

No. 18-1212

IN THE
United States Court of Appeals
FOR THE THIRD CIRCUIT

MARIE CURTO, DIANA LUSARDI, AND STEVE LUSARDI,
Plaintiffs-Appellants,

v.

A COUNTRY PLACE CONDOMINIUM ASSOCIATION, INC.,
Defendant-Appellee.

On Appeal from the United States District Court
for the District of New Jersey
Civil Action No. 16-CV-5928
(The Honorable Brian R. Martinotti)

BRIEF FOR APPELLANTS AND JOINT APPENDIX VOL. 1, P.P. JA001-014

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JURISDICTION

The United States District Court for the District of New Jersey exercised jurisdiction over this federal-question action pursuant to 28 U.S.C. § 1331. This Court has jurisdiction to review the district court's entry of summary judgment pursuant to 28 U.S.C. § 1291.

STATEMENT OF THE ISSUE

Whether the district court erred in concluding that a condominium association did not engage in sex discrimination in violation of the Fair Housing Act by imposing a policy that limits when residents may use a communal swimming pool based explicitly and exclusively on the residents' gender. *See* JA12.

STATEMENT OF RELATED CASES AND PROCEEDINGS

This case has not previously been before this Court. The January 31, 2018, Order and Opinion that are the subject of this appeal granted summary judgment on all federal claims, declined to exercise supplemental jurisdiction over the state law claims, and remanded the state law claims to the Superior Court of New Jersey, Ocean County. The proceedings in state court have been stayed pending this appeal. Plaintiffs are aware of no other case or proceeding that is related, completed, pending or about to be presented before this court or any other court or agency.

STATEMENT OF THE CASE

A. Proceedings Below

Plaintiffs initiated this action via an Order to Show Cause with Temporary Restraints and a Verified Complaint filed on August 29, 2016, in the Superior Court of New Jersey, Law Division, Ocean County. DDE #1-2 & 6. The matter was removed to the U.S. District Court for the District of New Jersey on September 26, 2016. DDE #1-2 & 6. The Verified Complaint was amended on April 19, 2017, by consent. JA22; DDE #24-25. Defendant filed an Answer to the Amended Complaint on April 20, 2017. JA37; DDE #26.

Plaintiffs Marie Curto, Diana Lusardi, and Steve Lusardi—residents of the community known as “A Country Place” in Lakewood, New Jersey—allege that the governing condominium association, Defendant A Country Place Condominium Association, Inc. (ACP), violated their rights by instituting a gender-segregated pool schedule at the community pool. JA22. Count I alleges violation of the Fair Housing Act (FHA), 42 U.S.C. § 3601 *et seq.*; Count II alleges violation of the New Jersey Law Against Discrimination; Count III alleges violation of the Horizontal Property Act, N.J.S.A. 46:8A-2. JA31-35 (Am. Compl. 10-14).

The parties agreed to engage in liability discovery and then file dispositive motions on threshold issues of law. DDE #14 & 23. Plaintiffs moved for partial summary judgment on Counts I and III of the Amended Complaint. Specifically,

Plaintiffs sought an order: (a) granting permanent injunctive relief prohibiting Defendant from directly or indirectly proposing, implementing, or enforcing common area gender segregation rules, regulations, by-laws, and/or changes to the master deed; (b) granting permanent injunctive relief prohibiting Defendant from issuing violation notices, fines, or sanctions—monetary or otherwise—when males use the community pool in the presence of females, or when females use the community pool in the presence of males; (c) voiding past and present pool schedules segregated by gender and any previous violation notices, fines, or sanctions—monetary or otherwise—issued to any person for violation of the pool schedules segregated by gender; and/or (d) voiding *ab initio* the violation notices and fines issued on June 28, 2016, to Plaintiff Marie Curto and Plaintiffs Steve and Diana Lusardi. DDE #27. ACP also moved for summary judgment, seeking dismissal of the Amended Complaint in its entirety. DDE #28.

By Order and Opinion dated January 31, 2018, the district court denied Plaintiffs' motion and granted ACP's motion in part as to Count I of the Amended Complaint, ruling that the gender segregated pool schedule is not discriminatory because "the gender-segregated schedule applies to men and women equally." JA2, 4, 12. The district court declined to exercise supplemental jurisdiction over the state law claims, denied the remainder of both motions as moot, and remanded the state law claims to the Superior Court of New Jersey, Ocean County. JA2, 4, 9-10.

Plaintiffs filed a Notice of Appeal of the January 31, 2018, Order on January 31, 2018. JA1.

B. The Parties and the Community

A Country Place is a “55 and over” age-restricted community comprising 376 condominium units. JA25 & JA39 (Am. Compl. & Ans. ¶27); JA75 (Engleman Dep. 10:15-17). The community was established and is operated under the Horizontal Property Act, N.J.S.A. 46:8A-1 *et seq.* JA53, 59 & 68 (Def.’s Resp. Interrog. Nos. 4, 5). The governing condominium association, ACP, is a non-profit corporation organized under the laws of the State of New Jersey. JA22 & 37 (Am. Compl. & Ans. ¶1). ACP is not organized as a religious society or congregation. JA55 & 66 (Def.’s Resp. Req. Admis. Nos. 4, 5). Rather, the ACP Board generally asserts that the majority of owners are Jewish Orthodox. *Id.*

Plaintiffs Steve Lusardi and Diana Lusardi (collectively “the Lusardis”) own a unit in A Country Place and were 69 and 70 years old, respectively, when this case was initiated. JA23 & 37-38 (Am. Compl. & Ans. ¶¶7-9). One of the reasons they purchased their current residence was so they could use the pool together. JA24 (Am. Compl. ¶15). Diana Lusardi suffered two strokes in 2013 and has a physical disability as a result. JA24 (Am. Compl. ¶16). The Lusardis intended to conduct “pool therapy” to aid her rehabilitation. JA24 (Am. Compl. ¶17).

Plaintiff Marie Curto also owns a unit in A Country Place and was 60 years old at the time the complaint in this matter was filed. JA28 & 41 (Am. Compl. & Ans. ¶¶59, 60). Curto works Monday through Friday, 8:30 a.m. to 4:30 p.m. JA29-30 (Am. Comp. ¶¶68-70). On weekdays, she has very little opportunity to use the pool because women are largely prohibited from swimming in the evening. JA30 (Am. Compl. ¶¶71-72); JA156 & 158 (2016 pool schedules). In addition, Curto bought a unit in the community, in part, so that she could swim with her family, including her son, grandson, and other relatives. JA28 & 30 (Am. Compl. ¶¶61, 72); JA196 (Curto Dep. 106:10-22). The pool schedule, however, limits her ability to do so. *Id.*; JA156 & 158 (2016 pool schedules).

ACP's designated representative is Fayge Engleman, Board Trustee and Treasurer. JA53, 58 (Def.'s Resp. Interrog. No. 2); JA61 (Def.'s Resp. Interrog. At 10); JA75 (Engleman Dep. 9:3-14). ACP admits that the Federal Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, applies to condominium associations. JA66 (Def.'s Resp. Req. Admis. No. 3). ACP also admits that the subject swimming pool is a "general common element" as outlined in the controlling master deed and as defined in N.J.S.A. 46:8A-2. JA55 & 66 (Def.'s Resp. Req. Admis. Nos. 1, 2). The community houses three main common facilities: the swimming pool, an exercise room, and a clubhouse. JA75 (Engleman Dep. 12:5-14). The association/maintenance fee for the community is \$215.00 per month. JA75 (Engleman Dep. 10:18-20).

As of the beginning of 2016, the relevant bylaws, as amended, governing the community were dated May 14, 2010. JA76 (Engleman Dep. 15:4-17); JA113. The by-laws state as follows:

16. **RULES OF CONDUCT.** Rules and regulations concerning the use and occupancy of the dwelling units and common areas and facilities may be promulgated and amended by the Board of Directors with the approval of a majority of votes cast by members. Copies of such rules and regulations shall be furnished by the Board of Directors to each member prior to the time when the same shall become effective.

* * *

19. **ASSESSMENT OF FINES.** The Board of Directors shall have the authority to assess fines for the violation of any of the provisions of the Master Deed, By-Laws, or Rules & Regulations.

JA130. The by-laws, however, do not contain any specific provisions relating to the amount in fines that may issue for a particular violation, a system for the imposition of fines, or a dispute-resolution procedure for challenging fines. JA113-130.

The community rules and regulations entitled “General Information and Regulations of A Country Place Condominium Association,” dated September 2008, also contain broad provisions governing pool usage. JA135; JA78 (Engleman Dep. 22:3-23:4). They do not mention gender segregation, but state simply that “[u]se of the pool is limited to residents and their guests. Badges may be obtained at the office. The pool rules are posted poolside.” JA141. The pool schedule is also posted (a) on

the doors to the clubhouse and pool area, (b) on the community bulletin board, and (c) in the community's newsletter, "[The] Country Caller." JA80-81 (Engleman Dep. 32:16-33:05). The rules are updated yearly. JA78 (Engleman Dep. 23:11-23:22).

C. Gender-Segregated Pool Hours

In June of 2011, the ACP Board began implementing gender-segregated pool hours. JA78-79 (Engleman Dep. 24:18-26:4). According to Defendant, this change was made in response to the community's growing Orthodox Jewish population. Engleman testified that "[the Board] started instituting special hours. And as the years went along, as the orthodox population increased, we amended the hours." JA78-79 (Engleman Dep. 25:21-26:7); JA144-153 (2011, 2012-2015 pool schedules). Over the years, the segregated hours expanded while the integrated hours shrunk. JA144-153 (2011, 2013-2015 pool schedules).

In 2016, the pool was opened in late May or early June. JA75-76 (Engleman Dep. 12:21-13:4). The "Pool schedule and rules for Summer 2016" provided that the pool was open from 8:00 a.m. to 9:00 p.m. daily. JA154. The rules further stated that "[h]ours of use are posted" and instructed residents to "[p]lease comply to give everyone the opportunity to enjoy the pool." *Id.* From approximately June 2016 to the present, the pool schedule has mandated gender-segregated pool use at all times, with the exception of Saturdays and from 1:00 p.m. to 3:00 p.m. Sunday through

Friday. JA156 (2016 pool schedule). At a closed meeting after the start of the 2016 season, the Board modified the pool schedule, effective July 17, 2016, to provide more swim time for adult female residents. JA157-158; JA90-91 (Engleman Dep. 71:20-76:14). The overall number of segregated and integrated hours, however, remained unchanged. JA157-158. During “Ladies Swim” men are not permitted to use the pool or pool deck. JA98 (Engleman Dep. 104:2-8). During “Mens Swim” women are not permitted to use the pool or pool deck. JA98 (Engleman Dep. 104:9-12).

The initial 2016 Pool Schedule, JA156, is as follows:

A Country Place Pool Schedule 2016

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Ladies Swim	Ladies Swim	Ladies Swim	Ladies Swim	Ladies Swim	Ladies Swim	8:00-11:00am
	Mens Swim	Mens Swim	Mens Swim	Mens Swim	Mens Swim	Mens Swim	11:00am-1:00pm
All Residents	All Residents	All Residents	All Residents	All Residents	All Residents	All Residents	1:00-3:00pm
Adults Only	Ladies Swim Adult Residents Only					Ladies Swim	All Residents All Day
	Ladies Swim					Mens Swim	3:00
	Ladies Swim	Mens Swim	Ladies Swim	Mens Swim	Ladies Swim		4:00
	Ladies Swim	Mens Swim	Ladies Swim	Mens Swim	Ladies Swim		5:00
	Mens Swim						6:45
							9:00pm

The modified 2016 Pool Schedule, effective July 17, 2016, JA158, is as follows:

A Country Place Pool Schedule 2016							<u>effective - July 17, 2016</u>	
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
8:00-11:00am	Ladies Swim	Ladies Swim	Ladies Swim	Ladies Swim	Ladies Swim	Ladies Swim		8:00-11:00am
11:00am-1:00pm	Mens Swim	Mens Swim	Mens Swim	Mens Swim	Mens Swim	Mens Swim		11:00am-1:00pm
All Residents 1:00-3:00pm	All Residents	All Residents	All Residents	All Residents	All Residents	All Residents		1:00-3:00pm
3:00-4:00pm	<u>Ladies Swim</u> <u>Adult Residents Only</u>	<u>Ladies Swim</u>				Ladies Swim	All Residents All Day	3:00-4:00pm
4:00-5:00pm	Ladies Swim	<u>Adult Residents Only</u>				Mens Swim		4:00-5:00pm
5:00-6:00pm		Mens Swim	Ladies Swim	Mens Swim	Ladies Swim			5:00-6:00pm
6:00-6:45pm	Mens Swim	Swim		Swim	Swim		6:00-6:45pm	
6:45-9:00pm	Swim						6:45-9:00pm	
			Mens Swim					

Guests are allowed if accompanied by resident - except at designated hours.
 CHILDREN MUST BE ACCOMPANIED BY A RESIDENT

Under the initial 2016 Pool Schedule, women were prohibited from swimming during 31.75 “Mens Swim” hours per week; men were prohibited from swimming during 34.25 “Ladies Swim” hours per week. JA156. Under the modified 2016 Pool Schedule, women are prohibited from swimming during 32.5 “Mens Swim” hours per week and men are prohibited from swimming during 33.5 “Ladies Swim” hours per week. JA158. Under both 2016 Pool Schedules, from Sunday through Friday, just 15 percent of swim hours (12 of 78 hours) are open to all residents. *Id.* Of the total 91 swim hours throughout the week, 66 hours are segregated by gender.

Though residents complained of the limited “mixed gender/open swimming,” the Board did not consider providing more integrated swim time. JA90-91 (Engleman Dep. 71:20-76:14); *see* JA157-158 (Board meeting minutes & revised 2016 schedule). The Board did not consider any faiths or religious beliefs other than the Orthodox Jewish faith when implementing the pool schedule. JA98 (Engleman Dep. 101:5-102:13). Engleman testified that she was aware that some married couples preferred to be together all the time; however, the Board did not consider such married couples when crafting the pool schedule. JA100 (Engleman Dep. 110:19-111:3). Engleman also could not state whether the Board considered people with disabilities or working women when implementing the pool schedule. JA98, 100 (Engleman Dep. 101:22-102:13, 111:7-10).

Engleman testified that the pool is open to everyone on Saturday because “orthodox don’t go swimming on Saturday. From . . . Friday sundown to Saturday sundown we do not go swimming.” JA85 (Engleman Dep. 49:12-16). Similarly, on Fridays, “Mens Swim” is 4:00 p.m. to 9:00 p.m. “because the ladies are ready -- are busy getting ready for the sabbath. . . . The house has to be prepared so that’s the lady’s job.” JA85 (Engleman Dep. 49:22-50:7). In addition to restricting swimming, under ACP’s rules, a man would not be permitted to play music with a woman’s singing voice at the pool during “Mens Swim” because the modesty beliefs of some residents provide that “[a] lady never sings in the presence of a man, only her

husband. . . . A lady's voice should never be heard." JA99 (Engleman Dep. 107:17-108:11).

D. The Fines and the Association's Conduct

At the start of the 2016 season, the Regulations of the Association as well as the "Pool schedule and rules for Summer 2016" did not indicate anywhere that fines would be imposed for violating the posted pool rules or the gender-segregated schedule. JA135-143, 154-158.

On June 15, 2016, a resident identified as Rabbi Perr reported to the ACP Board that Curto was swimming at 12:00 p.m. during "men swim hours" and refused to leave. JA159 (ACP email documenting Curto's refusal to leave pool); JA83-84 (Engleman Dep. 41:7-46:13). The Board documented the incident. *Id.* The Lusardis, meanwhile, made various attempts to discuss the issue with the ACP Board. On June 16, 2016, the Lusardis attended a Board meeting and Mr. Lusardi read a statement. JA160-161; JA84-86 (Engleman Dep. 47:4-53:16). In the statement, Mr. Lusardi informed the Board that he had moved to A Country Place because the pool would be therapeutic for his wife, who has a disability. Mr. Lusardi asked the Board to explain its implementation of the schedule and specifically advised the Board that federal law prohibits discrimination based on gender. JA160-161.

In the weeks following the June 16, 2016, meeting, Mr. Lusardi and Curto used the pool during gender-segregated hours and were fined \$50 per household by

the Board. JA162-166; JA86-89 (Engleman Dep. 55:16-58:18; 61:5-62:12; 64:10-16; 65:11-67:19). The violation notices merely stated that they were being fined for “Violation of Pool Policy” and for disregarding “specific regulations put in place to make our pool a place where people can enjoy.” JA163 & 165. APC also sent both Curto and the Lusardi household invoices for the \$50 fines, again indicating that they were being sanctioned for “disregarding specific regulations put in place to make our pool a place where people can enjoy.” JA164 & 166.

In response to the fine, Mr. Lusardi advised the Board by letter dated July 1, 2016, that the by-laws contained no provisions regarding violations, the fining process, or fines for particular offenses. JA167-168; JA89-90 (Engleman Dep. 67:24-71:19). On July 27, 2016, he received a letter from the Board. JA176; JA93-94 (Engleman Dep. 84:6-88:14). The letter did not address under whose authority the fines were devised or issued, other than stating that “ACP is a private Association and as per counsel we are well within our rights to serve the vast majority of the community (even though we also provide and are considerate for the minority).” JA176. The letter accused Mr. Lusardi of being “inconsiderate of the majority and wish[ing] for minority rule,” and proclaimed, “[t]hat is not our community.” *Id.*

Similarly, after Curto received a fine, she made three written requests between June 28, 2016, and July 21, 2016, for a meeting with the Board to dispute the fine and discuss the pool hours. JA169-175; JA91-93 (Engleman Dep. 76:18-83:16). On

July 21, 2016, the Board replied to her e-mail, stating that: (1) the Board was unable to meet with her; (2) the “pool [hours] meet the requirements of current residents”; and (3) the fine was issued on Friday, June 24, 2016, because she had refused to leave the pool during men’s swimming hours. JA171. On July 27, 2016, the Board further responded to Curto’s concerns regarding the pool hours as follows:

It is you that is unfair to the vast majority of our residents. The vast majority of people would not want any mixed gender swim hours at all. That is the community you live in.

...

The vast majority of people would abolish any mixed swimming, because that is the will of the majority. As an accommodation to the minority, you have almost 30 percent of the hours as well as women can always come during women’s hours and men during men’s hours. To give you more on Sunday would be to take away from the majority (much more than 70% of people).

JA174.

In August 2016, a notice was published to all members of the community in *The Country Caller*. JA177; JA95 (Engleman Dep. 91:15-92:9). The notice appeared to be directed in large part toward Curto and the Lusardis. *Id.* The notice sets out a series of escalating fines in the amounts of \$50, \$100, and \$250 for violations of pool rules, stating:

Another fee which we impose which has been oft discussed is a sliding scale fee where you restrict the rights of other Homeowners. This violates the basic acceptance

of the rights of others, which you feel your rights have priority to others. The vast majority of Homeowners have asked for separate swimming hours. They have also asked for separate hours for only adult resident swimming. We have provided that as well as provided All resident mixed swim for those few who want it. We have done that in an equitable and fair manner.

When there is a blatant violation we have imposed a sliding scale. \$50 the first offense, \$100 the second offense and \$250 the third offense. People have paid the fees and have agreed to live in according to the will of the vast majority. We ask that you respect people's religious and cultural preferences so that an issue of a fine never comes up. Our pool, for example, cannot support or be pleasurable when grandparents bring more than 3-4 grandchildren or when during separate hours you decide to intrude and cause people to have to leave because you violate their religious beliefs. During Adult Resident swim time, please don't come with your daughters or granddaughters or friends. Please have respect and courtesy. This is a private association of senior Homeowners, not a public action park.

JA177. Before August 2016, there was no schedule of fines. JA77 (Engleman Dep. 20:2-13). To date, the pool hours and fine schedule remain essentially unchanged.

SUMMARY OF ARGUMENT

Discrimination is often couched in neutral language or belied by benign explanation. Here it is not. This case concerns a condominium association's explicit policy of conditioning use of the association's communal pool on a swimmer's gender. The policy bans women from using the pool during certain hours and men from using the pool during others. Its exclusive purpose and uncontroverted

consequence is to classify and separate the residents of ACP along gender lines. The policy discriminates on its face, without apology or pretext, in glaring violation of the FHA.

More than a half-century after the Supreme Court consigned “separate but equal” to the disgraced anti-canon of our nation’s jurisprudence, the district court approved ACP’s gender-segregation policy, reasoning that the “gender-segregated schedule applies to men and women equally.” JA12. Factually and legally, the district court was mistaken. The schedule does not, in fact, burden the men and women of ACP in equal measure. For example, women may not use the pool during weekday evenings from roughly 6:00 pm to 9:00 pm—when a person with a traditional work schedule might be free to swim. Moreover, a regime of overt, dual discrimination is not saved by its perceived symmetry. Confronted with a facially discriminatory policy such as the swimming schedule in this case, a court need not search for a differential effect on a particular group. Uneven impact can indicate that a neutral policy discriminates. But a policy that dictates gender-based treatment by its express terms is immediately and inherently discriminatory.

By letter and design, ACP’s pool-use rules treat men and women differently. ACP issued fines to the Plaintiffs for no reason but that they swam at times not designated for their gender. The policy violates the FHA and undermines the law’s promise that discrimination finds no harbor in the places we call home.

