

*/s/ Morenike Fajana*

Morenike Fajana*
Elizabeth Caldwell*
Rachel Kleinman
NAACP LEGAL DEFENSE &
EDUCATIONAL FUND, INC.
40 Rector St., FL 5,
New York, NY 10006
(212) 965-2259
mfajana@naacpldf.org
bcaldwell@naacpldf.org
rkleinman@naacpldf.org

*Admitted *pro hac vice*

*Counsel for Plaintiff*

*/s/ Douglas Falch*

Douglas Falch
PENINO & MOYNIHAN, LLP
1025 Westchester Avenue
Suite 403
White Plains, NY 10604
(914) 949-6996
dfalch@peninomoynihanlaw.com

*Counsel for Defendants*

# EXHIBIT 1

## NON-DISCRIMINATION POLICY

As part of Avant Realty LLC's continuing effort to ensure compliance with federal, state, and local anti-discrimination laws, we would like to take this opportunity to remind you of Avant's fair housing policy. It is important for each Avant employee, agent, associate broker, salesperson, and independent contractor to review his or her own actions in light of these requirements and for everyone to keep in mind the importance of treating all persons equally.

It is the policy and practice of Avant not to engage in or assist others in engaging in housing discrimination. Consistent with that policy, we remind you that the anti-discrimination laws of the United States and New York State are quite specific in the area of housing, and in conformance with those laws, you must not engage in any of the following conduct during the course of your work with Avant:

1. Engage in racial steering, which is the practice of showing home seekers different housing accommodations based on race and/or the racial makeup of a particular neighborhood, in any manner;

2. Fail to negotiate for the sale or rental of, or otherwise make unavailable, withhold, or deny a housing accommodation on the basis of race;

3. Discriminate in the terms, conditions, or privileges of sale or rental of a housing accommodation, or in the provision of services or facilities in connection therewith because of race; and

4. Refuse to sell, rent or otherwise deny or withhold a housing accommodation or represent that a housing accommodation is not available for inspection or sale when, in fact, it is so available, because of race.

Any action you take because of a prohibited basis that has the effect of making housing unavailable to persons protected under these laws constitutes a violation of federal, state, and local laws. Avant is firmly committed to the goal of fair housing. You should understand that any violation of this Non-Discrimination Policy will lead to discipline, up to and including termination of your contract with Avant.

**EXHIBIT 2**

**ACKNOWLEDGMENT AND AGREEMENT**

I acknowledge that I have received and read Avant's Non-Discrimination Policy. I agree to comply with the terms of the Policy and with all federal, state, and local housing discrimination laws.

_____
DATE

_____
EMPLOYEE/AGENT NAME (PRINT)

_____
EMPLOYEE/AGENT SIGNATURE

**UNITED STATES DISTRICT COURT**
**WESTERN DISTRICT OF NEW YORK**

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**PROPOSED ORDER**

Plaintiff HOME and Defendants Avant Realty LLC and Charles Glander (collectively, the "Parties") have reached a proposed resolution in this matter, subject to an Order of this Court.

1. The Parties have agreed to a Stipulation of Settlement ("Agreement"), a copy of which is attached hereto, along with its accompanying documents, Exhibits 1 and 2.

2. The Court shall have jurisdiction to enforce the Agreement, the terms of which are incorporated into this Order as if fully set forth herein.

3. The Court has reviewed the Agreement and finds it just and reasonable.

**SO ORDERED on _____.**

_____

**United States District Judge**