STANDARD OF REVIEW

In the district court, both parties moved for summary judgment under Rule 56 of the Federal Rules of Civil Procedure. Plaintiffs appeal the district court's grant of summary judgment in the Defendant's favor, and this Court's review is *de novo*. *Montone v. City of Jersey City*, 709 F.3d 181, 189 (3d Cir. 2013). Courts "exercise plenary review over an order resolving cross-motions for summary judgment," *Tristani ex rel. Karnes v. Richman*, 652 F.3d 360, 366 (3d Cir. 2011), and use "the same standard that the lower court was obligated to apply under Rule 56," *Auto-Owners Ins. Co. v. Stevens & Ricci Inc.*, 835 F.3d 388, 402 (3d Cir. 2016). As such, the grant of summary judgment may only be affirmed if "no genuine dispute exists as to any material fact, and [the defendant is] entitled to judgment as a matter of law." *Montone*, 709 F.3d at 189 (citing Fed. R. Civ. P. 56(a)). This Court must draw "all reasonable inferences in favor of [the plaintiffs]" and "disregard evidence [favorable to the defendant that] the jury is not required to believe." *Hill v. City of Scranton*, 411 F.3d 118, 129 n.16 (3d Cir. 2005) (citing *Reeves v. Sanderson Plumbing Prods., Inc.*, 530 U.S. 133, 150 (2000)).

ARGUMENT

I. IMPOSING A GENDER-SEGREGATED POOL-USE POLICY ON MEMBERS OF A CONDOMINIUM ASSOCIATION VIOLATES THE FAIR HOUSING ACT'S PROHIBITION ON SEX-BASED DISPARATE TREATMENT.

ACP devised a pool schedule that purposefully and plainly applies different rules to men and women. In other words, the policy discriminates on its face. But for Plaintiff Marie Curto's gender, she would be permitted to swim on weekday evenings after she gets home from work—hours ACP reserves for men only. JA 30 (Am. Compl. ¶¶71-72); JA156 & 158 (2016 pool schedules). She would not have been fined \$50 for using the pool during "Mens Swim." JA162-163, 166; JA86-87 (Engleman Dep. 55:16-58:18). But for Plaintiff Steve Lusardi's gender, he would be permitted to conduct swim therapy with his wife, Diane Lusardi, who has a physical disability, regularly—not just during the windows marked for gender-integrated swimming. JA24 (Am. Compl. ¶17). He would not have been fined \$50 for using the pool during "Ladies Swim." JA164-165; JA88-89 (Engleman Dep. 61:5-62:12; 64:10-16; 65:11-67:19).

Instead of applying the simple facial-discrimination test these facts cry out for—which asks whether the policy explicitly treats men and women differently—the district court relied on a single, inapposite case involving a facially neutral zoning ordinance, *Doe v. City of Butler*, 892 F.2d 315 (3d Cir. 1989), and applied its

equally inapposite disparate-impact analysis. JA11-12. The disparate-impact analysis probes whether a facially neutral policy falls more harshly on members of a protected class. *Id.* at 323. Even if this were the correct question, the district court’s answer was wrong. ACP’s pool policy does not “appl[y] to men and women equally.” JA12. ACP’s gender-segregated pool schedule is inconsistent with the values of a free and equal society and unlawful under the FHA.

A. Classifying and Separating Individuals According to Gender Is Paradigmatic Disparate Treatment.

Congress enacted the FHA fifty years ago to effectuate “the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States.” 42 U.S.C. § 3601; *see Trafficante v. Metro. Life Ins. Co.*, 409 U.S. 205, 211 (1972) (noting the FHA’s purpose to promote “truly integrated and balanced living patterns”) (citation omitted). In its original form, the FHA prohibited discrimination on the basis of race, color, religion, and national origin. Pub. L. No. 90–284, § 804, 82 Stat. 83 (1968). Congress passed an amendment adding “sex” as a protected class in 1974. *See* Housing and Community Development Act of 1974, Pub. L. No. 93-383, § 808(b), 88 Stat. 729. Commensurate with its sweeping mission to eradicate discrimination in housing, courts afford the FHA “a generous construction.” *Trafficante*, 409 U.S. at 212; *see also Resident Advisory Bd. v. Rizzo*, 564 F.2d 126, 147 (3d Cir. 1977).

To the same end, the FHA takes aim at discrimination in many shapes. At least two are relevant to this case. First, section 3604(b) makes it unlawful to “discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin.” 42 U.S.C. § 3604(b). As the U.S. Department of Housing and Urban Development’s (HUD) implementing regulations clarify, “[l]imiting the use of privileges, services or facilities associated with a dwelling” on the basis of a protected characteristic is prohibited within the scope of section 3604(b). 24 C.F.R. § 100.65(b)(4).

Second, under section 3604(c), it is unlawful to “make, print, or publish . . . any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin” 42 U.S.C. § 3604(c). Violations of section 3604(c) frequently concern efforts to “steer” prospective buyers or renters away from housing opportunities; challenges based on post-acquisition communications, however, also fall within the section’s coverage. *See, e.g., Harris v. Itzhaki*, 183 F.3d 1043, 1054 (9th Cir. 1999) (landlord’s agent’s racist statement to white tenant, overheard by black tenant, was covered by section 3604(c)). Although section 3604(c) creates an independent cause of action, discriminatory messages of the type it prohibits also constitute compelling evidence

that the defendant violated the FHA's broader anti-discrimination provisions, including section 3604(b). *See* Robert G. Schwemm, *Discriminatory Housing Statements and § 3604(c): A New Look at the Fair Housing Act's Most Intriguing Provision*, 29 Fordham Urb. L.J. 187, 230 (2001).

Plaintiffs can establish a violation of section 3604(b) by showing that a challenged policy reflects disparate treatment (also known as intentional discrimination) or results in a disparate impact (also known as a discriminatory effect) on a protected class. *See Cmty. Servs., Inc. v. Wind Gap Mun. Auth.*, 421 F.3d 170, 176 (3d Cir. 2005); *City of Butler*, 892 F.2d at 323. Disparate-impact analysis “examines a facially-neutral policy or practice” for its lopsided effect on a particular group. *Huntington Branch, NAACP v. Town of Huntington*, 844 F.2d 926, 933 (2d Cir. 1988), *aff'd in part*, 488 U.S. 15 (1988). The analysis in a disparate-treatment case, by contrast, centers on the policy's purpose and not its downstream repercussions. *Wind Gap*, 421 F.3d at 177. A plaintiff can support a disparate-treatment claim through direct or circumstantial evidence of discriminatory motive or by showing that a rule draws impermissible distinctions on its face. *Id.*

Where, as here, a plaintiff demonstrates that a challenged policy “involves disparate treatment through explicit facial discrimination, or a facially discriminatory classification, ‘a plaintiff need not prove the malice or discriminatory animus of a defendant.’” *Id.* (quoting *Bangerter v. Orem City Corp.*, 46 F.3d 1491,

1501 (10th Cir. 1995)). “The motives of drafters of a facially discriminatory [policy], whether benign or evil, is irrelevant to a determination of the unlawfulness of the [policy].” *Horizon House Developmental Servs., Inc. v. Twp. of Upper Southampton*, 804 F. Supp. 683, 694 (E.D. Pa. 1992), *aff’d mem.*, 995 F.2d 217 (3d Cir. 1993). Instead, the policy constitutes *per se* discrimination because “the protected trait by definition plays a role in the decision-making process, inasmuch as the policy explicitly classifies people on that basis.” *Wind Gap*, 421 F.3d at 177 (quoting *DiBiase v. SmithKline Beecham Corp.*, 48 F.3d 719, 726 (3d Cir.1995)) (internal quotation marks omitted). Such a policy “does not pass the simple test of whether the evidence shows ‘treatment of a person in a manner which but for that person’s sex would be different.’” *United Auto. Workers of Am. v. Johnson Controls, Inc.*, 499 U.S. 187, 200 (1991) (quoting *L.A. Dep’t. of Water & Power v. Manhart*, 435 U.S. 702, 711 (1978)). In short, a plaintiff establishes a facial-discrimination claim by pointing to a policy that relies on express reference to a protected class or characteristic.

So long as a plaintiff puts forward facial (or otherwise “direct”) evidence of discriminatory treatment, a defendant may not rebut the evidence of discrimination by proffering a justification or explanation. Only in the absence of direct evidence will courts apply a burden-shifting analysis based on the standards set forth in

McDonnell Douglas Corp. v. Green, 411 U.S. 792, 802 (1973).¹ See *United States v. Branella*, 972 F. Supp. 294, 298–99 (D.N.J. 1997). “The shifting burdens of proof set forth in *McDonnell Douglas* are designed to assure that the ‘plaintiff [has] his day in court despite the unavailability of direct evidence.’” *Trans World Airlines, Inc. v. Thurston*, 469 U.S. 111, 121 (1985) (quoting *Loeb v. Textron, Inc.*, 600 F.2d 1003, 1014 (1st Cir. 1979)). Where a policy is discriminatory on its face, or is otherwise supported by direct evidence, the test is “inapplicable.” *Id.*

For example, claims under section 3604(c)—which targets the particular variety of facial discrimination involving notices, statements, and advertisements, and therefore depends on direct evidence by definition—cannot be overcome by any kind or quantity of rebuttal proof. See *Pack v. Fort Washington II*, 689 F. Supp. 2d 1237, 1245 (E.D. Cal. 2009). A plaintiff establishes an irrebuttable section 3604(c) violation by demonstrating that a given notice, statement, or advertisement would indicate a preference or limitation based on protected status to an “ordinary reader or listener.” *Id.* (quoting *Fair Housing Congress v. Weber*, 993 F. Supp. 1286, 1290 (C.D. Cal. 1997)); see also *United States v. Hunter*, 459 F.2d 205, 215 (4th Cir.

¹ In a Title VII disparate-treatment case without direct evidence, after a plaintiff establishes a *prima facie* case by alleging facts adequate to support a legal claim, the burden of production shifts to the employer to rebut the case by articulating a legitimate, nondiscriminatory reason for its actions. If the employer meets its burden, the presumption of discrimination falls away but a plaintiff may still prevail by showing the reason to be pretextual.

1972); *Ragin v. N.Y. Times Co.*, 923 F.2d 995, 999–1000 (2d Cir. 1991); Schwemm, 29 Fordham Urb. L.J. at 215-16. The existence of this standalone provision barring discriminatory notices and statements underscores that facial discrimination is considered particularly egregious and inexcusable under the FHA.²

This Circuit has not squarely addressed whether or how a defendant may justify facial discrimination outside of a burden-shifting framework. However, if such a justification is cognizable at all, it must clear a high bar. In the Sixth, Ninth, and Tenth Circuits, accepted justifications include that the challenged facially discriminatory policy is (1) narrowly tailored to benefit the protected class by promoting integration and equal housing opportunity without reference to stereotypes; or (2) based on a public-safety need that is “tailored to particularized concerns about individual residents” the policy targets. *Bangerter*, 46 F.3d at 1503-05; *see also Cmty. House, Inc. v. City of Boise*, 490 F.3d 1041, 1050 (9th Cir. 2007). The Eighth Circuit analyzes a defendant’s rationale by engaging the standard of scrutiny applicable to claims affecting the class under the Equal Protection Clause. *See Oxford House-C v. City of St. Louis*, 77 F.3d 249, 252 (8th Cir. 1996); *Familystyle of St. Paul, Inc. v. City of St. Paul*, 923 F.2d 91, 94 (8th Cir. 1991). Thus, in the context of sex discrimination, a challenged classification would need to be

² In contrast, analogous provisions in Title VII and the Age Discrimination in Employment Act are much more limited in scope. *See Schwemm*, 29 Fordham Urb. L.J. at 207-12.

supported by “an exceedingly persuasive justification” and serve important governmental objectives by means substantially related to the achievement of those objectives. *See United States v. Virginia*, 518 U.S. 515, 532 (1996).

The circuit courts deploy these approaches in service of the common goal of adapting the Supreme Court’s Title VII jurisprudence to the FHA context. *See Wind Gap*, 421 F.3d at 176 (courts evaluating housing discrimination claims “have typically adopted the analytical framework of their analogues in employment law”); *Huntington Branch*, 844 F.2d at 935 (Title VII and the FHA, as “part of a coordinated scheme of federal civil rights laws enacted to end discrimination . . . require similar proof to establish a violation.”). Notably, the text of the FHA contains no explicit carve-out permitting sex discrimination. Title VII, in contrast, permits employers to discriminate based on sex when the sex of an employee is a bona fide occupational qualification. *See Johnson Controls*, 499 U.S. at 190, 200. This exception is “written narrowly, and [the Supreme Court] has read it narrowly.” *Id.* at 201. For example, whether a sex-based policy has a beneficent purpose is irrelevant, *id.* at 200, and does not broaden the “restrictive scope” of the bona fide occupational qualification defense, *id.* at 201. In enacting the FHA, Congress did not fashion even a narrow exception to the prohibition on sex discrimination in housing opportunities or articulate any circumstance in which sex could or should be considered a decisive factor in a person’s access to housing and related facilities. If

such circumstances exist at all, Title VII jurisprudence counsels that they must meet an exceptionally demanding standard.

B. The Gender-Segregated Pool-Use Policy Is Facially Discriminatory and Constitutes Direct Evidence of Disparate Treatment Based on Sex.

ACP's discrimination in this case is brazen. A moment's glance at the ACP pool schedule—divided into blocks prominently labeled “Ladies Swim” and “Mens Swim”—confirms the dispositive fact: If you are a resident of ACP, whether and when you may use the pool depends on your gender. In irreducible terms, the schedule does that which the FHA prohibits. It “limit[s] the use of privileges, services or facilities . . . because of . . . sex” 24 C.F.R. § 100.65(b)(4). A clearer example of direct, facial discrimination could not be found.

Courts have recognized that restrictions on pool access violate sections 3604(b) and (c) of the FHA under circumstances significantly more ambiguous than those present here. In *Llanos v. Estate of Coehlo*, for instance, an apartment complex imposed a rule designating separate swimming facilities for adults and children. 24 F. Supp. 2d 1052, 1060 (E.D. Cal. 1998). It provided: “Children will swim in family pools only. Adult pools are for ADULTS ONLY.” *Id.* The court found that the rule facially discriminated on the basis of familial status in violation of section 3604(b). *Id.* In a similar case, a policy “restricting children ages 12 through 17 in having guests at [a] swimming pool and . . . restricting the hours that children could use the

swimming pool” involved familial status discrimination contrary to sections 3604(b) and (c). *Sec’y v. Beacon Square Pool Ass’n*, No. 04-91-1026-1, 1993 WL 668297, at *1 (HUDALJ July 12, 1993). Likewise, in *Pack*, a rule prohibiting children under fourteen from swimming without the supervision of a parent or guardian violated section 3604(c). 689 F. Supp. 2d at 1246; *see also Iniestra v. Cliff Warren Invs., Inc.*, 886 F. Supp. 2d 1161, 1168-69 (C.D. Cal. 2012) (rule preventing children under eighteen from entering pool without an adult violated sections 3604(b) and (c)).

ACP’s pool policy is distinguishable only in its severity. Like the pool rules in the familial-status cases, ACP’s policy makes impermissible classifications on its face and, in so doing, discriminates. But it goes further: For most open pool hours, ACP’s policy enacts an outright gender-based ban on swimming. The policy prohibits women from swimming during 32.5 “Mens Swim” hours per week and men from swimming during 33.5 “Ladies Swim” hours per week.³ JA156 & 158 (2016 pool schedules). From Sunday through Friday, just 15 percent of swim hours are open to all residents. *Id.* But for Marie Curto’s gender—and no other variable—she would not have been fined for swimming during hours designated for men. But for Steve Lusardi’s gender—and no other variable—he would not have been fined for swimming during hours designated for women.

³ The version of the 2016 schedule in effect prior to July 17, 2016, prohibited women from swimming during 31.75 “Mens Swim” hours and 34.25 “Ladies Swim” hours.

ACP effectuated this extreme policy in the manner that the FHA and attendant case law has marked as uniquely indefensible—through facially discriminatory notices and statements. ACP posted its gender-segregated pool schedule and accompanying rules on doors to the pool and on a community bulletin board. ACP also published the rules in “The Country Caller,” the community’s newsletter. JA80-81 (Engleman Dep. 32:16-33:05). In addition, ACP published in “The Country Caller” a notice of escalating fees (\$50, \$100, \$250) for first and subsequent violations of “separate swimming hours.” JA177; JA95 (Engleman Dep. 91:15-92:9). Finally, ACP made statements directly to the Plaintiffs by mail and email, reinforcing the gender-segregation policy and scolding the Plaintiffs for transgressing it. JA89-90 & 91-94 (Engleman Dep. 67:24-71:19; 76:18-88:14). To Plaintiff Marie Curto, for example, the ACP Board of Directors wrote, “[Y]ou refused to leave the pool area during men swim hours @ 430pm” JA171 (Email from Board to Curto, July 21, 2016) and later, “It is you that is unfair to the vast majority of our residents . . . [who] would not want any mixed gender swim hours at all.” JA174 (Email from Board to Curto, July 27, 2016). ACP sent both Curto and Mr. Lusardi invoices for \$50 fines for “disregarding specific regulations put in place to make our pool a place where people can enjoy.” JA164 & 166.

The patently discriminatory pool schedule—and associated notices and statements—directly evidence violations of the FHA. ACP’s policy facially

classifies residents according to gender for the purpose of restricting their pool use and no reasonable person—viewing the schedule’s mosaic of gender-blocked hours or reading ACP’s unequivocal statements endorsing and enforcing gender segregation—could disagree. As such, this discriminatory treatment is not subject to a burden-shifting analysis. All that this Court need evaluate are the frank words of the policy’s proponents and the plain letter of the pool rules, which unmistakably discriminate against ACP residents on the basis of gender.⁴

II. EVEN IF THE GENDER-SEGREGATED POOL-USE POLICY BURDENED MEN AND WOMEN EQUALLY, AS THE DISTRICT COURT INCORRECTLY CONCLUDED, IT WOULD STILL VIOLATE THE FAIR HOUSING ACT.

As discussed *supra*, the district court failed to recognize that longstanding precedent requires the rejection of the Defendant’s sex-segregated swimming policy under the FHA as a facially discriminatory policy. The district court made three additional, significant errors. First, it held that the policy “applies to men and women

⁴ While the district court did not address ACP’s reason for its discriminatory policy, ACP has not put forward any acceptable justification. ACP may wish to argue that its policy of gender-based discrimination is permitted in order to cater to the religious beliefs and practices of a subset of the ACP community. It is not. The FHA contains a religious exemption that authorizes “a religious organization, association, or society, or any non-profit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society” to give preference to persons of the same religion. 42 U.S.C. § 3607. But ACP is not, and does not purport to be, a religious organization, association, or society. JA55 & 66 (Def.’s Resp. Req. Admis. Nos. 4, 5).

equally,” when in fact, the allocation of hours to men and women deprive working women of access and are rooted in gender stereotypes. Second, it wrongly distinguished a line of cases that found facial discrimination based on familial status in swimming pool access. And third, it inappropriately relied on a FHA disparate-impact case, despite the distinct analytical framework applicable to disparate-treatment claims such as the one brought here.

The district court dismissed the case on the assumption that the sex-segregated schedule applies to men and women equally. It does not. For example, the pool schedule largely prevents women who work a typical schedule from swimming during the workweek, thus arising from and reinforcing the gender stereotype that men work while women stay home. Weekday evenings (5:00 pm – 9:00 pm on Mondays and Wednesdays, 6:45 pm – 9:00 pm on Tuesdays and Thursdays, and 4:00 – 9:00 pm on Fridays) are designated “Mens Swim.” Curto, who works Monday through Friday, 8:30 am – 4:30 pm, JA29-30 (Am. Comp. ¶¶68-70), and other women in comparable positions, have very little opportunity to use the pool during the workweek as a result. What is more, Curto was fined for swimming at 4:30 pm on a Friday, JA171 (Email from Board to Curto, July 21, 2016), a time reserved for men expressly because “[t]he ladies don’t go swimming in the afternoon. . . .The house has to be prepared so that’s the lady’s job.” JA85 (Engleman Dep. 49:22-50:7). ACP chose to set aside a longer period of time for men’s swimming on Friday

afternoons and evenings based on the generalization that many women would be within their units, and without consideration of the women residents, like Curto, who would desire to swim. The pool schedule was fashioned to accommodate—and thus perpetuates—stereotypes about the role of women as domestic caretakers.

Anti-discrimination law repeatedly has condemned policies and practices that discriminate or segregate based on sex, particularly when the policies are based on “generalizations about ‘the way women are.’” *Virginia*, 518 U.S. at 550. *See also Manhart*, 435 U.S. at 707 n.13 (“In forbidding employers to discriminate against individuals because of their sex, Congress intended to strike at the entire spectrum of disparate treatment of men and women resulting from sex stereotypes.”) (citations omitted); *Sec’y ex rel. Holley v. Baumgardner*, No. 02-89-0306-1, 1990 WL 456960, at *4 (HUDALJ Nov. 15, 1990), *aff’d in part and rev’d on other grounds*, 960 F.2d 572 (6th Cir. 1992) (“The intent of the 1974 amendment [to the FHA] is to end housing practices based on sexual stereotyping[.]”). Because gender stereotypes are so often at the heart of policies that facially discriminate based on sex, case law “reveal[s] a strong presumption that gender classifications are invalid.” *Virginia*, 518 U.S. at 532 (citing *J.E.B. v. Alabama*, 511 U.S. 127, 152 (1994) (Kennedy, J., concurring in judgment)).

The district court’s reasoning was flawed because it did not heed this presumption. The court turned a blind eye to how the swim schedule deprives

working women of access to the pool and ignored the gender assumptions ingrained in how the hours were allocated—all evidence of sex discrimination.

The district court also dismissed a highly relevant body of cases: FHA disparate-treatment claims challenging pool policies that explicitly limited access for families with children. Courts repeatedly have concluded that pool restrictions for children facially discriminate based on familial status in violation of the Fair Housing Act. *Iniestra*, 886 F. Supp. 2d at 1167-69; *Landesman v. Keys Condo. Owners Ass'n*, No. C 04-2685PJH, 2004 WL 2370638, at *4 (N.D. Cal. Oct. 19, 2004); *United States v. Plaza Mobile Estates*, 273 F. Supp. 2d 1084, 1092 (C.D. Cal. 2003); *Llanos*, 24 F. Supp. 2d at 1060. HUD similarly has determined that policies that, on their face, prevent protected groups like families with children from accessing a pool violate the FHA. *Beacon Square Pool Ass'n*, 1993 WL 668297 at *1; *Dep't. of Hous. & Urban Dev. v. Paradise Gardens*, No. 04-90-0321-1, 1992 WL 406531, at *10 (HUDALJ Oct. 15, 1992), *aff'd*, 8 F.3d 36 (11th Cir. 1993). As the federal agency charged by Congress with interpreting and enforcing the FHA, its decisions are entitled to great weight. *Trafficante*, 409 U.S. at 210.

The district court found that the cases striking down pool limitations for children were inapposite. According to the district court, the “cases did not involve a schedule in which only children could use facilities at certain times while only adults could use them at other times, which would be analogous to the circumstances

in this case. ACP's policy does not exclude men or women from using the pool, as the defendants in Plaintiffs' cited cases excluded children." JA11.

The relevant analysis for familial-status discrimination, however, is whether a defendant is discriminating against families with children compared to families without children. *See* 42 U.S.C. § 3602(k) (defining "familial status" as meaning "one or more individuals (who have not attained the age of 18 years) being domiciled with – (1) a parent or another person having legal custody of such individual or individuals"). In some of the cases cited above, the defendants did, in fact, adopt pool policies that restricted access for families with children in the same manner as ACP – by limiting the times people could swim based on their membership in a protected class. *Paradise Gardens*, at *2, 11 (disapproving a schedule that effectively prevented children from using the pool during the workweek as well as families, where the parents work, from enjoying the pool together during the workweek); *Beacon Square Pool Ass'n*, at *1; *Landesman*, at *3-4; *Plaza Mobile Est.*, 273 F. Supp. 2d at 1093. Moreover, defendants in some of the familial-status cases pointed to by Plaintiffs were still found to violate the FHA even where families with children *were* given access to one pool but excluded from another. *Llanos*, 24 F. Supp. 2d at 1060-61; *Landesman*, at *3-4. In striking down a pool schedule that offered fewer hours to children in the main pool while providing access to two other pools, the court in *Landesman* noted: "The statute does not distinguish among any

of the protected characteristics, in the sense of indicating that some are more worthy of protection than others. Thus, there is no exception to the scope of protection, such that discriminatory treatment based on familial status would be acceptable under the FHA if there is a showing that adult residents of a housing complex do not like sharing a swimming pool with children.” 2004 WL 2370638 at *4.

Finally, rather than analyzing the relevant disparate-treatment precedent, the district court cited the Third Circuit’s decision in *Doe v. City of Butler*, 892 F.2d 315 (3d Cir. 1989). While acknowledging that *City of Butler* dealt with discriminatory effects, not intent, the district court nonetheless found it relevant, leading to an erroneous ruling. JA11-12. *City of Butler* involved a disparate-impact challenge to a zoning ordinance that limited the number of residents that could occupy a transitional shelter. 892 F.2d at 316-17. The ordinance did not make any distinction based on gender or any other protected class. *Id.* at 317-18. Women in need of temporary shelter challenged this facially neutral ordinance, arguing that it would disproportionately harm women because they are more likely to reside with children and thus trigger the numerical limit. The Third Circuit upheld the lower court’s ruling that the ordinance was not discriminatory on the basis of sex, determining the ordinance was facially neutral because it applied to all transitional dwellings, regardless of gender. *City of Butler*, 892 F.2d at 323. There also was no evidence that application of the ordinance was harsher on women than men. *Id.* For example,

the Third Circuit noted that the ordinance would apply equally to a transitional dwelling for “recovering male alcoholics.” *Id.*

The district court here inappropriately relied on the *City of Butler* disparate-impact analysis and ruled that the sex-segregated swimming policy should be upheld because men and women were affected similarly. JA11-12. In other words, the district court found that it is permissible to craft a pool schedule that discriminates on the basis of sex, so long as the discrimination is evenhanded. Disparate-impact claims, by definition, challenge facially neutral policies or practices that disproportionately harm members of a protected class. *See supra* at p. 20. Examining the relative effect of a neutral policy on men and women is appropriate to discern whether the policy does, in fact, discriminate. But assessing whether women and men are deprived comparably misses the point entirely when a policy *explicitly* discriminates based on sex, a protected status. Otherwise, it would be permissible for condominium associations to create racially segregated access to common rooms, child play areas, and swimming pools—so long as people who are black and white had roughly equal amounts of access time.

This reasoning runs directly counter to the purpose of the FHA, which was intended to integrate communities with respect to all of the protected classes. *Tex. Dep’t of Hous. & Cmty. Affairs v. Inclusive Communities Project, Inc.*, 135 S. Ct. 2507, 2515-16, 2525-26 (2015); Robert G. Schwemm, *Housing Discrimination Law*

and Litigation § 11C:1 (July 2017 Update) (observing that “the prohibition against sex discrimination should be understood to ban the same types of practices that would be illegal if undertaken on the basis of race or any other prohibited ground”). In the seminal case of *Loving v. Virginia*, the Commonwealth of Virginia argued that anti-miscegenation statutes did not violate the Equal Protection Clause because they applied equally to white and black people. 388 U.S. 1, 7–8 (1967). The Supreme Court rejected the Commonwealth’s argument, holding that “equal application” could not save a statute based “upon distinctions drawn according to race.” *Id.* at 10–11. “*Loving's* insight—that policies that distinguish according to protected characteristics cannot be saved by equal application—extends to association based on sex.” *Zarda v. Altitude Express*, 883 F.3d 100, 126 (2d Cir. 2018) (finding that Title VII prohibits sexual orientation discrimination), *petition for cert. filed*, No. 17-1623 (U.S. May 29, 2018). This reasoning is directly applicable here, where the pool schedule prohibits people from accessing the pool based on their sex. The district court’s ruling in this case was incorrect as a matter of law and dangerous as a matter of policy and precedent.

CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court reverse the decision below and direct the district court to enter summary judgment in favor

of Plaintiffs with respect to their Fair Housing Act claim. Further, in the interest of judicial economy, convenience, and fairness to parties, Plaintiffs request that the Court also vacate the district court's remand order as it pertains to Appellants' state law claims.

Dated: June 7, 2018

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CERTIFICATE OF BAR MEMBERSHIP

I hereby certify that I am counsel of record and I am a member in good standing of the Bar of the United States Court of Appeals for the Third Circuit.

June 7, 2018

/s/José D. Román
José D. Román

CERTIFICATE OF COMPLIANCE WITH WORD COUNT

I hereby certify that this brief complies with the type-volume limitations of Federal Rules of Appellate Procedure 32(a)(7)(B) because the brief (as indicated by word processing program, Microsoft Word 2016, Version 16.0.4591.1000) contains 8,334 words, exclusive of the portions excluded by Rule 32(f). I further certify that this brief complies with the typeface requirements of Rule 32(a)(5) and type style requirements of Rule 32(a)(6) because this brief has been prepared in the proportionally spaced typeface of 14-point Times New Roman.

June 7, 2018

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IDENTICAL PDF AND HARD COPY CERTIFICATE

I hereby certify that the text of the electronic and hard copies of this brief are identical.

June 7, 2018

/s/José D. Román
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VIRUS SCAN CERTIFICATE

I certify that the electronic file of this brief was scanned with Sophos AntiVirus software.

June 7, 2018

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CERTIFICATE OF SERVICE

I hereby certify that on this date the foregoing Brief of Appellants and accompanying Joint Appendix were filed electronically and served on all counsel of record via the ECF system of the United States Court of Appeals for the Third Circuit. In addition, seven (7) paper copies of the brief and four (4) paper copies of the appendix were sent via New Jersey Lawyers Service to the clerk of this Court.

June 7, 2018

/s/José D. Román
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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

MARIE CURTO, DIANA LUSARDI AND
STEVE LUSARDI,

v.

A COUNTRY PLACE CONDOMINIUM
ASSOCIATION, INC.

CIVIL ACTION

Docket No.: 3:16-CV-5928

Judge: Hon. Brian R. Martinotti

**Notice of Appeal to the U.S. Court of
Appeals for the Third Circuit**

Notice is hereby given that Plaintiffs Marie Curto, Diana Lusardi and Steve Lusardi appeal to the United States Court of Appeals for the Third Circuit the Order Denying Plaintiff’s Motion for Partial Summary Judgment and Granting in Part Defendant’s Motion for Summary Judgment (ECF No. 34) of the United States District Court, District of New Jersey, entered in this action on January 31, 2018

Dated: January 31, 2018

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ORDERED that the Clerk is directed to **CLOSE** this case.

/s/ Brian R. Martinotti
HON. BRIAN R. MARTINOTTI
UNITED STATES DISTRICT JUDGE

NOT FOR PUBLICATION

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

MARIE CURTO, et al.,	:	
	:	
Plaintiffs,	:	Civ. Action No.: 16-5928-BRM-LHG
	:	
v.	:	
	:	
A COUNTRY PLACE CONDOMINIUM	:	OPINION
ASSOCIATION, INC., et al.,	:	
	:	
Defendants.	:	
_____	:	

MARTINOTTI, DISTRICT JUDGE

Before this Court are: (1) Plaintiffs Marie Curto, Diana Lusardi, and Steve Lusardi’s (collectively, “Plaintiffs”) Motion for Partial Summary Judgment (ECF No. 27) and (2) Defendant A Country Place Condominium Association, Inc.’s (“CPCA”) Motion for Summary Judgment (ECF No. 28). Pursuant to Federal Rule of Civil Procedure 78(b), the Court did not hear oral argument. For the reasons set forth below, Plaintiff’s Motion for Partial Summary Judgment is **DENIED** and Defendant’s Motion for Summary Judgment is **GRANTED IN PART** and **DENIED IN PART AS MOOT**, and the Court **REMANDS** the matter to the Superior Court of New Jersey, Ocean County.

I. BACKGROUND

Plaintiffs assert claims for sex discrimination pursuant to the Federal Fair Housing Act, 42 U.S.C. § 3601, *et seq.* (“FHA”), the New Jersey Law Against Discrimination N.J.S.A. 10:5-1, *et seq.* (“NJLAD”), the New Jersey Horizontal Property Act of 1963, N.J.S.A. 46:8A-1, *et seq.*, and the New Jersey Condominium Act, N.J.S.A. 46:8B-1, *et seq.* arising from gender segregation at

the community pool in the condominium complex where they reside. (*See* Am. Compl. (ECF No. 25).)

A. The Parties

Plaintiffs are residents and unit owners of the A Country Place Community (the “Community”), which is a 376-unit condominium community in Lakewood, New Jersey. (Pls.’ Statement of Undisputed Material Facts (ECF No. 27-2) ¶¶ 5, 14, 20, 25; Def.’s Resp. to Pls.’ Statement of Undisputed Material Facts (ECF No. 29) ¶¶ 5, 14, 20, 25; Def.’s Statement of Undisputed Material Facts (ECF No. 28) ¶¶ 1, 7; Pls.’ Resp. to Def.’s Statement of Undisputed Material Facts (ECF No. 30-1) ¶¶ 1, 7.) CPCA is a non-profit organization organized under New Jersey law. (ECF No. 27-2 ¶ 6; ECF No. 29 ¶ 6.)

B. Community Pool Policy

CPCA claims eighty percent of the units in the Community are owned by members of the Jewish Orthodox who “are strictly separated by gender.” (ECF No. 28 ¶¶ 9, 10.) In 2011, CPCA implemented a gender-segregated schedule at the pool. (Dep. of Fagye Engelman (“Engelman Dep.”) (ECF No. 27-6) at 28:21-29:5; ECF No. 27-2 ¶ 52; ECF No 28 ¶ 19.) In 2016, when this lawsuit was filed, the pool operated under two slightly different schedules, but generally allotted time as follows:

1. Women-Only Swimming – 8:00 to 11:00 a.m. Sunday to Friday; 3:00 to 5:00 p.m. Sunday to Thursday; and 3:00 to 4:00 p.m. Friday.
2. Men-Only Swimming – 11:00 a.m. to 1 p.m. Sunday to Friday; 6:45 to 9:00 p.m. Sunday to Thursday; and 4:00 to 9:00 p.m. Friday.
3. All Residents Swimming – 1:00 to 3:00 p.m. Sunday to Friday and 8:00 a.m. to 9:00 p.m. Saturday.

(Certif. of Angela Maione Costigan, Esq. (“Costigan Cert.”) Ex. E (ECF No. 28-14) at 2, Ex. F (ECF No. 28-15) at 2.) During the swimming hours for women, men are not permitted to use the

pool or pool deck. (ECF No. 27-2 ¶ 65; ECF No. 29 ¶ 65.) Similarly, during swimming hours for men, women are prohibited from using the pool or the pool deck. (ECF No. 27-2 ¶ 66; ECF No. 29 ¶ 66.) The association/maintenance fee for the Community is \$215.00 per month. (ECF No. 27-2 ¶ 35; ECF No. 29 ¶ 35.) A portion of this fee covers common areas, including the pool, but also covers maintenance of the grounds, snow removal, trash removal, among other services. (ECF No. 27-2 ¶ 36; ECF No. 29 ¶ 36; ECF No. 28 ¶ 36; ECF No. 30-1 ¶ 36.)

The parties dispute the details concerning how and when CPCA implemented a system of fines related to use of the pool (*see* ECF No. 27-2 ¶¶ 41-42; ECF No. 29 ¶¶ 41-42) but agree Steve and Diana Lusardi and Marie Curto were fined \$50.00 per household for using the pool during gender-segregated hours. (ECF No. 27-2 ¶¶ 78-79; ECF No. 29 ¶¶ 78-79.) Plaintiffs claim they sought hearings with CPCA to address the fines, but CPCA denied this request. (ECF No. 27-2 ¶¶ 80-84.) CPCA denies these claims and states it responded to Plaintiff's questions and concerns about the fines. (ECF No. 29 ¶¶ 80-84.) The system of fines provided for fines of \$50.00, \$100.00, and \$250.00 for first, second, and third violations of the pool policy, respectively. (ECF No. 27-2 ¶ 92; ECF No. 29 ¶ 92.)

C. Procedural Background

On August 29, 2016, Plaintiffs initiated this lawsuit via an order to show cause with temporary restraints and a verified complaint filed in the Superior Court of New Jersey, Law Division: Ocean County. (ECF No. 1.) On the same day, the Honorable Craig L. Wellerson, P.J.Cv., entered an order to show cause with temporary restraints (the "TRO"), which temporarily enjoined CPCA from, among other things, enforcing gender segregation at the pool and collecting fines related to the gender-segregation policy. (ECF No. 2.) On September 26, 2016, CPCA removed the matter to this Court. (ECF No. 1.) Judge Wellerson's order expired by operation of law on October 10, 2016. (ECF Nos. 12 & 13.) The parties then agreed to engage in liability

discovery and file dispositive motions on threshold issues of law. (ECF Nos. 14 & 23.) The parties consented to amend the pleadings (ECF No. 24), and on April 19, 2017, Plaintiffs filed the Amended Complaint asserting claims for: (1) sex discrimination in violation of Sections 3604(b) and 3617 of the FHA (Count I), (2) violations of NJLAD (Count II), and (3) violations of the Horizontal Property Act and the Condominium Act (Count III). Plaintiffs now move for partial summary judgment on Counts I and III (ECF No. 27), and CPCA moves for summary judgment (ECF No. 28).

II. LEGAL STANDARD

Summary judgment is appropriate “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Fed. R. Civ. P. 56(c). A factual dispute is genuine only if there is “a sufficient evidentiary basis on which a reasonable jury could find for the non-moving party,” and it is material only if it has the ability to “affect the outcome of the suit under governing law.” *Kaucher v. Cty. of Bucks*, 455 F.3d 418, 423 (3d Cir. 2006); *see also Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). Disputes over irrelevant or unnecessary facts will not preclude a grant of summary judgment. *Anderson*, 477 U.S. at 248. “In considering a motion for summary judgment, a district court may not make credibility determinations or engage in any weighing of the evidence; instead, the non-moving party’s evidence ‘is to be believed and all justifiable inferences are to be drawn in his favor.’” *Marino v. Indus. Crating Co.*, 358 F.3d 241, 247 (3d Cir. 2004) (quoting *Anderson*, 477 U.S. at 255)); *see also Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587, (1986); *Curley v. Klem*, 298 F.3d 271, 276-77 (3d Cir. 2002).

The party moving for summary judgment has the initial burden of showing the basis for its motion. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). “If the moving party will bear the burden of persuasion at trial, that party must support its motion with credible evidence . . . that would entitle it to a directed verdict if not controverted at trial.” *Id.* at 331. On the other hand, if the burden of persuasion at trial would be on the nonmoving party, the party moving for summary judgment may satisfy Rule 56’s burden of production by either (1) “submit[ting] affirmative evidence that negates an essential element of the nonmoving party’s claim” or (2) demonstrating “that the nonmoving party’s evidence is insufficient to establish an essential element of the nonmoving party’s claim.” *Id.* Once the movant adequately supports its motion pursuant to Rule 56(c), the burden shifts to the nonmoving party to “go beyond the pleadings and by her own affidavits, or by the depositions, answers to interrogatories, and admissions on file, designate specific facts showing that there is a genuine issue for trial.” *Id.* at 324; *see also Matsushita*, 475 U.S. at 586; *Ridgewood Bd. of Ed. v. Stokley*, 172 F.3d 238, 252 (3d Cir. 1999). In deciding the merits of a party’s motion for summary judgment, the court’s role is not to evaluate the evidence and decide the truth of the matter, but to determine whether there is a genuine issue for trial. *Anderson*, 477 U.S. at 249. Credibility determinations are the province of the factfinder. *Big Apple BMW, Inc. v. BMW of N. Am., Inc.*, 974 F.2d 1358, 1363 (3d Cir. 1992).

There can be “no genuine issue as to any material fact,” however, if a party fails “to make a showing sufficient to establish the existence of an element essential to that party’s case, and on which that party will bear the burden of proof at trial.” *Celotex*, 477 U.S. at 322-23. “[A] complete failure of proof concerning an essential element of the nonmoving party’s case necessarily renders all other facts immaterial.” *Id.* at 323; *Katz v. Aetna Cas. & Sur. Co.*, 972 F.2d 53, 55 (3d Cir. 1992).

III. DECISION

A. Plaintiffs' Standing to Assert Their Claims

As a preliminary matter, CPCA argues Plaintiffs lack standing to assert their claims, because Plaintiffs have not sustained an injury. (ECF No. 28-5 at 10-12.) CPCA contends Plaintiffs testified they were able to use the pool and that they did not pay the fines they were assessed. (*Id.* at 12-14.)

“Article III, § 2, of the Constitution restricts the federal ‘judicial Power’ to the resolution of ‘Cases’ and ‘Controversies.’” *Sprint Commc’ns Co. v. APCC Servs., Inc.*, 554 U.S. 269, 273 (2016) “That case-or controversy requirement is satisfied only where a plaintiff has standing.” *Id.* (citation omitted). Article III “standing consists of three elements.” *Spokeo*, 136 S. Ct. at 1547 (quoting *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560 (1992)). To establish standing, “[t]he plaintiff must have (1) suffered an injury in fact, (2) that is fairly traceable to the challenged conduct of the defendant, and (3) that is likely to be redressed by a favorable judicial decision.” *Id.* “Absent Article III standing, a federal court does not have subject matter jurisdiction to address a plaintiff’s claims, and they must be dismissed.” *Common Cause of Pennsylvania v. Pennsylvania*, 558 F.3d 249, 257 (3d Cir. 2009) (quoting *Taliaferro v. Darby Twp. Zoning Bd.*, 458 F.3d 181, 188 (3d Cir. 2006)).

The Court finds Plaintiffs have standing. CPCA mischaracterizes Plaintiffs’ claims. Their claims do not arise from an allegation that they were prohibited from using the pool altogether. Rather, they allege CPCA’s gender-segregation policy discriminated against them based on gender because they could not access the pool as they would have but for their gender. Furthermore, the FHA allows an “aggrieved person” to commence a civil action to obtain relief from an alleged discriminatory housing practice. 42 U.S.C. § 3613(a). The FHA defines an “aggrieved person” to

include any person who “(1) claims to have been injured by a discriminatory housing practice; or (2) believes that such person will be injured by a discriminatory housing practice that is about to occur.” 42 U.S.C. § 3602(i). Plaintiffs have clearly alleged the gender-segregation of the pool constitutes “(1) [] an injury in fact, (2) that is fairly traceable to the challenged conduct of the defendant, and (3) that is likely to be redressed by a favorable judicial decision.” *Spokeo*, 136 S. Ct at 1547. Therefore, Plaintiffs have Article III standing.

B. CPCA’s Motion for Summary Judgment as to Plaintiffs’ FHA Claim¹

The FHA makes it unlawful “[t]o discriminate against any person in the terms, conditions, privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin.” 48 U.S.C. § 3604(b). It is also “unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of . . . any right granted by [the FHA].” *Id.* § 3617. “A plaintiff can establish a *prima facie* claim of housing discrimination under the [FHA] by showing that the challenged actions were motivated by intentional discrimination or that the actions had a discriminatory effect on a protected class.” *Mitchell v. Walters*, No. 10-1061, 2010 WL 3614210, at *6 (D.N.J. Sept. 8, 2010) (citing *Cnty Servs., Inc. v. Wind Gap Mun. Auth.*, 421 F.3d 170, 176 (3d Cir. 2005)). Here, Plaintiffs argue CPCA has engaged in intentional discrimination, because the pool schedule facially discriminates and segregates residents by gender.

CPCA argues its gender-segregated schedule for the pool does not discriminate, because the policy applies to both men and women equally. (ECF No. 28-5 at 15.) It argues the policy

¹ Because Plaintiffs’ FHA claims are the only basis for this Court’s original jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1332, the Court first considers CPCA’s Motion for Summary judgment on that claim. By considering CPCA’s motion first, the Court “view[s] the facts and draw[s] all reasonable inferences in the light most favorable” to Plaintiffs. *Scott v. Harris*, 550 U.S. 372, 378 (2007).

comports with United States Supreme Court precedent that provides a policy is not discriminatory unless “the evidence shows treatment of a person in the manner which, but for that person’s sex, would be different.” (ECF No 28-5 at 4 (citing *City of Los Angeles Dept. of Water and Power v. Manhart*, 435 U.S. 702, 711 (1978)). Plaintiffs argue CPCA advocates “separate but equal” treatment of men and women in violation of *Brown v. Board of Education of Topeka*, 347 U.S. 483 (1954).

The Court finds the gender-segregated scheduling does not violate the FHA. Plaintiffs rely on a series of cases in which there was an express intent to discriminate, *i.e.* to place a group at a disadvantage relative to another group. Specifically, Plaintiffs rely on three cases that concern pool restrictions: *Llanos v. Estate of Coehlo*, 24 F. Supp. 2d 1052, 1061-62 (E.D. Cal. 1998); *HUD v. Paradise Gardens*, HUDALJ 04-90-0321-1, 1992 WL 406531, at (HUDALJ Oct. 15, 1992); and *Dept. of Hous. & Urban Dev. v. Beacon Square Pool Ass’n*, 1993 WL 668297 at *1 (H.U.D. 1993). However, each of those cases involved prohibitions on children from using pools and related facilities and are therefore inapposite. The cases did not involve a schedule in which only children could use facilities at certain times while only adults could use them at other times, which would be analogous to the circumstances in this case. CPCA’s policy does not exclude men or women from using the pool, as the defendants in Plaintiffs’ cited cases excluded children.

The Court is guided by the Third Circuit’s decision in *Doe v. City of Butler, Pa.*, 892 F.2d 315 (3d Cir. 1989). *City of Butler* involved a claim of discriminatory effect rather than discriminatory intent, but nonetheless has relevance to this case. In *City of Butler*, the defendant municipality enacted a zoning ordinance that limited the number of residents that could occupy a transitional dwelling. *Id.* at 323. A women’s group home challenged the ordinance on the basis it discriminated against women, who would be more likely to trigger the resident limit because they

are more likely to reside with children. The Third Circuit, despite agreeing plaintiffs would be affected, found the ordinance was not discriminatory “because the resident limitation would have a comparable effect on males.” *Id.* Here, the gender-segregated schedule applies to men and women equally. Therefore, the Court finds the policy does not violate the FHA and CPCA is entitled to summary judgment as a matter of law.

C. CPCA’s Motion for Summary Judgment as to Plaintiffs’ State Law Claims

As to Plaintiffs’ claims for violations of NJLAD (Count II) and violations of the Horizontal Property Act and the Condominium Act (Count III), this Court declines to exercise supplemental jurisdiction over these state law claims. Under 28 U.S.C. § 1367(c), a district court may decline to exercise supplemental jurisdiction over a claim if the court “has dismissed all claims over which it has original jurisdiction.” 28 U.S.C. § 1367(c)(3). Federal district courts have original jurisdiction over “all civil actions arising under the Constitution, laws, or treaties of the United States.” 28 U.S.C. § 1331. In exercising its discretion, “the district court should take into account generally accepted principles of ‘judicial economy, convenience, and fairness to the litigants.’” *Growth Horizons, Inc. v. Del. County, Pa.*, 983 F.2d 1277, 1284 (3d Cir. 1993) (quoting *United Mine Workers v. Gibbs*, 383 U.S. 715, 726, 86 S. Ct. 1130, 16 L. Ed. 2d 218 (1966)).

On September 29, 2017, the Court granted a motion to remand in *Richman v. A Country Place Condominium Assoc.*, Case No. 16-9453. That case is pending in the Superior Court and involves NJLAD and New Jersey Condominium Act claims against CPCA regarding the same pool policy. The Court finds the “principles of ‘judicial economy, convenience, and fairness to the litigants’” would be best served if this case was remanded to the Superior Court. *See Growth Horizons, Inc.*, 983 F.2d at 1284.

Therefore, CPCA’s Motion for Summary Judgment is **GRANTED IN PART** as to

Plaintiffs' FHA claims and **DENIED IN PART AS MOOT** as to Plaintiffs' state law claims.

D. Plaintiff's Motion for Partial Summary Judgment

Plaintiffs argue they are entitled to summary judgment on their FHA claims, because CPCA's gender-segregated pool schedule is facially discriminatory. (Pls.' Br. in Supp. of Summ. J. (ECF No. 27-3) at 10.) They point out a plaintiff does not have to prove a defendant's malice or discriminatory animus to establish intentional discrimination where the defendant expressly treats someone protected by the FHA differently from others. *Id.* (citing *Potomac Group Home v. Montgomery Cty., Md.*, 823 F. Supp. 1285, 1295 (D. Md. 1993).) However, this Court has found CPCA's policy does not treat men or women differently based on gender and therefore is not discriminatory. The schedule applies to both men and women and is not a restriction on one group. The policy is different from the discriminatory policies in the cases cited by Plaintiffs. Indeed, these pool cases involved blanket prohibitions on use by minors. Similarly, Plaintiffs cite several cases in which group homes for the elderly and disabled were required to comply with zoning requirements that did not apply to those outside those protected classes. *See Bangester v. Orem City Corp.*, 46 F.3d 1491, 1501 (10th Cir. 1995) (finding a zoning requirement that residents of a group home for the handicapped had to be supervised for twenty-four hours was discriminatory.); *Fair Housing Ctr. V. Sonoma Bay Comm. Homeowners*, 136 F. Supp. 3d 1364 (S.D. Fla. 2015) (finding a rule prohibiting minors from congregating in property common areas after sundown was discriminatory); *Potomac Group Home*, 823 F. Supp. at 1295 (finding a zoning rule requiring applicants for approval to build a group home for the disabled to notify neighbors was discriminatory).

Because the court has granted CPCA's motion for summary judgment, Plaintiffs' Motion for Partial Summary Judgment as to their FHA claims is **DENIED**. The Court need not reach Plaintiff's arguments regarding their motion for summary judgment as to the Horizontal Property

Act. The Court has declined to exercise supplemental jurisdiction over that claim pursuant to 28 U.S.C. § 1367(c), because the Court “has dismissed all claims over which it has original jurisdiction.” 28 U.S.C. § 1367(c)(3).

III. CONCLUSION

For the foregoing reasons, CPCA’s Motion for Summary Judgment is **GRANTED IN PART** and **DENIED IN PART AS MOOT**. Plaintiffs’ Motion for Partial Summary Judgment is **DENIED**. An appropriate Order will follow.

Date: January 31, 2018

/s/ *Brian R. Martinotti*
HON. BRIAN R. MARTINOTTI
UNITED STATES DISTRICT JUDGE

No. 18-1212

IN THE
United States Court of Appeals
FOR THE THIRD CIRCUIT

MARIE CURTO, DIANA LUSARDI, AND STEVE LUSARDI,
Plaintiffs-Appellants,

v.

A COUNTRY PLACE CONDOMINIUM ASSOCIATION, INC.,
Defendant-Appellee.

On Appeal from the United States District Court
for the District of New Jersey
Civil Action No. 16-CV-5928
(The Honorable Brian R. Martinotti)

JOINT APPENDIX VOL. 2, P.P. JA015-271

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Attorneys for Plaintiffs-Appellants
June 7, 2018

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U.S. District Court
District of New Jersey [LIVE] (Trenton)
CIVIL DOCKET FOR CASE #: 3:16-cv-05928-BRM-LHG

CURTO et al v. A COUNTRY PLACE CONDOMINIUM
ASSOCIATION, INC. et al
Assigned to: Judge Brian R. Martinotti
Referred to: Magistrate Judge Lois H. Goodman
Case in other court: Third Circuit, 18-01212
SUPERIOR COURT OF NEW JERSEY
OCEAN COUNTY, OCN-L2319-16

Date Filed: 09/26/2016
Date Terminated: 01/31/2018
Jury Demand: Both
Nature of Suit: 443 Civil Rights:
Accommodations
Jurisdiction: Federal Question

Cause: 42:405 Fair Housing Act

Mediator

JUDGE RAYMAND A. BATTEN
TERMINATED: 01/25/2017

represented by **RAYMOND A. BATTEN**
ARCHER & GREINER, PC
101 CARNEGIE CENTER, SUITE 300
PRINCETON, NJ 08540
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Mediator

JUDGE FRANCIS J. ORLANDO, JR.
TERMINATED: 05/02/2017

represented by **FRANCIS J. ORLANDO**
CONNELL FOLEY, LLP.
457 HADDONFIELD ROAD
SUITE 230
CHERRY HILL, NJ 08002
TERMINATED: 05/02/2017
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Plaintiff

MARIE CURTO

represented by **JOSE D. ROMAN**
POWELL & ROMAN LLC
131 WHITE OAK LANE
OLD BRIDGE, NJ 08857
732-679-3777
Email: jroman@lawppl.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Plaintiff

DIANA LUSARDI

represented by **JOSE D. ROMAN**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Plaintiff

STEVE LUSARDI

represented by **JOSE D. ROMAN**

(See above for address)

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

V.

Defendant

A COUNTRY PLACE CONDOMINIUM ASSOCIATION, INC.

represented by **ANGELA MAIONE COSTIGAN COSTIGAN & COSTIGAN LLC**
 136 ROUTE 38
 MOORESTOWN, NJ 08057
 856-321-0585
 Email: amcostigan@costiganllc.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

RICHARD COSTIGAN
 COSTIGAN & COSTIGAN LLC
 136 ROUTE 38
 MOORESTOWN, NJ 08057
 856-321-0585
 Email: rcostigan@costiganllc.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

ABC CORP. 1 TO 10

Defendant

JOHN DOE 1 TO 10

Unable to create PDF file.

Date Filed	#	clear	Sort Order	Docket Text
09/26/2016	1	<input checked="" type="checkbox"/>	<input type="text"/>	NOTICE OF REMOVAL by A COUNTRY PLACE CONDOMINIUM ASSOCIATION, INC. from SUPERIOR COURT OF NEW JERSEY OCEAN COUNTY, case number OCN-L2319-16. (Filing and Admin fee \$ 400 receipt number CAM008135), filed by A COUNTRY PLACE CONDOMINIUM ASSOCIATION, INC.. (Attachments: # 1 Exhibit A, # 2 Civil Cover Sheet)(mps) (Entered: 09/26/2016)
09/26/2016	2	<input type="checkbox"/>	<input type="text"/>	MOTION for Order to Show Cause, MOTION for Temporary Restraining Order by A COUNTRY PLACE CONDOMINIUM ASSOCIATION, INC.. (Attachments: # 1 Brief, # 2 Affidavit)(mps) (Main Document 2 replaced on 9/29/2016) (ej,). (Attachment 1 replaced on 9/29/2016) (ej,). (Entered: 09/26/2016)
09/26/2016		<input type="checkbox"/>	<input type="text"/>	Set Deadlines as to 2 MOTION for Order to Show Cause MOTION for Temporary Restraining Order. Motion set for 11/7/2016 before Judge Brian R. Martinotti. Unless otherwise directed by the Court, this motion will be decided on the papers and no appearances are required. Note that this is an automatically generated message from the Clerk`s Office

				and does not supersede any previous or subsequent orders from the Court. (mps) (Entered: 09/26/2016)
09/26/2016	3	<input type="checkbox"/>	<input type="checkbox"/>	Corporate Disclosure Statement by A COUNTRY PLACE CONDOMINIUM ASSOCIATION, INC.. (mps) (Entered: 09/26/2016)
09/26/2016		<input type="checkbox"/>	<input type="checkbox"/>	CLERK'S QUALITY CONTROL MESSAGE - Please note Motion 2 was set in state court, please disregard motion return date scheduled for 11/7/2016. (mps) (Entered: 09/26/2016)
09/27/2016	4	<input type="checkbox"/>	<input type="checkbox"/>	ORDER SCHEDULING CONFERENCE: Initial Conference set for 12/16/2016 at 09:30 AM in Trenton - Courtroom 7E before Magistrate Judge Lois H. Goodman. Signed by Magistrate Judge Lois H. Goodman on 9/27/2016. (ej) (Entered: 09/27/2016)
09/27/2016	5	<input type="checkbox"/>	<input type="checkbox"/>	Notice to ANGELA MAIONE-COSTIGAN re mandatory eFiling. (mps) (Entered: 09/27/2016)
09/29/2016	6 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Letter from Jennifer Viera with better copies of previously filed documents. (Attachments: # 1 Order to Show Cause, # 2 Corporate Disclosure (Re Complaint only), # 3 Civil Cover Sheet, # 4 Brief, # 5 Removal, # 6 Answer, # 7 Certificate of Service, # 8 Civil Cover Sheet) (ej) (Entered: 09/29/2016)
09/29/2016	7	<input type="checkbox"/>	<input type="checkbox"/>	ANSWER to Complaint by A COUNTRY PLACE CONDOMINIUM ASSOCIATION, INC..(ej) (Entered: 09/30/2016)
10/04/2016	8	<input type="checkbox"/>	<input type="checkbox"/>	NOTICE of Appearance by RICHARD COSTIGAN on behalf of A COUNTRY PLACE CONDOMINIUM ASSOCIATION, INC. (COSTIGAN, RICHARD) (Entered: 10/04/2016)
10/12/2016	9	<input type="checkbox"/>	<input type="checkbox"/>	Mail Returned as Undeliverable. Mail sent to ANGELA MAIONE-COSTIGAN. Mail resent to revised address via USPS (mps) (Entered: 10/13/2016)
10/19/2016	10	<input type="checkbox"/>	<input type="checkbox"/>	Mail Returned as Undeliverable. Mail sent to ANGELA MAIONE-COSTIGAN. Mail resent to revised address via USPS. (mps) (Entered: 10/19/2016)
10/26/2016	11 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	MOTION TO DISSOLVE TEMPORARY RESTRAINTS by A COUNTRY PLACE CONDOMINIUM ASSOCIATION, INC.. (Attachments: # 1 Certification ATTORNEY CERTIFICATION, # 2 Certificate of Service CERTIFICATION OF SERVICE, # 3 Summons NOTICE OF MOTION, # 4 Text of Proposed Order ORDER, # 5 Exhibit EXHIBIT A, # 6 Exhibit EXHIBIT B, # 7 Exhibit EXHIBIT C, # 8 Exhibit EXHIBIT D, # 9 Exhibit EXHIBIT E, # 10 Exhibit EXHIBIT F)(COSTIGAN, ANGELA) (Entered: 10/26/2016)
10/26/2016		<input type="checkbox"/>	<input type="checkbox"/>	Set Deadlines as to 11 MOTION TO DISSOLVE TEMPORARY RESTRAINTS . Motion set for 11/21/2016 before Judge Brian R. Martinotti. Unless otherwise directed by the Court, this motion will be decided on the papers and no appearances are required. Note that this is an automatically generated message from the Clerk`s Office and does not supersede any previous or subsequent orders from the Court. (ej) (Entered: 10/26/2016)
10/28/2016	12	<input type="checkbox"/>	<input type="checkbox"/>	MEMORANDUM OPINION. Signed by Judge Brian R. Martinotti on 10/28/2016. (km) (Entered: 10/28/2016)

10/28/2016	13	<input type="checkbox"/>	<input type="checkbox"/>	ORDER denying 11 Motion to Dissolve Temporary Restraints as moot. Signed by Judge Brian R. Martinotti on 10/28/2016. (km) (Entered: 10/28/2016)
12/16/2016		<input type="checkbox"/>	<input type="checkbox"/>	Text Minute Entry for proceedings held before Magistrate Judge Lois H. Goodman: Initial Pretrial Conference held on 12/16/2016. (ij,) (Entered: 12/19/2016)
12/22/2016	14	<input type="checkbox"/>	<input type="checkbox"/>	PRETRIAL SCHEDULING ORDER: Telephone Status Conference set for 3/14/2017 11:00 AM before Magistrate Judge Lois H. Goodman. Defense counsel to initiate the call. Dispositive Motions due by 4/21/2017, made returnable 5/15/2017. Signed by Magistrate Judge Lois H. Goodman on 12/22/2016. (mps) (Entered: 12/22/2016)
01/12/2017	15	<input type="checkbox"/>	<input type="checkbox"/>	Order Appointing Mediator, JUDGE RAYMAND A. BATTEN appointed. Signed by Magistrate Judge Lois H. Goodman on 1/12/2017. (km) (Entered: 01/12/2017)
01/25/2017	16	<input type="checkbox"/>	<input type="checkbox"/>	Order Appointing Mediator, FRANCIS J. ORLANDO, JR; Mediator JUDGE RAYMAND A. BATTEN is terminated. All proceedings in this civil action are stayed for 60 days from the date of this Order. Signed by Magistrate Judge Lois H. Goodman on 1/25/2017. (km) (Entered: 01/25/2017)
02/24/2017	17	<input type="checkbox"/>	<input type="checkbox"/>	Letter from Angela Maione Costigan, Esquire. (COSTIGAN, ANGELA) (Entered: 02/24/2017)
03/03/2017	18	<input type="checkbox"/>	<input type="checkbox"/>	LETTER ORDER that the telephonic status conference set with the Court for 3/14/2017 will proceed as scheduled. Counsel are to confer prior to the conference with regard to the schedule. Signed by Magistrate Judge Lois H. Goodman on 3/3/2017. (mps) (Entered: 03/03/2017)
03/06/2017	19	<input type="checkbox"/>	<input type="checkbox"/>	Letter from ANGELA MAIONE COSTIGAN. (COSTIGAN, ANGELA) (Entered: 03/06/2017)
03/13/2017	20	<input type="checkbox"/>	<input type="checkbox"/>	TEXT ORDER cancelling the Telephone Conference Call scheduled for 3/14/17 with Magistrate Judge Lois H. Goodman. The new date/time will be set at a later time. Ordered by Magistrate Judge Lois H. Goodman on 3/13/17. (ij,) (Entered: 03/13/2017)
03/13/2017	21	<input type="checkbox"/>	<input type="checkbox"/>	Letter from Angela Maione Costigan, Esquire opposing Plaintiff's Request to Amend their Complaint. (COSTIGAN, ANGELA) (Entered: 03/13/2017)
03/21/2017		<input type="checkbox"/>	<input type="checkbox"/>	ATTENTION COUNSEL: The 3/14/17 Conference Call previously scheduled with Magistrate Judge Lois H. Goodman has been rescheduled to 4/13/17 at 10:00 a.m. (ij,) (Entered: 03/21/2017)
03/29/2017		<input type="checkbox"/>	<input type="checkbox"/>	ATTENTION COUNSEL: The Telephone Conference Call scheduled for 4/13/17 with Magistrate Judge Lois H. Goodman has been rescheduled to 4/26/17 at 12:00 p.m. (ij,) (Entered: 03/29/2017)
04/04/2017	22 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Letter from Angela Maione Costigan, Esq opposing Plaintiff's Request to Amend their Complaint u ir e opposing Plaintiff's Request to Amend their Complaint. (Attachments: # 1 Exhibit attachments to Judge Goodman letter)(COSTIGAN, ANGELA) (Entered: 04/04/2017)
04/12/2017	23	<input type="checkbox"/>	<input type="checkbox"/>	TEXT ORDER setting deadline for the filing of dispositive motions by

				5/12/17 and returnable 6/5/17. Parties are directed to meet and confer to see if issues can be resolved regarding plaintiff's proposed amendment to the Complaint. If issues can not be resolved parties are to submit letters setting forth positions and bases therefore by 4/26/17. The Telephone Conference Call set for 4/26/17 with Magistrate Judge Lois H. Goodman has been cancelled. Ordered by Magistrate Judge Lois H. Goodman on 4/12/17. (ij,) (Entered: 04/12/2017)
04/12/2017		<input type="checkbox"/>		Text Minute Entry for proceedings held before Magistrate Judge Lois H. Goodman: Telephone Conference held on 4/12/2017. (ij,) (Entered: 04/12/2017)
04/18/2017	24	<input type="checkbox"/>		CONSENT ORDER that Plaintiff shall file an amended complaint within 7 days. Defendant shall file an answer to the amended complaint within 14 days thereafter. Signed by Magistrate Judge Lois H. Goodman on 4/19/2017. (mps) (Entered: 04/19/2017)
04/19/2017	25	<input type="checkbox"/>		AMENDED COMPLAINT <i>and Jury Demand</i> against A COUNTRY PLACE CONDOMINIUM ASSOCIATION, INC., filed by DIANA LUSARDI, MARIE CURTO, STEVE LUSARDI.(ROMAN, JOSE) (Entered: 04/19/2017)
04/20/2017	26	<input type="checkbox"/>		<i>Defendants</i> ANSWER to Amended Complaint of Plaintiff by A COUNTRY PLACE CONDOMINIUM ASSOCIATION, INC.. (COSTIGAN, ANGELA) (Entered: 04/20/2017)
05/11/2017	27 <input type="checkbox"/>	<input type="checkbox"/>		MOTION for Partial Summary Judgment by MARIE CURTO, DIANA LUSARDI, STEVE LUSARDI. Responses due by 5/22/2017 (Attachments: # 1 Certificate of Service, # 2 Statement, # 3 Brief, # 4 Certification, # 5 Exhibit A - Deft Rogs & Ad, # 6 Exhibit B - Engleman Dep, # 7 Exhibit C- Bylaws, # 8 Exhibit D-bylawsamend, # 9 Exhibit E-Rules&Regs, # 10 Exhibit F-Pool Sch., # 11 Exhibit G-Pool Sch 16a, # 12 Exhibit H-Pool Sch 16b, # 13 Exhibit I- Rabbi Perr report, # 14 Exhibit J-Lusardi Ltr 1, # 15 Exhibit K-Fines, # 16 Exhibit L-Lusardi Ltr ADR, # 17 Exhibit M-Curto Ltrs, # 18 Exhibit N - Board ltr to Lusardi, # 19 Exhibit O-Fine Notice, # 20 Exhibit P-Engleman Aff, # 21 Text of Proposed Order)(ROMAN, JOSE) (Entered: 05/11/2017)
05/12/2017		<input type="checkbox"/>		Set Deadlines as to 27 MOTION for Partial Summary Judgment . Motion set for 6/5/2017 before Judge Brian R. Martinotti. Unless otherwise directed by the Court, this motion will be decided on the papers and no appearances are required. Note that this is an automatically generated message from the Clerk`s Office and does not supersede any previous or subsequent orders from the Court. (mps) (Entered: 05/12/2017)
05/12/2017	28 <input type="checkbox"/>	<input type="checkbox"/>		MOTION for Summary Judgment by A COUNTRY PLACE CONDOMINIUM ASSOCIATION, INC.. Responses due by 5/23/2017 (Attachments: # 1 Text of Proposed Order Order, # 2 Certificate of Service Cert of Filing and Mailing, # 3 Supplement Notice of Motion, # 4 Civil Cover Sheet Cover Sheet, # 5 Brief Brief, # 6 Certification Attorney Certification, # 7 Exhibit Exhibit List, # 8 Appendix Table of Authorities, # 9 Appendix Table of Contents, # 10 Exhibit Exhibit A, # 11 Exhibit Exhibit B, # 12 Exhibit Exhibit C, # 13 Exhibit Exhibit D, # 14 Exhibit Exhibit E, # 15 Exhibit Exhibit F, # 16 Exhibit Exhibit G, # 17 Exhibit Exhibit H, # 18 Exhibit Exhibit I, # 19 Exhibit Exhibit J, #

				20 Exhibit Exhibit K, # 21 Exhibit Exhibit L, # 22 Exhibit Exhibit M, # 23 Exhibit Exhibit N, # 24 Exhibit Exhibit O, # 25 Exhibit Exhibit P, # 26 Exhibit Exhibit Q, # 27 Exhibit Exhibit R)(COSTIGAN, ANGELA) (Entered: 05/12/2017)
05/12/2017		<input type="checkbox"/>	<input type="checkbox"/>	Set Deadlines as to 28 MOTION for Summary Judgment . Motion set for 6/5/2017 before Judge Brian R. Martinotti. Unless otherwise directed by the Court, this motion will be decided on the papers and no appearances are required. Note that this is an automatically generated message from the Clerk`s Office and does not supersede any previous or subsequent orders from the Court. (mps) (Entered: 05/12/2017)
05/22/2017	29 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RESPONSE in Opposition filed by A COUNTRY PLACE CONDOMINIUM ASSOCIATION, INC. re 27 MOTION for Partial Summary Judgment (Attachments: # 1 Civil Cover Sheet Cover Sheet, # 2 Brief Brief in Opposition, # 3 Text of Proposed Order Order, # 4 Certification Attorney Certification, # 5 Certificate of Service Cert of Service, # 6 Exhibit Exhibit List, # 7 Index Table of Authorities, # 8 Index Table of Contents, # 9 Exhibit Exhibit 1, # 10 Exhibit Exhibit 2, # 11 Exhibit Exhibit 3, # 12 Exhibit Exhibit 4, # 13 Exhibit Exhibit 5, # 14 Exhibit Exhibit 6, # 15 Exhibit Exhibit 7, # 16 Exhibit Exhibit 8, # 17 Exhibit Exhibit 9, # 18 Exhibit Exhibit 10, # 19 Exhibit Exhibit 11, # 20 Exhibit Exhibit 12)(COSTIGAN, ANGELA) (Entered: 05/22/2017)
05/22/2017	30 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RESPONSE in Opposition filed by MARIE CURTO, DIANA LUSARDI, STEVE LUSARDI re 28 MOTION for Summary Judgment (Attachments: # 1 Statement Responsive Statement of Facts, # 2 Certificate of Service)(ROMAN, JOSE) (Entered: 05/22/2017)
05/30/2017	31 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	REPLY BRIEF to Opposition to Motion filed by MARIE CURTO, DIANA LUSARDI, STEVE LUSARDI re 27 MOTION for Partial Summary Judgment (Attachments: # 1 Certificate of Service)(ROMAN, JOSE) (Entered: 05/30/2017)
01/23/2018	32 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Letter from Jose D. Roman re 27 MOTION for Partial Summary Judgment . (ROMAN, JOSE) (Entered: 01/23/2018)
01/31/2018	33 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OPINION filed. Signed by Judge Brian R. Martinotti on 1/31/2018. (mps) (Entered: 01/31/2018)
01/31/2018	34 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ORDER that Plaintiffs' 27 Motion for Partial Summary Judgment is denied. CPCA's 28 Motion for Summary Judgment is granted in part and denied in part as moot. The Court remands the matter to the Superior Court of New Jersey, Ocean County. The Clerk is directed to close the case. Signed by Judge Brian R. Martinotti on 1/31/2018. (mps) (Entered: 01/31/2018)
01/31/2018	35 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Transmittal Letter for remanded case to Ocean County Courthouse 118 Washington Street Toms River, NJ 08754 State No: OCN-L2319-16. Mailed certified copy of the Order remanding case. (mps) (Entered: 01/31/2018)
01/31/2018	36 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NOTICE OF APPEAL as to 34 Order of Dismissal, 33 Opinion by MARIE CURTO, DIANA LUSARDI, STEVE LUSARDI. Filing fee \$ 505, receipt number 0312-8443666. The Clerk's Office hereby certifies the record and the docket sheet available through ECF to be the certified

				list in lieu of the record and/or the certified copy of the docket entries. (POWELL, JOSEPH) (Entered: 01/31/2018)
02/05/2018	37	<input type="checkbox"/>	<input type="checkbox"/>	USCA Case Number 18-1212 for 36 Notice of Appeal (USCA), filed by MARIE CURTO, STEVE LUSARDI, DIANA LUSARDI. USCA Case Manager Timothy (TMM) (Document Restricted - Court Only) (ca3cjpg) (Entered: 02/05/2018)

Footer format:

(Numbers, letters, spaces, and
 <pagenum> only)

- Include full docket sheet
- Include documents in Appendix
- Include abridged docket sheet
- Include document hyperlinks in Appendix

or

PACER Service Center			
Transaction Receipt			
05/23/2018 16:00:22			
PACER Login:	pp1732:3097348:0	Client Code:	Curto
Description:	Docket Report	Search Criteria:	3:16-cv-05928-BRM-LHG Start date: 1/1/1970 End date: 5/23/2018
Billable Pages:	7	Cost:	0.70

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

MARIE CURTO, DIANA LUSARDI and
STEVE LUSARDI,

Plaintiffs,

v.

A COUNTRY PLACE CONDOMINIUM
ASSOCIATION, INC., ABC CORP. 1 to
10, and JOHN DOE 1 to 10.

Defendants.

CIVIL ACTION

Case No.: 3:16-CV-5928 (BRM)(LHG)

**FIRST AMENDED COMPLAINT AND
JURY DEMAND**

Plaintiffs Marie Curto, Diana Lusardi and Steve Lusardi residing in the Township of Lakewood, in the County of Ocean and State of New Jersey says by way of Complaint.

FACTUAL BACKGROUND

1. Defendant A Country Place Condominium Association, Inc. is a non-profit corporation organized under the laws of the State of New Jersey.
2. Defendant A Country Place Condominium Association governs a condominium community located in the Township of Lakewood, New Jersey.
3. Defendant A Country Place Condominium Association is subject to the laws, regulations and ordinances of the United States, the State of New Jersey and the Township of Lakewood.
4. Defendant A Country Place Condominium Association is subject to the its substantively lawful and lawfully passed Master Deeds of file, by-laws and its rules and regulations.

5. Defendant A Country Place Condominium Association maintains a business office at Recreation Building, South Lake Drive, Lakewood, New Jersey.

6. Defendants ABC Corp. 1 to 10 and John Doe 1 to 10 are fictitiously named persons and entities who engaged in the unlawful and unauthorized conduct outlined in this complaint who are presently unknown or who may later be joined in this action as a necessary party.

7. Plaintiff Steve Lusardi is 69 years old and is a resident in a condominium complex known as A Country Place in the Township of Lakewood, New Jersey.

8. Plaintiff Steve Lusardi resides with his wife, Plaintiff Diana Lusardi, who is 70 years old and their son Jason Lusardi.

9. Plaintiffs Steve Lusardi and Diana Lusardi are unit owners with an address of [REDACTED] Lakewood, NJ 08701.

10. Approximately 15 years ago Plaintiffs Steve Lusardi and Diana Lusardi were residents of A Country Place for a period of about 8 years, and during that time they used the community pool regularly.

11. During that time there were no set hours and anyone could use the pool at any time.

12. Subsequently Plaintiffs Steve Lusardi and Diana Lusardi moved out of Lakewood.

13. In June 2013 Plaintiffs Steve Lusardi and Diana Lusardi moved back to A Country Place to their current residence.

14. When they moved in they could use the pool at any time while it was open.

15. One of the reasons they purchased their current residence was so they could use the pool as husband and wife.

16. Plaintiffs Diana Lusardi had two strokes in early 2013 and she is disabled.

17. It was Plaintiffs Steve Lusardi and Diana Lusardi specific intention to conduct “pool therapy” as rehabilitation due to the strokes.

18. Plaintiffs all pay a monthly maintenance fee of \$215.00 per unit, which includes use of the pool.

19. Beginning in 2015 the Board of Directors for A Country Place began segregating pool hours by gender.

20. This year in the late spring/early summer 2016 the Board of Directors of A Country Place Condominium Association instituted a “Pool schedule and rules for Summer 2016.”

21. The rules provide that the pool is open from 8:00 a.m. to 9:00 p.m. daily.

22. The rules further state “Hours of use are posted. Please comply to give everyone the opportunity to enjoy the pool.”

23. From approximately June 2016 to the present, the pool schedule provided that the use of the pool would be segregated and restricted on the basis of gender, with the exception of all day Saturday and 1:00 p.m. to 3:00 p.m. Sunday through Friday.

24. The by-laws of A Country Place Condominium Association state that a husband and wife over the age of 55 may occupy a unit, along with any children 19 or over.

25. Plaintiffs Steve Lusardi and Diana Lusardi are both over 55 and their son Jason is over the age of 19.

26. The Lusardis are all valid residents according to the by-laws.

27. Based on information and belief, the community is comprised of 376 units.

28. The “General Information and Regulations of A Country Place Condominium Association,” dated September 2008 contain provisions governing pool usage.

29. The regulations relating to the pool do not authorize gender segregation, but rather state:

SWIMMING POOL

Pool hours are from 10:00 a.m to 8:00 p.m. Use of the pool is limited to residents and their guests. Badges may be obtained at the office. The pool rules are posted poolside.

30. On June 16, 2016 Plaintiff Steve Lusardi attended a Board meeting of A Country Place and read the statement.

31. In the statement Plaintiffs Steve Lusardi advised the Board that he moved back to A County Place because the pool would be very therapeutic for his disabled wife.

32. Plaintiffs Steve Lusardi asked the Board to explain its implementation of the schedule and specifically advised the Board that federal law prohibits discrimination based on gender.

33. In spite of the schedule Plaintiffs Steve Lusardi and Diana Lusardi used the pool during gender segregated hours.

34. In retaliation Plaintiffs Steve Lusardi and Diana Lusardi received a \$50.00 fine for an alleged violation of the “regulations.”

35. In response to the fine Plaintiff Steve Lusardi advised the board by letter dated July 1, 2016 that the by-laws contained no provisions regarding violations, the fining process or fines for offenses.

36. Plaintiff Steve Lusardi asked the Board “When was my hearing?”

37. Plaintiff Steve Lusardi asked the Board if it would follow federal law that prohibits discrimination based on gender.

38. Effective July 17, 2016 the pool schedule was modified, but the hours of gender segregation remained the same.

39. On July 21, 2016, Jason Lusardi, a legal resident of A Country Place, attended a meeting of the Board and he was not permitted to speak.

40. Jason Lusardi, who holds power of attorney for Plaintiff Diana Lusardi and is one of her caretakers was permitted to speak at a prior meeting on July 16, 2016.

41. Jason Lusardi is authorized by Plaintiff Diana Lusardi to speak on her behalf at Association meetings.

42. In response Plaintiff Steve Lusardi wrote a letter dated July 22, 2016 to the Board that requested that it explain its authority to prevent Jason Lusardi from speaking at a meeting.

43. On July 27, 2016 Plaintiff Steve Lusardi received a letter from the Board responding to some of his inquiries.

44. The letter did not outline the authority for the pool schedule or fines other than to state “ACP is a private Association and as per counsel we are well within our rights to serve the vast majority of the community (even though we also provide and are considerate for the minority). You are inconsiderate of the majority and wish for minority rule. That is not our community.”

45. In addition, with regard to preventing Jason Lusardi from speaking, the letter stated, “only Home Owners are permitted to attend Open Meetings.”

46. However, the by-laws do not have such a provision.

47. On July 24, 2016 Plaintiff Steve Lusardi exited the pool was told to “Cover Up” by the Board Treasurer, Fay Engelman, even though he was fully clothed and wearing a shirt, a bathing suit and sandals.

48. Ms. Engelman pointed to new rule posted on the lobby door stating, “If going into the pool please enter lobby in proper attire.”

49. Plaintiff Steve Lusardi memorialized this incident in a letter to the Board dated July 28, 2016.

50. On July 31, 2016 Plaintiff Steve Lusardi wrote to the Board again and asked for the fine schedule for pool violations.

51. Plaintiff Steve Lusardi also requested documentation of a claim made by the Board at a June meeting that 200 members requested the pool schedule.

52. On August 4, 2016 Plaintiff Steve Lusardi received a notice presumably sent to all members of the Association.

53. The notice appears to be in large part directed to the Plaintiffs.

54. The notice states without authority that only homeowners can attend Open Meetings.

55. The notice discusses a sliding scale of \$50, \$100, and \$250 for violations and also states:

Another fee which we impose which has been oft discussed is a sliding scale fee where you restrict the rights of other Homeowners. This violates the basic acceptance of the rights of others, which you feel your rights have priority to others. The vast majority of Homeowners have asked for separate swimming hours. They have also asked for separate hours for only adult resident swimming. We have provided that as well as provided All resident mixed swim for those few who want it. We have done that in an equitable and fair manner.

When there is a blatant violation we have imposed a sliding scale. \$50 the first offense, \$100 the second offense and \$250 the third offense. People have paid the

fees and have agreed to live in according to the will of the vast majority. We ask that you respect people's religious and cultural preferences so that an issue of a fine never comes up. Our pool, for example, cannot support or be pleasurable when grandparents bring more than 3-4 grandchildren, or when during separate hours you decide to intrude and cause people to have to leave because you violate their religious beliefs. During Adult Resident swim time, please don't come with your daughters or granddaughters or friends. Please have respect and courtesy. This is a private association of senior Homeowners, not a public action park.

56. Prior to the filing of the lawsuit, Plaintiffs Steve and Diana Lusardi were merely seeking a little more than 2 hours at the pool to conduct physical therapy due to Diana Lusardi's disability.

57. Plaintiff Steve Lusardi and his son, Jason Diana have been harassed, intimidated, and have received threats of violence within their community due to their complaints regarding the pool.

58. As of August 15, 2016 Plaintiffs Steve and Diana Lusardi have listed their home for sale solely due to the gender segregation in the pool and what has transpired as a result.

59. Plaintiff Marie Curto is 60 years old.

60. Plaintiff Marie Curto is a unit owner at A Country Place and her address is [REDACTED] Lakewood, NJ 08701.

61. One of the reasons Plaintiff Marie Curto purchased her residence was so she could use the pool with her family.

62. On or about June 28, 2016 Plaintiff Marie Curto was issued a \$50.00 fine by the Board for "Violation of Pool Policy."

63. Though not stated in the June 28, 2016 letter, the fine was issued because Plaintiff Marie Curto used the pool during gender segregated hours.

64. After Plaintiff Marie Curto received the fine she made three written requests between June 28, 2016 and July 21, 2016 for a meeting with the Board to dispute the fine and discuss the pool hours.

65. On July 21, 2016 the Board replied to my email, stating that (1) the Board was unable to meet with her, (2) the “pool [hours] meet the requirements of current residents,” and (3) the fine was issued because on Friday, June 24, 2016 she refused to leave the pool during men swim hours at 4:30 p.m.

66. On July 22, 2016 Plaintiff Marie Curto sent an email to the Board outlining various concerns, including the following:

- a. Having segregated swimming for all but two hours on Sunday was unfair to married couples and working people;
- b. The swimming hours should have been put up for a vote;
- c. The segregated swimming hours are discriminatory;
- d. The community did not have an ADR system in place in accordance with NJ state law, and the Board was refusing to meet with her.

67. On July 27, 2016 the Board responded to Plaintiff Marie Curto regarding the pool hours as follows:

It is you that is unfair to the vast majority of our residents. The vast majority of people would not want any mixed gender swim hours at all. That is the community you live in.

...

The vast majority of people would abolish any mixed swimming, because that is the will of the majority. As an accommodation to the minority, you have almost 30 percent of the hours as well as women can always come during women’s hours and men during men’s hours. To give you more on Sunday would be to take away from the majority (much more than 70% of people).

68. Plaintiff Marie Curto is not yet retired.

69. Plaintiff Marie Curto is employed full-time in Freehold, NJ and has a 30 minute commute.

70. Plaintiff Marie Curto's work hours are Monday through Friday, 8:30 a.m. to 4:30 p.m.

71. Due to Plaintiff Marie Curto's work schedule she has very little opportunity to use the pool Monday through Friday.

72. Plaintiff Marie Curto's son had previously swam with her after work, but she is now unable to do that now due to the pool schedule.

73. The current by-laws were enacted in 2010 and subject the A Country Place Condominium Association to the provisions of the Condominium Act, N.J.S.A. 46:8B-1 to -38.

74. According to the by-laws, each unit has one vote and the Association is comprised of all condominium unit owners or members.

75. The term a "majority of members" is defined in the by-laws as "the majority of votes cast."

76. The by-laws further state as follows:

16. **RULES OF CONDUCT.** Rules and regulations concerning the use and occupancy of the dwelling units and common areas and facilities may be promulgated and amended by the Board of Directors with the approval of a majority of votes cast by members. Copies of such rules and regulations shall be furnished by the Board of Directors to each member prior to the time when the same shall become effective.

18. **ASSESSMENT OF FINES.** The Board of Directors shall have the authority to assess fines for the violation of any of the provisions of the Master Deed, By-Laws, or Rules & Regulations.

77. The by-laws, however, do not contain any provisions relating to the amount of fines, a system for the imposition of fines, or a dispute resolution procedure to challenge a fine.

78. The Regulations of the Association as well as the "Pool schedule and rules for summer 2016" nowhere indicate that fines will be imposed for violating informally posted pool rules or the gender segregated schedule.

COUNT I

(Federal Fair Housing Act – Sex Discrimination)

1. The Plaintiffs repeat each and every allegation of the Factual Allegations as if same were set forth herein at length.

2. The Federal Fair Housing Act, 42 U.S.C. § 3601 et seq., as amended, prohibits discrimination in housing because of race, color, religion, sex, national origin, familial status, or disability.

3. Specifically, pursuant to 42 U.S.C. § 3604(b) it is unlawful: To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin.

4. In addition, the accompanying federal regulations codified at 24 C.F.R. § 100.65(b)(4), state that prohibited actions include: Limiting the use of privileges, services or facilities associated with a dwelling because of race, color, religion, sex, handicap, familial status, or national origin of an owner, tenant or a person associated with him or her.

5. Pursuant to 42 U.S.C. § 3617, it is unlawful to interfere, threaten, or coerce persons in the exercise of their fair housing rights.

6. Pool usage restrictions have been universally held to be a blatant violation of the above referenced federal statute and regulations.

7. Defendants pattern of conduct has created a hostile housing environment.

8. Defendants pattern of conduct has been negligent, grossly negligent, reckless, willful, and with a callous disregard of or indifference to the Plaintiffs' rights.

9. Defendants acted with knowledge that their actions violated the law or with reckless indifference to the Plaintiffs' rights.

WHEREFORE, Plaintiffs demand judgment against the Defendants, including:

- A. Permanent injunctive relief prohibiting Defendants from directly or indirectly proposing, implementing or enforcing common area gender segregation rules, regulations, by-laws and/or changes to the master deed;
- B. Permanent injunctive relief prohibiting Defendants from issuing violation notices, fines or sanctions, monetary or otherwise, when males use the community pool in the presence of females, or when females use the community pool in the presence of males;
- C. Voiding past and present pool schedules segregated by gender and any previously issued violation notices, fines or sanctions, monetary or otherwise, to any person for violation of the "A Country Place Pool Schedule 2016;"
- D. Voiding ab initio the violation notices and fines issued on June 28, 2016 to Plaintiff Marie Curto and Plaintiffs Steve and Diana Lusardi;
- E. Compensatory and consequential damages, including out-of-pocket financial losses, loss of use of opportunity and amenities, pain and suffering, emotional distress, mental anguish and humiliation, and other incidental damages;
- F. Pre- and post-judgment interest;
- G. Punitive damages;
- H. Attorney fees and costs of suit; and
- I. For other such relief as authorized by law and statute that the Court deems equitable and just.

COUNT II

(New Jersey Law Against Discrimination)

1. The Plaintiffs repeat each and every allegation of this verified complaint as if same were set forth herein at length.

2. The New Jersey Law Against Discrimination N.J.S.A. 10:5-4 provides that “All persons shall have the opportunity to obtain employment, and to obtain all the accommodations, advantages, facilities, and privileges of any place of public accommodation, publicly assisted housing accommodation, and other real property without discrimination because of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex or source of lawful income used for rental or mortgage payments, subject only to conditions and limitations applicable alike to all persons. This opportunity is recognized as and declared to be a civil right.”

3. Defendants’ conduct outlined in the Factual Allegations and Count I and II also violated the New Jersey Law Against Discrimination.

WHEREFORE, Plaintiffs demand judgment against the Defendants, including:

- A. Permanent injunctive relief prohibiting Defendants from directly or indirectly proposing, implementing or enforcing common area gender segregation rules, regulations, by-laws and/or changes to the master deed;
- B. Permanent injunctive relief prohibiting Defendants from issuing violation notices, fines or sanctions, monetary or otherwise, when males use the community pool in the presence of females, or when females use the community pool in the presence of males;
- C. Voiding past and present pool schedules segregated by gender and any previously issued violation notices, fines or sanctions, monetary or otherwise, to any person for violation of the “A Country Place Pool Schedule 2016;”
- D. Voiding ab initio the violation notices and fines issued on June 28, 2016 to Plaintiff Marie Curto and Plaintiffs Steve and Diana Lusardi;

- E. Compensatory and consequential damages, including out-of-pocket financial losses, loss of use of opportunity and amenities, pain and suffering, emotional distress, mental anguish and humiliation, and other incidental damages;
- F. Pre- and post-judgment interest;
- G. Punitive damages;
- H. Attorney fees and costs of suit; and
- I. For other such relief as authorized by law and statute that the Court deems equitable and just.

COUNT III

(Horizontal Property Act and Condominium Act)

1. The Plaintiffs repeat each and every allegation of this verified complaint as if same were set forth herein at length.

2. The pool falls within the definition of a “general common element” in the Horizontal Property Act, N.J.S.A. 46:8A-2.

3. Defendant’s actions resulted in an unlawful partition and frustration of use of the common elements, and otherwise hindered and encroached on the lawful rights of Plaintiffs in violation of the Horizontal Property Act.

4. Defendants actions in instituting and enforcing the gender segregated pool rules and regulations were not authorized by law, the master deed, by-laws, and rule and regulations and are substantively void and unenforceable.

5. Defendants actions failed to comply with the procedural requirements set forth by law, the master deed, by-laws, and rule and regulations and are procedurally void and unenforceable.

6. Defendant’s issuance of fines is not authorized by the Horizontal Property Act and those fines are void and unenforceable.

7. In the alternative, Defendants issuance of fines without a system affording due process and/or a dispute resolution process is contrary to New Jersey common law and the provisions of the Condominium Act.

8. To the extent it may be applicable, the Condominium Act provides at N.J.S.A. 46:8B-14 that the Association must provide and “fair and efficient” means for unit owners to resolve disputes between one another or against the Association.

9. To the extent it may be applicable, the Condominium Act also requires condominium associations to provide written notice of dispute resolution as a condition of issuing a fine. N.J.S.A. 46:8B-15f.

WHEREFORE, Plaintiffs demand judgment against the Defendants, including:

- A. Permanent injunctive relief prohibiting Defendants from directly or indirectly proposing, implementing or enforcing common area gender segregation rules, regulations, by-laws and/or changes to the master deed;
- B. Permanent injunctive relief prohibiting Defendants from issuing violation notices, fines or sanctions, monetary or otherwise, when males use the community pool in the presence of females, or when females use the community pool in the presence of males;
- C. Voiding past and present pool schedules segregated by gender and any previously issued violation notices, fines or sanctions, monetary or otherwise, to any person for violation of the “A Country Place Pool Schedule 2016;”
- D. Voiding ab initio the violation notices and fines issued on June 28, 2016 to Plaintiff Marie Curto and Plaintiffs Steve and Diana Lusardi;
- E. Compensatory and consequential damages, including out-of-pocket financial losses, loss of use of opportunity and amenities, pain and suffering, emotional distress, mental anguish and humiliation, and other incidental damages;
- F. Pre- and post-judgment interest;
- G. Attorney fees and costs of suit; and
- H. For other such relief as authorized by law and statute that the Court deems equitable and just.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

MARIE CURTO, DIANA LUSARDI :
AND STEVE LUSARDI :

: CASE NO: 3:16-CV-5928

V

A COUNTRY PLACE
CONDOMINIUM :
ASSOCIATION, INC. :

**DEFENDANT’S ANSWER TO PLAINTIFF’S FIRST AMENDED
COMPLAINT**

Defendant, A Country Place Condominium Association, Inc. by and through its undersigned attorneys, Costigan and Costigan, LLC. hereby files it’s answer to Plaintiff’s First Amended complaint of plaintiffs as follows:

FACTUAL BACKGROUND

1. Admitted.
2. Denied.
3. Denied as a conclusion of law.
4. Denied as a conclusion of law.
5. Denied.
6. This paragraph is not directed to answering defendant, accordingly, it is Denied.
7. Neither admitted nor denied and plaintiff is left to his proofs.
8. Neither admitted nor denied and plaintiff is left to his proofs.

9. Admitted.
10. Neither admitted nor denied and plaintiffs are left to their proofs.
11. Denied.
12. Neither admitted nor denied and plaintiffs are left to their proofs.
13. Neither admitted nor denied and plaintiffs are left to their proofs.
14. Denied.
15. Neither admitted nor denied and plaintiffs are left to their proofs.
16. Neither admitted nor denied and plaintiffs are left to their proofs.
17. Neither admitted nor denied and plaintiffs are left to their proofs.
18. Denied.
19. Denied.
20. The allegations in this paragraph refer to a written document the contents of which speak for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.
21. The allegations in this paragraph refer to a written document the contents of which speak for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.
22. The allegations in this paragraph refer to a written document the contents of which speak for itself. Any such allegations which plaintiff claim give rise to any causes of action against answering defendant are denied.
23. The allegations in this paragraph refer to a written document the contents of which speak for itself. Any such allegations which plaintiff claim give rise to any causes of action against answering defendant are denied.

24. The allegations in this paragraph refer to a written document, the contents of which speak for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.

25. Neither admitted nor denied and plaintiffs are left to their proofs.

26. Denied as a conclusion of law.

27. Admitted.

28. The allegations in this paragraph refer to a written document, the contents of which speaks for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.

29. The allegations in this paragraph refer to a written document, the contents of which speaks for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.

30. Neither admitted nor denied and plaintiffs are left to their proofs.

31. Neither admitted nor denied and plaintiffs are left to their proofs.

32. Neither admitted nor denied and plaintiffs are left to their proofs.

33. Neither admitted nor denied and plaintiffs are left to their proofs.

34. Denied.

35. The allegations in this paragraph refer to a written document the contents of which speaks for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.

36. Neither admitted nor denied and plaintiff is left to his proofs.

37. Neither admitted nor denied and plaintiff is left to his proofs.
38. The allegations in this paragraph refer to a written document the contents of which speaks for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.
39. Denied.
40. Neither admitted nor denied and plaintiffs are left to their proofs.
41. Neither admitted nor denied and plaintiffs are left to their proofs.
42. The allegations in this paragraph refer to a written document the contents of which speaks for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.
43. The allegations in this paragraph refer to a written document, the contents of which speaks for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.
44. The allegations in this paragraph refer to a written document, the contents of which speaks for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.
45. The allegations in this paragraph refer to a written document, the contents of which speaks for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.
46. The allegations in this paragraph refer to a written document, the contents of which speaks for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.
47. Denied.

48. Denied.

49. The allegations in this paragraph refer to a written document the contents of which speaks for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.

50. The allegations in this paragraph refer to a written document the contents of which speak for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.

51. Denied.

52. The allegations in this paragraph refer to a written document the contents of which speaks for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.

53. Denied.

54. The allegations in this paragraph refer to a written document, the contents of which speaks for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.

55. The allegations in this paragraph refer to a written document, the contents of which speaks for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.

56. Denied.

57. Denied.

58. Neither admitted nor denied and plaintiff is left to his proofs.

59. Neither admitted nor denied and plaintiff is left to her proofs.

60. Admitted.

61. Neither admitted nor denied and plaintiff is left to her proofs.
62. The allegations in this paragraph refer to a written document the contents of which speaks for itself. Any such allegations which plaintiff claims give rise to any causes of action against answering defendant are denied.
63. Denied.
64. Denied.
65. Denied.
66. Denied.
67. Denied.
68. Neither admitted nor denied and plaintiff is left to her proofs.
69. Neither admitted nor denied and plaintiff is left to her proofs.
70. Neither admitted nor denied and plaintiff are left to her proofs.
71. Neither admitted nor denied and plaintiff is left to her proofs.
72. Neither admitted nor denied and plaintiff is left to her proofs.
73. Denied.
74. The allegations in this paragraph refer to a written document, the contents of which speaks for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.
75. The allegations in this paragraph refer to a written document, the contents of which speaks for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.

76. The allegations in this paragraph refer to a written document, the contents of which speaks for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.

77. The allegations in this paragraph refer to a written document, the contents of which speaks for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.

78. The allegations in this paragraph refer to a written document, the contents of which speaks for itself. Any such allegations which plaintiffs claim give rise to any causes of action against answering defendant are denied.

**COUNT ONE-FEDERAL FAIR HOUSING ACT/SEX
DISCRIMINATION**

1. Defendant repeats its answers to paragraphs 1-78 as if same were set forth herein at length.
2. Denied as a conclusion of law.
3. Denied as a conclusion of law.
4. Denied as a conclusion of law.
5. Denied as a conclusion of law.
6. Denied as a conclusion of law.
7. Denied as a conclusion of law.
8. Denied as a conclusion of law.
9. Denied as a conclusion of law.

WHEREFORE, answering defendant demands judgment in it's favor and against plaintiffs.

COUNT TWO-NEW JERSEY LAW AGAINST DISCRIMINATION

1. Answering defendant incorporates its answers to paragraphs 1-78 and in Count One as if same were set forth herein at length.
2. Denied as a conclusion of law.
3. Denied as a conclusion of law.

WHEREFORE, answering defendant demands judgment against plaintiffs.

COUNT THREE-VIOLATION OF THE HORIZONTAL CONDOMINIUM ACT

1. Answering defendant incorporates its answers to paragraphs 1-78 and in Count One and Count Two as if same were set forth herein at length.
2. Denied as a conclusion of law.
3. Denied as a conclusion of law.
4. Denied as a conclusion of law.
5. Denied as a conclusion of law.
6. Denied as a conclusion of law.
7. Denied as a conclusion of law.
8. Denied as a conclusion of law.
9. Denied as a conclusion of law.

WHEREFORE, answering defendant demands judgment against plaintiffs.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a cause of action upon which relief can be granted as against this defendant.

SECOND AFFIRMATIVE DEFENSE

The damages, if any, sustained by plaintiffs were the result of an independent, intervening cause for which this defendant may not be held liable.

THIRD AFFIRMATIVE DEFENSE

This defendant did not proximately cause any injury or damage to the plaintiffs.

FOURTH AFFIRMATIVE DEFENSE

This defendant cannot be held vicariously liable to the plaintiffs for acts of third persons who are not the agents, servants, and/or employees of these defendants.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs have failed to reasonably mitigate any damages claimed and

Against Discrimination N.J.S. 10:5-1 et seq.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiffs are in violation of the New Jersey Condominium Act., N.J.S.
46:8B-1 et seq.

THIRTEENTH AFFIRMATIVE DEFENSE

Defendant has not violated any provisions of the Fair Housing
Amendments Act of 1988.

FOURTEENTH AFFIRMATIVE DEFENSE

Defendant has made all reasonable accommodation to all unit owners
herein.

FIFTEENTH AFFIRMATIVE DEFENSE

Defendant has not violated any state, local, federal statute, rule or
ordinance.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiffs are barred from any recovery by reason of plaintiffs'
unclean hands.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiffs were aware of the facts, circumstances and conditions
existing at the time and place set forth in the Complaint and voluntarily

assumed any and all risks present and arising therefrom.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiffs have failed to join in this action all necessary and proper parties.

NINETEENTH AFFIRMATIVE DEFENSE

Plaintiffs have failed to join a party or parties without whom the action cannot Proceed.

TWENTIETH AFFIRMATIVE DEFENSE

Defendant is entitled to any set-offs or deductions from any damages awarded under the doctrine of Collateral Source both under common law and by statute.

TWENTY FIRST AFFIRMATIVE DEFENSE

Plaintiffs lack standing to maintain this cause of action

TWENTY SECOND AFFIRMATIVE DEFENSE

Any Rule that discriminates against members of a religion as a protected class must be stricken.

TWENTY THIRD AFFIRMATIVE DEFENSE

Defendant has not violated any provisions of the N.J. Condominium

Act N.J.S. 46: 8B-1.

TWENTY FOURTH AFFIRMATIVE DEFENSE

Defendant is entitled to relief under the Federal Fair Housing Act, 42 U.S.C. § 3601 et seq.

TWENTY FIFTH SEPARATE DEFENSE

Religion is a protected class under the Federal Fair Housing Act, 42 U.S.C. § 3604.

TWENTY SIXTH SEPARATE DEFENSE

The imposition of male/female pool hours is mandated by the Federal Fair Housing Act, 42 U.S.C. § 3601 et seq. because religion is a protected class.

TWENTY SEVENTH SEPARATE DEFENSE

Plaintiffs have unlawfully coerced, intimidated, threatened and interfered with the defendant and the lawful residents' exercise of religion in violation of 42 U.S.C. § 3617.

TWENTY EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs have violated the rights of defendant and lawful residents to exercise their religious beliefs in violation of the NJ Law against

discrimination.

TWENTY NINTH SEPARATE DEFENSE

Defendant has not violated any provisions of the New Jersey Horizontal Property Act.

Wherefore, Defendant requests that the Plaintiffs' Complaint be dismissed and that defendant be reimbursed its costs and attorney's fees expended in the defense of this matter as well as such other and further relief as this Court deems just and proper.

JURY DEMAND

The defendant hereby demands a trial by jury on all issues.

6/20/18



Date

Angela Maione Costigan, Esquire
Attorney for Defendant, A Country Place
Condominium Association, Inc.

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

MARIE CURTO, DIANA LUSARDI AND
STEVE LUSARDI,

CIVIL ACTION

Case No.: 3:16-CV-5928 BRM LHG

v.

A COUNTRY PLACE CONDOMINIUM
ASSOCIATION, INC.

INTERROGATORIES TO
DEFENDANT

TO: Counsel for Defendant A Country Place
Angela Maione Costigan, Esq.
Costigan and Costigan, LLC
136 Route 38
Moorestown, NJ 08057

COUNSEL:

Plaintiffs hereby propounds the following Interrogatories to Defendant, to be answered separately and fully, in writing, under oath and in accordance with the Federal Rules of Civil Procedure.

POWELL & ROMAN, LLC
Attorneys for Plaintiffs

By:



José D. Román

Dated: December 13, 2016

PLAINTIFFS' INTERROGATORIES TO DEFENDANT

1. State the full name and business address of each defendant and if a corporation, the exact corporate name.
2. Identify all person(s) answering or assisting in the answering of these interrogatories and their relationship to Defendant.
3. Identify all Trustees, Directors, and Officers of Defendant from 2010 to present.
4. State with reference to supporting documents whether the A Country Place community is currently established under the Horizontal Property Act, N.J.S.A. § 46:8A-1 et. or the Condominium Act, N.J.S.A. § 46:8B-1 et. seq. Attach any supporting documents.
5. If you contend that the A Country Place community is governed by the Condominium Act, N.J.S.A. § 46:8B-1 et. seq., state with reference to supporting documents whether there has been a formal waiver of the Horizontal Property Regime as set forth in N.J.S.A. § 46:8A-12. Attach any supporting documents.
6. If you contend that Defendant is not liable because certain Trustees, Directors, or Officers acted outside the scope of their authority, identify all such persons.
7. State whether Defendant obtained any opinions as to the legality of the A Country Place Pool Schedule 2016 (or prior schedules that segregated men and women) before such schedules were implemented. If so, state the name and address of such persons who provided such opinions and attach a copy of any written opinions, memorandum, etc.
8. Identify all Trustees, Directors, or Officers who were involved in formulating and implementing (not simply voting for or against) the A Country Place Pool Schedule from 2010 to present. Identify their name, title, address, and their level of involvement, and attach all documents relating to the formulating and implementing of said pool schedules.
9. Identify all Trustees, Directors, or Officers who voted on whether to approve the A Country Place Pool Schedule from 2010 to present. Identify their name, title, and address, and attach all documents relating to meetings and voting record of said pool schedules.
10. Identify all Trustees, Directors, or Officers who were involved in formulating and implementing (not simply voting for or against) the fines for violations of rules and regulations from 2010 to present. Identify their name, title, address, and their level of involvement, and attach all documents relating to the formulating and implementing of said fines.
11. Identify all Trustees, Directors, or Officers who voted on whether to approve the fines for violations of rules and regulations from 2010 to present. Identify their name, title, and address, and attach all documents relating to meetings and voting record of said fines.
12. State whether the A Country Place Pool Schedule from 2010 to present was ever voted on

by the members of the association. Attach all documents relating to notices, meetings and voting record of said pool schedules.

13. Describe in detail the notice provided to members of the Association prior to implementation of the A Country Place Pool Schedule from 2010 to present. Attach all documents relating to such notice.

14. Describe in detail the notice provided to members of the Association relating to fines for violations of rules and regulations from 2010 to present. Attach all documents relating to such notice.

15. State in detail the reasons that Defendant has attempted to prohibit men from using the pool at A Country Place during "Ladies Swim" hours.

16. State in detail the reasons that Defendant has attempted to prohibit women from using the pool at A Country Place during "Mens Swim" hours.

17. State the dates that the swimming pool at A Country Place was open in 2016.

18. State the names and addresses of all persons who have knowledge of any relevant facts relating to the case.

19. State the name and address of any person who has made a statement relevant to this lawsuit. Attach a copy of any such written or recorded statements (audio or video) or provide a summary if any such statements were oral, along with the date of the statement, and name and address of the persons who made the statement and to whom the statement was made.

20. If you claim that the plaintiff made any statements or admissions as to the subject matter of this lawsuit, provide a copy of any such statements or admissions whether written or recorded (audio or video) or provide a summary of any such statements or admissions if oral, along with the date of any such statements or admissions, and the name and address of the person to whom the statement or admission was made.

21. If you intend to rely on any statute, rule, regulation or ordinance, state the exact title and section.

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

MARIE CURTO, DIANA LUSARDI AND
STEVE LUSARDI,

CIVIL ACTION

Case No.: 3:16-CV-5928 BRM LHG

v.

A COUNTRY PLACE CONDOMINIUM
ASSOCIATION, INC.

**REQUEST FOR ADMISSIONS TO
DEFENDANT**

Plaintiffs hereby propounds the following Requests for Admissions to Defendant, to be answered in accordance with the Federal Rules of Civil Procedure, as follows:

1. The A Country Place swimming pool is a “general common element” as outlined in section 4(e) of the Master Deed.
2. The A Country Place swimming pool is a “general common element” as defined in N.J.S.A. 46:8A-2.
3. With the exception of “familial status,” Section 3604(b) of the Federal Fair Housing Act, 42 USC 3601 et. seq. applies to the A Country Place Condominium Association, Inc.
4. The A Country Place Condominium Association, Inc. is not a religious society or congregation (see N.J.S.A. 16:1-1 et. seq.).
5. The A Country Place Condominium Association, Inc. is not affiliated with any religious society or congregation (see N.J.S.A. 16:1-1 et. seq.).
6. From the seasonal opening of the swimming pool in May 2016 through July 16, 2016 the following pool usage restrictions were in place at the A Country Place community pool:

- a. Men were prohibited from using the swimming pool from 8:00 am to 11:00 am Sunday through Friday;
- b. Women were prohibited from using the swimming pool from 11:00 am to 1:00 pm Sunday through Friday;
- c. Men were prohibited from using the swimming pool from 3:00 pm to 4:00 pm Sunday through Friday;
- d. Men were prohibited from using the swimming pool from 4:00 pm to 5:00 pm Sunday through Thursday;
- e. Women were prohibited from using the swimming pool from 4:00 pm to 6:45 pm on Friday;
- f. Men were prohibited from using the swimming pool from 5:00 pm to 6:45 pm Sunday, Tuesday and Thursday;
- g. Women were prohibited from using the swimming pool from 5:00 pm to 6:45 pm on Monday and Wednesday;
- h. Women were prohibited from using the swimming pool from 6:45 pm to 9:00 pm Sunday through Friday;

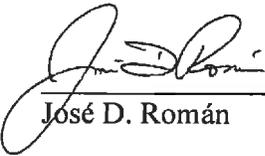
7. From July 17, 2016 to October 2016 when the pool was closed for the season the following pool usage restrictions were in place at the A Country Place community pool:

- a. Men were prohibited from using the swimming pool from 8:00 am to 11:00 am Sunday through Friday;
- b. Women were prohibited from using the swimming pool from 11:00 am to 1:00 pm Sunday through Friday;

- c. Men were prohibited from using the swimming pool from 3:00 pm to 4:00 pm Sunday through Friday;
- d. Men were prohibited from using the swimming pool from 4:00 pm to 5:00 pm Sunday through Thursday;
- e. Women were prohibited from using the swimming pool from 4:00 pm to 6:45 pm on Friday;
- f. Men were prohibited from using the swimming pool from 5:00 pm to 6:00 pm on Monday;
- g. Men were prohibited from using the swimming pool from 5:00 pm to 6:45 pm Tuesday and Thursday;
- h. Women were prohibited from using the swimming pool from 6:00 pm to 6:45 pm on Monday;
- i. Women were prohibited from using the swimming pool from 5:00 pm to 6:45 pm on Monday and Wednesday;
- j. Women were prohibited from using the swimming pool from 6:45 pm to 9:00 pm Sunday through Friday;

POWELL & ROMAN, LLC
Attorneys for Plaintiffs

By: _____


José D. Román

Dated: December 13, 2016

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

MARIE CURTO, DIANA LUSARDI : CIVIL ACTION
AND STEVE LUSARDI :

V

: Case No.: 3:16-CV-5928

A COUNTRY PLACE
CONDOMINIUM
ASSOCIATION, INC. :

**DEFENDANT'S RESPONSE TO PLAINTIFFS' FIRST SET OF
INTERROGATORIES**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, defendant hereby responds to the First Set of Interrogatories propounded by the plaintiffs as follows:

GENERAL OBJECTIONS

SPECIFIC OBJECTIONS AND RESPONSES

Subject to and without waiving the General Responses and Objections set forth above,

1. Defendant A Country Place Condominium Association, Inc. is a NJ non-profit corporation with a business address of 1400 S. Lake Drive Lakewood, NJ 08701
2. Fayge Engleman,- Board Trustee, Treasurer.
3. Objection. Plaintiffs' complaint only alleges improper board actions in 2016 . Notwithstanding this objection, Fayge Engleman, June 2010-present, Barry Frischman, November 2012-present, Livia Cohen, November 2014-present. Isaac Holtz, October 2015-present,

and Barry Hertz, 2 September 2015-present, Joseph Gruen-August 2013-September 2015, Gary Eisenberger- December 2013- September 2015, Milton Nussbaum- November 2013-November 2014, Marie Curto- August 2013 to December 2013, Paul Richmond. November 2009- February 2011.

4. Objection. This interrogatory calls for a legal conclusion. Notwithstanding this objection, the Master Deed dated 3-6-1969 states that the association was created pursuant to the Horizontal Property Act.
5. See Defendant's answer to interrogatory number 4 above.
6. Objection. This interrogatory calls for a legal conclusion.
7. Objection. This interrogatory calls for a legal conclusion.
8. See defendant's answer to interrogatory number 3 above. See all documents as A Country Place 1- 168 by defendant to plaintiffs' document requests.
9. See defendant's answer to interrogatory number 3 above.
10. See defendant's answer to interrogatory number 3 above.
11. See defendant's answer to interrogatory number 3 above.
12. No.
13. All unit owners were noticed through the monthly bulletin, the Caller and all notices were affixed to the Community Bulletin Board. See also defendant's answer to plaintiffs' document requests.
14. See defendant's answer to interrogatory number 13 above.
15. Objection. This interrogatory calls for a legal conclusion. Notwithstanding this objection, religion is a protected class under the Fair Housing Act, Therefore, by implementing the pool hours, the board is accommodating the religious beliefs of the majority of the

unit owners who are Orthodox Jewish and accommodating the rest of the unit owners by providing open swimming hours.

16. See defendant's answers to interrogatory number 15 above.

17. End of May 2016-September 21-2016.

18. See defendants' answer to interrogatory number 3 above.

19. None known to answering defendant.

20. None known to answering defendant

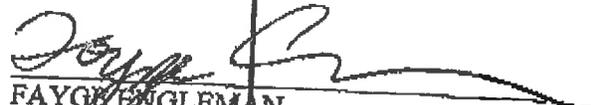
21. Fair Housing Act, Horizontal Property Act, NJ Condominium Act.
Defendant will supplement this answer as discovery continues.

CERTIFICATION

I hereby certify that the copies of the reports annexed hereto rendered by either treating physicians or proposed expert witnesses are exact copies of the entire report or reports of said doctors or experts, either written or oral, are unknown to me, and if such become later known or available, I shall serve them promptly on the propounding party.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

Dated: 2/9/17


FAYGE ENGLEMAN

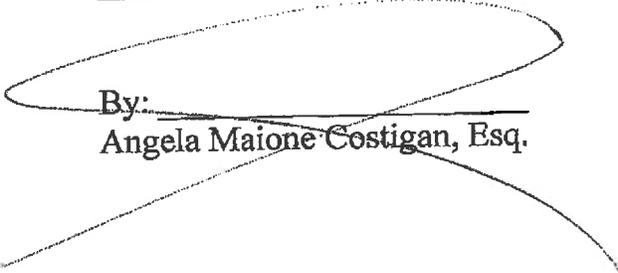
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

MARIE CURTO, DIANA LUSARDI : CIVIL ACTION
AND STEVE LUSARDI :
V :
A COUNTRY PLACE : Case No.: 3:16-CV-5928
CONDOMINIUM :
ASSOCIATION, INC. :

**DEFENDANT'S RESPONSE TO PLAINTIFFS' REQUEST FOR
ADMISSIONS**

1. Denied as a conclusion of law.
2. Denied as a conclusion of law.
3. Denied as a conclusion of law.
4. Denied as a conclusion of law. In addition, the majority of owners are Jewish Orthodox.
5. Denied as a conclusion of law.
6. (a)- (h) Specifically denied.
7. (a)-(j) Specifically denied.

Costigan and Costigan, LLC.
136 Route 38
Moorestown, NJ 08037
856-321-0585
Attorney for Defendants
amcostigan@costiganllc.com

By: 
Angela Maione Costigan, Esq.

DATED:

5/90/17

POWELL & ROMÁN, LLC
ATTORNEYS AT LAW

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José D. Román ♦
William R. Kugelman
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www.lawppl.com

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New York, New York 10005
Tel: 212-742-0001
Fax: 212-742-0005

Of Counsel
Yeugenia Samardin +

PLEASE RESPOND TO NEW JERSEY

+ Admitted in New Jersey & New York
* Admitted in New York only
♦ Admitted in New Jersey, New York &
Washington, D.C.

February 10, 2017

Angela Maione Costigan, Esq.
Costigan and Costigan, LLC
136 Route 38
Moorestown, NJ 08057

Re: Curto v A County Place Condominium Association, Inc.
Docket No.: 3:16-CV-5928

Dear Ms. Costigan:

Plaintiffs are in receipt of your client's response to a Request for Admissions and Answers to Interrogatories. With regard to the Request for Admissions please note the following:

No. 1 to 5: Please be reminded that the Federal Rules of Civil Procedure are broader than the New Jersey Rules of Court. Specifically, Federal Rule 36 provides:

(1) A party may serve on any other party a written request to admit, for purposes of the pending action only, the truth of any matters within the scope of Rule 26(b)(1) relating to:

(A) facts, the application of law to fact, or opinions about either.

Plaintiff's requests fell squarely within the scope of the rule. Defendant's denial on the basis that the questions sought conclusions of law is not a permissible response.

No. 6. To 7: It is Plaintiff's position that Defendant's response does not meet the requirements of Rule 36 and 37.

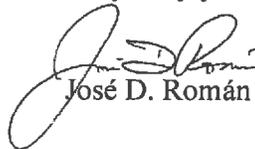
It is Plaintiff's position that Defendant's responses to the Request for Admissions is wholly deficient. Therefore, please be advised that Plaintiff intends to file a Motion for Failure to Admit to Rule 36 Requests pursuant to Rule 37(c)(2).

With regard to Defendant's Answers to Interrogatories, please provide more specific responses to the following to avoid seeking the court's intervention.

- No. 5: Please confirm that the October 3, 1969 Master Deed is the controlling instrument and has not been amended or superseded. Please note that the parties require this information to determine whether the Horizontal Property Act is controlling. Moreover, Plaintiff requires this information in order to amend the complaint if necessary.
- No. 6: Please provide a response. The question is permissible under the Federal Rules.
- No. 7: Please provide a response. The question is permissible under the Federal Rules.
- No. 8: Please provide a specific response. Defendant simply identified the Board Members and did not identify the specific individuals sought.
- No. 9: Please provide a specific response and provide any meeting and/or voting records.
- No. 10: Please provide a specific response. Defendant simply identified the Board Members and did not identify the specific individuals sought.
- No. 11: Please provide a specific response and provide any meeting and/or voting records.
- No. 14: Only the August 2016 fine schedule was provided. Please provide a specific response and provide any such notices in effect prior to August 2016.
- No. 18: Please provide addresses.
- No. 21: Defendant cites the NJ Condominium Act. If Defendant contends that the NJ Condominium Act is in any way controlling provide a copy of the recorded waiver of the Horizontal Property Regime as set forth in N.J.S.A. § 46:8A-12 and as requested previously by other Interrogatories and the Notice to Produce.

Please be advised accordingly.

Very truly yours,


José D. Román

JDR



COSTIGAN & COSTIGAN, LLC

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Fax: (856) 778-3417
www.costiganllc.com

Angela Maione Costigan, Esq.
amcostigan@costiganllc.com

February 23, 2017

Via EMail

Jose D. Roman, Esquire
POWELL AND ROMAN, LLC
131 White Oak Lane
Old Bridge, NJ 08857

RE; Curto v A County Place Condominium Association, Inc.

Dear Mr. Roman:

With reference to your letter of February 10, 2017 with respect to defendant's Answers to Requests for Admissions:

1. Admitted that the swimming pool is a general common element.
2. Admitted that the swimming pool is a general common element.
3. Denied as a conclusion of law. It is admitted that the Fair Housing Amendments Act is applicable to condominium associations.
4. Admitted only that the association is not a religious society or congregation. Nonetheless, the majority of owners are Jewish Orthodox.
5. Admitted only that the association is not a religious society or congregation. Nonetheless, the majority of owners are Jewish Orthodox.
6. A through H. Specifically denied as stated. To the contrary, A Country Place pool schedule 2016 prior to July 17, 2016 was as follows:
 - a. 8:00 a.m.-11:00 a.m.-Sunday-Friday, ladies swim.
 - b. On Saturdays, all residents may swim all day
 - c. 11:00 a.m.-1:00 p.m.-Sunday-Friday, men swim.
 - d. On Saturdays, all residents may swim all day.

1222 Spruce St. • Philadelphia, PA 19107 • (215) 546-7215 • Fax: (215) 546-0905

117 Bellevue Ave. • Hammonton, NJ 08037 • (609) 567-4500

- e. All residents may swim 1:00 a.m.-3:00 p.m. Sunday-Saturday.
- f. Adult ladies may swim 3:00 p.m.-4:00 p.m.-Sunday-Friday
- g. On Saturdays, all residents may swim all day.
- h. 4:00 p.m.-5:00 p.m., ladies swim-Sunday-Thursday.
- i. 4:00 p.m.-5:00 p.m.-men may swim-Friday
- j. 5:00 p.m.-6:45 p.m.-men swim-Sunday, Tuesday and Thursday.
- k. 5:00 p.m.-6:45 p.m.-men swim-Monday, Wednesday and Friday.
- l. 6:45 p.m.-9:00 p.m.-men swim, Sunday-Friday

7. A through J. Specifically denied as stated. To the contrary, the pool schedule effected July 17, 2016 through September, 2016 was as follows:

- a. 8:00 a.m.-11:00 a.m.-Sunday-Friday, ladies swim.
- b. On Saturdays, all residents may swim all day
- c. 11:00 a.m.-1:00 p.m.-Sunday-Friday, men swim.
- d. On Saturdays, all residents may swim all day.
- e. All residents may swim 1:00 a.m.-3:00 p.m. Sunday-Saturday.
- f. Adult ladies may swim 3:00 p.m.-4:00 p.m.-Sunday-Thursday.
- g. 3:00 p.m.-4:00 p.m. ladies swim-Friday.
- h. On Saturdays, all residents may swim all day.
- i. 4:00 p.m.-5:00 p.m., ladies may swim-Sunday.
- j. 4:00 p.m.-5:00 p.m.-adult ladies-Monday-Thursday

- k. Friday-men swim-4:00 p.m.-5:00 p.m.
- l. 5:00 p.m.-6:00 p.m.-ladies swim-Sunday, Tuesday and Thursday.
- m. 5:00 p.m.-6:00 p.m.-Men swim-Monday-Wednesday and Friday.
- n. 6:00 p.m.-6:45 p.m. men swim Sunday, Monday-Wednesday and Friday.
- o. 6:00 p.m.-6:45 p.m.-ladies swim, Tuesday and Thursday.

With reference to defendant's Answers to Interrogatories, please see the following:

#5. The Master Deed dated 10/3/69 is the controlling instrument and refers to the Horizontal Property Act. It is not amended or superceded.

#6 None of the members of the board of trustees acted outside of the scope of their authority at any time stated in plaintiff's complaint. In addition, the members of the Board of Trustees is protected by the Business Judgment Rule.

#7 defendant does not know what is meant by the term opinion as to the legality of the Country Place pool schedule 2016 and therefore objects to same. Notwithstanding this objection, no outside local, state or federal agency was consulted by the association prior to the implementation of the pool schedule. Attached as a County Place #169 is a letter obtained by Philip Tobolsky, the board attorney.

8. The following were the board members from 2010 to the present which participated in the implementation of the pool schedule:

Carol Fierro-no longer at site-board member in 2010.

Paul Richman from 11/09 to 2/17/11, [REDACTED] Lakewood, NJ.

Marie Curto-8/22/13 to 12/30/13-plaintiff herein.

Ray Engleman, [REDACTED] Lakewood, NJ -6/10 to the present.

Mona Maglone-passed away 11/10.

Ingrid Reitano-no longer lives at site was a board member in 2010.

Walter Lochran-passed away.

Charlie Ferraro-11/10-1/11-no longer there at the site.

Barry Frischman, [REDACTED] Lakewood, NJ 08701-11/12 to the present.

Joe Gruen, [REDACTED] Lakewood, NJ-8/22/13 to 9/8/15.

Gary Isenberger, [REDACTED] Lakewood, NJ-12/30/13 to 9/8/15.

Livia Cohen, [REDACTED] Lakewood, NJ-11/20/14 to the present.

Barry Hertz, [REDACTED] Lakewood, NJ-9/15/15 to the present.

Isaac Holtz, [REDACTED] Brooklyn, NY-10/26/15 to the present.

Milton Nussbaum, [REDACTED] Lakewood, NJ-11/1/13 to 11/14.

Donald Solomon-board member in 2010-[REDACTED] Lakewood, NJ 08701.

1. #9. See defendant's answer to # 8 above. The pool schedule in 2016 was voted upon by the board of trustees at a work session. Work sessions are held every Tuesday by the board since 2015. The fines for violations of rules and regulations are voted upon by board of trustees at work sessions. There are no board minutes reflecting same.
2. # 10. See defendant's answer to # 8 and # 9 above.
3. # 11. See defendant's answer to # 8 and # 9 above.
4. #14. There are no other fine schedules available prior to 2016.
5. # 18. Fayge Engleman, [REDACTED] Lakewood, NJ 08701.
Barry Frischman, [REDACTED] Lakewood, NJ 08701.
Livia Cohen, [REDACTED] Lakewood, NJ 08701.
Isaac Holtz, [REDACTED] NY 11210.
Barry Hertz, [REDACTED] Lakewood, NJ 08701.
Paul Richman, [REDACTED] Lakewood, NJ 08701.
Gary Eisenberger, [REDACTED] Lakewood, NJ 08701.
Milton Nussbaum, [REDACTED] Lakewood, NJ 08701.
Joseph Gruen, [REDACTED] Lakewood, NJ 08701.
6. # 21. Defendant contends that the provisions found in the NJ Condominium Act and the provisions of the Horizontal Property Act are applicable as stated in the recorded By-laws of 2010.

With regard to your letter of February 8, 2017, with reference to Notice to Produce, please see the following:

#5. The October 3, 1969 Master Deed is a controlling instrument.

#6. Upon information and belief, the May 2010 By-Laws were properly approved by the unit owners and recorded. See A Country Place #170- 184.

7. Rules and regulations do not need to be approved by a majority of votes cast by the unit owners. The board of trustees has the authority to regulate the maintenance and use of the common elements pursuant to the By-laws as amended 2006 and in 2010 and Master Deed and Articles of Incorporation and as stated in the NJ Condominium Act and Horizontal Property Act.

#8. The fine and violation schedule in place in 2016 was implemented in 2016.

There are no other fine schedules available prior to 2016.

18. Defendant does not have an updated schedule of unit identification and percentage of interest.

19. The Master Deed of 10/3/69 and By-Laws of 2006, 2007 and 2010 are all properly recorded. See documents marked as a Country Place 170- 184.

22. All relevant meeting minutes were provided.

23. All relevant meeting minutes were provided.

24. All relevant meeting minutes were provided.

#25. See defendant's answer to Interrogatory # 8 and # 9.

#34. None.

35. None other than those already exchanged by the parties.

36. None.

Finally, with reference to Plaintiffs' Answers to Requests for Admissions, # 1, # 2, # 3 and # 6, plaintiffs' answer is not in conformance with Federal Rule 36. Either plaintiffs admit, deny or object. Please provide answers to same.

In addition, with respect to Plaintiffs' Answers to Interrogatories, # 3, please provide the names and addresses of each board member that plaintiffs claim have knowledge of the allegations in their complaint. # 10. Please specify with particularity what compensatory damages plaintiffs are seeking. The answer does not conform to the question. Furthermore, Diane and Steve Lusardi allege out of pocket financial losses which must be enumerated in detail. Please update this answer as soon as possible. # 15. Please delineate with particularity what board meetings Marie Curto regularly attended. She was a board member in 2013. Please list by dates, times and what was discussed. Furthermore, please delineate what board meetings Steve Lusardi and Diane Lusardi attended by dates and times and what was discussed.

Finally, with plaintiff's response to defendant's Notice to Produce, # 1, please state why Steve Lusardi gave statements dated June 16, 2016, July 1, 2016 and July 22, 2016, July 28, 2016, July 31, 2016. # 18. The answer does not adequately respond to the interrogatory requesting alleged monetary loss allegedly suffered by plaintiffs in detail. # 21. The answer does not conform to the request. #22. The answer does not conform to the request. In addition, please state why Steven Lusardi owned [REDACTED] in Lakewood, NJ and whether Diane Lusardi also owns this property. Please state whether Steve Lusardi also owns [REDACTED] in Lakewood, NJ and whether Diane Lusardi owned this property as well.

Kindly provide all answers to all of the additional discovery answers stated in this letter within 10 days and prior to plaintiffs' depositions.

Thank you for your attention.

Very truly yours,

ANGELA MAIONE COSTIGAN

AMC/jv
enclosure

In The Matter Of:

Curto vs

A Country Place Condominium Association, Inc.

Fagye Engleman

March 06, 2017

Prout & Cammarota, LLC

Certified Court Reporters

147 Columbia Turnpike

Florham Park, New Jersey 07932

Tel: (973) 660-0600 Fax: (973) 660-1966

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Page 2

1 TRANSCRIPT of the deposition of FAGYE
2 ENGELMAN, a witness, called for Oral Examination by
3 the plaintiffs in the above-entitled action, said
4 deposition being taken pursuant to United States
5 District Court Rules of Civil Practice, by and
6 before JOSEPHINE A. SCHEUERMAN, a Certified Court
7 Reporter and Notary Public of the State of New
8 Jersey, at the office of COSTIGAN & COSTIGAN,
9 ESQUIRES, 136 Route 38, Moorestown, New Jersey, on
10 Monday, March 6, 2017, commencing at 10:05 a.m.
11
12 A P P E A R A N C E S:
13 POWELL & ROMAN, LLC
14 BY: JOSE D. ROMAN, ESQUIRE
15 131 White Oak Lane
16 Old Bridge, New Jersey 08857
17 Tel: (732) 679-3777 Fax: (732) 679-6433
18 Attorneys for the Plaintiffs
19
20 COSTIGAN & COSTIGAN, LLC
21 BY: ANGELA MAIONE COSTIGAN, ESQUIRE
22 136 Route 38
23 Moorestown, New Jersey 08057
24 Tel: (856) 321-0585 Fax: (856) 778-3417
25 Attorneys for the Defendant

A L S O P R E S E N T:
Michael Engelman

Page 3

1 CERTIFICATE OF OFFICER
2
3
4
5 I, JOSEPHINE A. SCHEUERMAN, a
6 Certified Court Reporter and a Notary Public of the
7 State of New Jersey, do hereby certify that prior to
8 the commencement of the examination the witness was
9 duly sworn by me.
10
11 I DO FURTHER CERTIFY that the
12 following is a true and accurate transcript of the
13 testimony as taken stenographically by and before me
14 at the date, time and place aforementioned.
15
16 I DO FURTHER CERTIFY that I am
17 neither a relative nor employee, nor attorney or
18 counsel to any parties involved; that I am neither
19 related to nor employed by any such attorney or
20 counsel, and that I am not financially interested in
21 the action.
22
23
24
25

C.S.R. License No. 928

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1 F A G Y E E N G E L M A N, residing at [REDACTED]
2 [REDACTED], Lakewood, New Jersey 08701, having
3 been duly sworn according to law by the
4 Officer, testifies as follows:
5 EXAMINATION BY MR. ROMAN:
6 Q. Good morning, Ms. Engleman.
7 A. Good morning.
8 Q. My name's Jose Roman. I'm an
9 attorney. I represent the plaintiffs in a lawsuit
10 that's been filed against the A Country Place
11 Condominium Association.
12 We're here this morning to conduct
13 your deposition. Have you ever had a deposition
14 before?
15 A. No.
16 Q. Did you have a chance to talk to your
17 attorney about the deposition?
18 A. Yes.
19 Q. Do you understand that once I start
20 asking you questions about your case you can't ask
21 the attorney for help?
22 A. Correct.
23 Q. Okay. And you're ready to answer my
24 questions?
25 A. Pardon me.

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1 Q. You're ready to go forward and answer
2 my questions?
3 A. Yes.
4 Q. Okay. Seated to my right and your
5 left is a court reporter. She's going to be
6 recording everything we're saying. Because she's
7 recording everything, only one person can speak at a
8 time, so I just need you to wait for me to finish
9 asking my question before you begin your response.
10 A. Fine.
11 Q. Do you understand that?
12 A. Good.
13 Q. Okay. You've been placed under oath.
14 That means the testimony you give here is the same
15 as if you were in a court of law before a judge and
16 a jury, so you have to answer all of my questions
17 truthfully and completely. Do you understand that?
18 A. Yes.
19 Q. You can't answer with nods of your
20 head, shrugs of your shoulders.
21 A. Right.
22 Q. Or hand gestures. All of your
23 responses need to be with words, and, you know, try
24 to refrain from saying uh-huh or uh-uh if you want
25 to say yes or no. Okay?

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1 A. Okay.
2 Q. If you don't know the answer to a
3 question, just say, I don't know. You shouldn't
4 guess -- excuse me. You shouldn't guess at
5 anything. Do you understand that?
6 A. Yes.
7 Q. You can estimate like a distance or
8 time if appropriate, but just let us know when
9 you're estimating. Okay?
10 A. Okay.
11 Q. If you don't understand the question
12 that I ask you, you have to let me know that you
13 don't understand the question, because when you
14 answer a question, we're entitled to assume that you
15 understood it. Okay?
16 A. Yes.
17 (Pause in proceedings.)
18 Q. If I start asking you a new question
19 and you weren't done answering my prior question,
20 just interrupt me and let me know that you need time
21 to finish. Okay?
22 A. Fine.
23 Q. If earlier in the deposition you
24 forget something, but then later on you remember it,
25 just -- again, just let us know that you now recall

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1 something that you had forgotten earlier. Okay?
2 A. Yes.
3 Q. Is there anything that would impair
4 your ability to testify truthfully this morning?
5 A. No.
6 Q. Have you taken any medication within
7 the past 24 hours?
8 A. No.
9 Q. All right. You told the court
10 reporter your full name is Fagye Engleman, correct?
11 A. Correct.
12 Q. Do you have a middle name?
13 A. No.
14 Q. Have you ever been known by any other
15 names like a maiden name?
16 A. Yeah, Weinberger.
17 Q. And you live with your husband at [REDACTED]
18 [REDACTED] in Lakewood?
19 A. Yes.
20 Q. How long have you lived there?
21 A. 10 years.
22 Q. Since about 2007?
23 A. Correct.
24 Q. Where did you live before that?
25 A. Brooklyn, New York.

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1 Q. In what community in Brooklyn?
2 A. Borough Park section of Brooklyn.
3 Q. And you're here today as the
4 representative of the A Country Place Condominium
5 Association, correct?
6 A. Correct.
7 Q. Okay. And you're currently treasurer
8 on the board?
9 A. Correct.
10 Q. And how long have you held that
11 title?
12 A. Six years.
13 Q. Since 2010?
14 A. Yeah, June of 2010.
15 Q. And did you hold any board positions
16 before that?
17 A. No.
18 Q. Have you held any other positions
19 other than treasurer?
20 A. No.
21 Q. What are your duties as treasurer?
22 A. Well, I make sure that the bills get
23 paid on time, signed, make sure the money is
24 allocated to the right places.
25 Q. Anything else?

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1 A. No.
2 Q. And what's the highest level of
3 education you've completed?
4 A. High school.
5 Q. Are you employed?
6 A. No.
7 Q. Were you ever employed since moving
8 to Lakewood?
9 A. No.
10 Q. What's your husband's name?
11 A. Michael.
12 Q. Does anyone else live in your
13 household?
14 A. No.
15 Q. The A Country Place community, that's
16 an age-restricted community?
17 A. Correct, 55 and over.
18 Q. Okay. And the maintenance fee for
19 2016, that was \$215?
20 A. Correct.
21 MS. COSTIGAN: 215, you say?
22 MR. ROMAN: 215.
23 CONTINUED EXAMINATION BY MR. ROMAN:
24 Q. And just for 2016 to the present, the
25 board members were Barry Frischman, is that correct?

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1 A. Correct.
2 Q. And what was his title?
3 A. He's first vice president. That's as
4 of October 2016.
5 Q. Okay. Was he on the -- did he have a
6 different position before that or was he --
7 A. Yes. He was president.
8 Q. Okay. Do you know what period of
9 time he was president? Just approximately.
10 A. For a period of a year. I think from
11 October 2015 to October 2016.
12 Q. Okay. And then Livia Cohen.
13 A. Yeah, she's secretary.
14 Q. Barry Hertz.
15 A. He's second vice president.
16 Q. Isaac Holtz.
17 A. He's president.
18 Q. And then yourself as the treasurer?
19 A. Correct.
20 Q. Is there anyone else that's on the
21 board?
22 A. No. Just five people. There are
23 five people on the board.
24 Q. Do you also call the board the board
25 of trustees?

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1 A. I think so.
2 Q. Okay. There's no other separate
3 trustee board with members, right?
4 A. No. No. No.
5 Q. Okay. Other than the pool, are there
6 any other common facilities like a clubhouse, things
7 like that?
8 A. Sure. There's a clubhouse. There's
9 an exercise room.
10 Q. Anything else?
11 A. No. There's only a big room where we
12 have meetings or lectures. That's about it.
13 Q. Is that in the clubhouse?
14 A. Yes.
15 Q. Okay. How large is the pool?
16 A. 60 by 30.
17 Q. Feet?
18 A. Yeah.
19 Q. Is that a yes?
20 A. Yes.
21 Q. Okay. And the pool was opened, just
22 for 2016 it was opened in May?
23 A. Correct.
24 Q. And do you know approximately what
25 date in May?

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1 A. I would say more like the first week
2 in June.
3 Q. Okay. So around Memorial Day?
4 A. Yeah, maybe a week later.
5 Q. Okay. Are you familiar with the
6 Horizontal Property Act?
7 A. No.
8 Q. Just generally, while you've been a
9 member of the board, has the board ever just
10 generally as a general proposition looked into
11 whether it was complying with the Horizontal
12 Property Act?
13 A. I don't know.
14 Q. And then specifically as it relates
15 to the pool, has the board ever looked into whether
16 it was complying with the Horizontal Property Act?
17 A. I don't know.
18 MR. ROMAN: Just off the record.
19 (Discussion held off the record.)
20 CONTINUED EXAMINATION BY MR. ROMAN:
21 Q. Okay. Ms. Engleman, so I have here,
22 it's three documents which I believe comprise the
23 bylaws in their complete form as of the beginning of
24 2016, and they're Bates stamped A Country Place 421
25 through 483, and then A Country Place 170 through

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1 183. Can you just take a look at these documents
2 and tell me if these were the recorded bylaws as of
3 the beginning of 2016?
4 A. You have only the amendments here.
5 Right. Whatever we -- yeah. Yes.
6 Q. Okay. So there's the 2004 full
7 edition of the bylaws, correct?
8 A. Correct.
9 Q. And then there's an amendment on
10 December 11th, 2006, correct?
11 A. Correct.
12 Q. And then there was another amendment
13 December 18, 2007?
14 A. Correct.
15 Q. And then a third amendment May 18th,
16 2010?
17 A. Correct.
18 Q. Okay. Are you aware of any other
19 amendments to the bylaws?
20 A. Only what we have last year, in 2016.
21 Q. Okay. But my question was just as of
22 the beginning of 2016.
23 A. No. No.
24 Q. So between 2004 and the beginning of
25 2016, are you aware of any other amendments --

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1 A. No.
2 Q. -- to the bylaws?
3 A. No.
4 Q. Okay. So this would have been --
5 what I have here, this would be a complete set of
6 the bylaws?
7 A. I would say so.
8 Q. Okay. As of the beginning of 2016?
9 A. Correct.
10 Q. Okay. And that -- and would that
11 have all been compiled into the document that's
12 called the A Country Place Bylaws Revised May 2010?
13 A. I would say so.
14 MR. ROMAN: Can we mark that just
15 FE-1.
16 (A Country Place Bylaws Revised May
17 2010, marked as Exhibit FE-1 for identification.)
18 CONTINUED EXAMINATION BY MR. ROMAN:
19 Q. Okay. And that's the document I just
20 marked FE-1?
21 A. Correct.
22 (Amendment 2016, marked as Exhibit
23 FE-2 for identification.)
24 CONTINUED EXAMINATION BY MR. ROMAN:
25 Q. And then what I've marked FE-2, is

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1 this the amendment that was made in 2016?
2 A. Yes.
3 Q. What's your understanding of what the
4 term majority of members means in the bylaws?
5 MS. COSTIGAN: Which bylaws?
6 MR. ROMAN: The current bylaws.
7 MS. COSTIGAN: 2016?
8 MR. ROMAN: That hasn't been changed.
9 MS. COSTIGAN: Yes, it was changed.
10 MR. ROMAN: I don't see that it's
11 been changed.
12 CONTINUED EXAMINATION BY MR. ROMAN:
13 Q. I'll show it to you.
14 Section 5.3 of the document marked
15 FE-1, was that changed any time after 20 -- after
16 the 2010 amendment?
17 A. I'm not aware. I don't know.
18 Q. Okay. And what's your understanding
19 of what the term majority of members means?
20 A. Okay. The way I understand is 125
21 people have to vote in an election. The majority of
22 the 125 is what passes.
23 Q. Okay. Did you ever cross-reference
24 that with any definitions in the Horizontal Property
25 Act to see whether that was accurate?

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1 A. No.
2 Q. Going down to paragraph 15 on the
3 last page.
4 A. Uh-huh.
5 Q. And that's entitled, Use of the
6 Common Elements, correct?
7 A. Correct.
8 Q. The term members there.
9 A. Correct.
10 Q. Who is that referring to in that
11 paragraph?
12 A. All the people who are residents of A
13 Country Place.
14 Q. And are there any pool usage
15 restrictions listed in that, those paragraphs of the
16 bylaws?
17 A. Not that I'm aware of.
18 The pool is not even listed in here,
19 in the common elements.
20 Q. You would agree that it is a common
21 element though, right?
22 A. Correct.
23 Q. Okay. And then moving down to 16,
24 Rules of Conduct.
25 A. Uh-huh. Okay.

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1 Q. And that authorizes rules and
2 regulations to be implemented regarding use of the
3 common elements, correct?
4 A. Correct.
5 Q. Does the board consider the pool
6 hours to be a rule and regulation, a rule or
7 regulation?
8 A. Yes.
9 Q. And in 16 it states, "Rules and
10 regulations concerning the use and occupancy of the
11 dwelling units and the common areas and facilities
12 may be promulgated and amended by the board of
13 directors with the approval of a majority of votes
14 cast by members." Who is -- when it's -- when the
15 term members is used there, who is that referring
16 to?
17 A. The residents.
18 Q. And, again -- and the next sentence,
19 "Copies of such rules and regulations shall be
20 furnished by the board of directors to each member
21 prior to the time when the same shall become
22 effective." The term member there, who is that
23 referring to?
24 A. Also the residents.
25 Each new resident -- as we get a new

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1 resident, okay, they have to come in front of the
2 board and they are handed a package, the package, a
3 welcome package, and it contains the bylaws.
4 Q. And that would be -- as of the
5 beginning of 2016, that would have been this
6 document that's marked FE-1?
7 A. Correct.
8 Q. Okay. And has that been updated
9 since?
10 A. No.
11 Q. Okay. Would they also -- would they
12 be handed then --
13 A. They also get a copy of the 2016.
14 Q. Okay. So they would be handed FE-1
15 and FE-2?
16 A. Correct.
17 Q. Okay. Then paragraph 19, Assessment
18 of Fines. It says, "The board of directors shall
19 have the authority to assess fines for the violation
20 of any of the provisions of the master deed bylaws
21 or rules and regulations."
22 A. Correct.
23 Q. Did the board ever determine, try to
24 determine whether that provision was permissible
25 under the Horizontal Property Act?

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1 A. No.
2 Q. Other than that sentence, were there
3 any other written provisions in place regarding the
4 assessment of fines during -- well, at the beginning
5 of 2016?
6 A. Not at the beginning, but later on,
7 in August.
8 Q. So before August there was no
9 schedule of fines, is that correct?
10 A. Nothing that was printed.
11 Q. And nothing that would have been
12 handed out to residents?
13 A. Correct.
14 Q. Was there any alternative dispute
15 resolution committee in place?
16 A. Yes.
17 Q. There was. Okay.
18 A. Yes.
19 Q. And tell me about that.
20 A. Well, if a resident has a problem
21 with how the board is handling a situation, they
22 have a right to request an ADR, and that's basically
23 what it is.
24 Q. At the beginning of 2016, was there a
25 committee of residents, was it an outside person who

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1 would handle that?
2 A. I think there was a committee of
3 residents.
4 Q. Do you know who was on that
5 committee?
6 A. There was a Mr. Israel Kahan and
7 Rochel Greisman.
8 Q. Were they residents?
9 A. Yes.
10 Q. How long were they on this committee?
11 A. About a year.
12 Q. Beginning 2015?
13 A. Correct.
14 Q. Was there a committee before that?
15 A. I'm not aware.
16 Q. Did you ever give any kind of written
17 notice to residents about the existence of the
18 committee?
19 A. I don't know.
20 Q. Why did you -- or, strike that.
21 Why did the board have the
22 alternative dispute resolution committee?
23 A. I think it's required by the
24 government.
25 (Rules and Regulations, marked as

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1 Exhibit FE-3 for identification.)
2 CONTINUED EXAMINATION BY MR. ROMAN:
3 Q. All right. I've marked this document
4 FE-3. Can you tell me what that is?
5 A. It's a copy of the rules and
6 regulations. This is also included in the welcome
7 package that every new resident gets.
8 Q. Okay. And would this have been the
9 version that was in effect at the beginning of 2016?
10 A. Yes.
11 Q. Okay. And this was last adopted
12 September 2008?
13 A. Correct.
14 Q. And the extent of the pool
15 regulations, they're on page 7, is that correct?
16 A. Okay.
17 Q. I said, is that correct, that's the
18 extent of the pool regulations?
19 A. They are --
20 Q. In that document?
21 A. This -- the pool regulations have
22 been updated.
23 Q. When were they updated?
24 A. Every year they're changed.
25 Q. Were they ever updated in this

Page 23

1 document, the formal --
2 A. No.
3 Q. -- rules and regulations?
4 A. No.
5 Q. Okay. Were you a resident in
6 September 2008?
7 A. Yes.
8 Q. Was this -- were these rules and
9 regulations brought up for a vote in the community?
10 A. I can't tell you. I don't know.
11 Q. All right. It says here the pool
12 rules are posted poolside. Is that what you're
13 referring to when you said that the pool rules --
14 A. Correct.
15 Q. -- are updated every year?
16 A. Correct.
17 Q. Okay. So that would be the rules
18 that are posted poolside?
19 A. Correct.
20 Q. And you said they're updated every
21 year?
22 A. Correct.
23 Q. Each year that they're updated, are
24 those rules brought up for a vote before the
25 association?

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1 A. No.
2 Q. Why not?
3 A. I think it's the board's
4 responsibility to -- I think the board has a right
5 to regulate this as they -- whatever they see fit
6 for the common use of the residents.
7 Q. But you agree that the term members
8 in the Rules of Conduct provision in the bylaws
9 stated that the rules and regulations concerning the
10 use and occupancy of the dwelling units and the
11 common area and facilities may be promulgated and
12 amended by the board of directors with the approval
13 of a majority of votes cast by members, and you
14 agree that the term members there meant the --
15 A. Residents.
16 Q. -- the residents, correct?
17 A. Right.
18 Okay. You also have to understand
19 that this is 80 percent orthodox. Okay. We have to
20 -- that's why we have these rules in place. You
21 also have to understand that the swimming issue is
22 sex-based. It has nothing to do with religion.
23 Okay. The reason why we have to have segregated
24 swimming is because we are very modest. Men do not
25 see ladies in undressed form and vice-versa. So

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1 since this is an 80 percent orthodox community, we
2 had to institute these special hours, because if we
3 didn't have these hours, 80 percent of the
4 population would not be able to use the pool. And
5 then -- so we would -- that's the reason why we did
6 this.
7 Q. Okay. But is there any reason why it
8 was never brought up for a vote --
9 A. Before this --
10 Q. -- before the entire membership as
11 provided in section 16 of the bylaws?
12 A. I can't tell you. I don't know.
13 Q. Was that done at any time between
14 2011 and the present?
15 A. No.
16 Q. The pool was renovated in 2011?
17 A. Correct. There were two years, the
18 year of 2009, 2010 when there was no pool.
19 Q. And that's because it was
20 delapidated?
21 A. Yes, and the township had closed it.
22 So when I became a board member in June of 2010, we
23 started investigating the construction of a pool.
24 We got several bids, and then in January of 2011 I
25 signed a contract to build the pool, and this new

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1 pool that we presently have was opened in June of
2 2011 and that's when we started instituting special
3 hours. And as the years went along, as the orthodox
4 population increased, we amended the hours.
5 Q. Okay. And by you mean -- by we, you
6 mean the board?
7 A. Correct.
8 Q. Not the association. Right? The
9 board was acting on its own?
10 A. Correct. It was acting on behalf of
11 the members.
12 Q. Okay. But, again, without a vote of
13 the association?
14 A. Correct.
15 MS. COSTIGAN: I'll object to the
16 form, without a vote of the association.
17 Q. Marked as A Country Place 184 is --
18 well, meeting minutes from December 20th, 2010,
19 correct?
20 A. Correct. Yes. Okay.
21 Q. Was that a closed meeting?
22 A. That was a closed meeting, yes.
23 Q. Okay. Do you recall -- and this was
24 the meeting where the bid was approved, is that
25 right?

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1 A. Correct.
2 Q. Okay. And that's for Pool Town to do
3 the construction work?
4 A. Correct.
5 Q. Was pool hours ever discussed at this
6 meeting?
7 A. Yes.
8 Q. To your recollection?
9 A. Yes.
10 Q. And tell me what was discussed. Just
11 your recollection.
12 A. Okay. That we will have pool hours
13 in the morning from eight, eight to nine for ladies,
14 and we needed to have some kind of a segregated
15 pool -- segregated hours for swimming.
16 Q. Okay. Was that voted on at this
17 meeting, that you --
18 A. No. We just discussed.
19 Q. Was anyone else involved in getting
20 the bids for the pool?
21 A. Yes, the other board members.
22 Q. Okay. Other than just voting yes or
23 no on it, was anyone else acting upon it?
24 A. No. Mr. Walter Loehren was
25 instrumental also in getting the bids.

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1 Q. Okay.
2 A. Unfortunately, he's no longer around.
3 He passed away in January.
4 Q. Okay. All right. These documents, A
5 Country Place 30, 31, and 32, will you just take a
6 look at those.
7 MS. COSTIGAN: Did you mark the
8 others? Are you going to mark these?
9 MR. ROMAN: I'm just referring to the
10 Bates stamps.
11 MS. COSTIGAN: Okay. That's fine.
12 MR. ROMAN: So she doesn't have to
13 mark all the documents. I didn't have Bates stamps
14 on these so that's why I marked them.
15 A. Okay.
16 Q. Okay. Now, the first page, A Country
17 Place 30, that's not dated. Do you know when that
18 was in effect?
19 A. I cannot tell you for sure. I don't
20 know. I don't know for sure. I don't know. Okay.
21 Q. Okay. A Country Place 31 and 32,
22 would these have been the additional -- you know,
23 other than what's in the formal rules and
24 regulations, would these have been the additional
25 pool rules and regulations for 2011?

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1 A. Correct.
2 Q. Okay. And, just generally, that
3 provided for segregated swimming from eight to 10
4 every morning?
5 A. Correct.
6 Q. On A Country Place 31, it states the
7 above hours are the only times that a temporary
8 screen may be put up and must be taken down by 10
9 a.m. same day.
10 A. We never had that. We never
11 instituted that.
12 Q. Tell me what that was referring to.
13 A. Okay. In order to continue the
14 modesty, so we would -- we were planning to have
15 some kind of a screen in so you can't look into the
16 pool, but we never had anything like that.
17 Q. It was going to be around the entire
18 pool?
19 A. Well, one side has a fence and the
20 other side is open, because when you walk in from
21 the clubhouse onto the deck, onto the pool, one side
22 is open.
23 Q. Okay. In 2000 -- in the period 2010,
24 2011, were any other, you know, like with the
25 screen, were there any other alternatives to

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1 segregated hours discussed?
2 A. No.
3 Q. Okay. Back then was -- what were the
4 pool hours? Was it -- well, strike that.
5 Back in 2011, was the pool open from
6 10, 10 a.m. to eight p.m., or -- it seems like it
7 was different hours at that time, right?
8 A. Well, basically it was open I'd say
9 from eight -- from 10 to eight, but we used the
10 hours before 10 o'clock to have segregated swimming.
11 Q. Oh. I see. Okay. So what you did
12 back in 2011 was you added on two hours before --
13 A. Correct.
14 Q. -- the pool was normally open?
15 A. Correct.
16 Q. And the pool would close around eight
17 p.m. back then?
18 A. Yes.
19 Q. This next document, A Country Place
20 185 and 186, will you tell me what that is?
21 A. Okay. These were the pool hour --
22 the pool rules for 20 -- year 2013.
23 Q. Was there any change between 2011
24 through 2013? You know, was there a 2012 version,
25 rather?

Page 31

1 A. No.
2 Q. Okay.
3 A. There was -- we somehow can't find
4 it.
5 Q. Okay. Do you recall whether it was
6 different from the 2011 schedule?
7 A. I don't know.
8 Q. Okay. And this document, the 2013,
9 again, that's the supplement to the formal rules and
10 regulations?
11 A. Correct.
12 Q. And during this time the segregated
13 hours were eight a.m. to 10:30 a.m., and then again
14 from eight p.m. to 10 p.m., is that correct?
15 A. Correct.
16 Q. This document, A Country Place 189,
17 what is this?
18 A. Okay. This is to show that we had a
19 pool committee, and these were the members who were
20 on the pool committee.
21 Q. What did the pool committee do?
22 A. They were to supervise that whoever
23 is eligible to go to the pool went to the pool. You
24 know, they watched.
25 Q. It says at the top, A Country Place

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1 2013 Pool Guard Volunteers?
2 A. Correct. We're not required to have
3 a lifeguard so we just had somebody watch.
4 Q. Okay. And these are the -- that's
5 the list of the people who would watch?
6 A. Correct.
7 Q. In lieu of a lifeguard?
8 A. Correct.
9 Q. And then this next set of documents,
10 A Country Place 33 and A Country Place 45, tell me
11 what those are.
12 A. Okay. This is the pool schedule for
13 2014. Okay. And this is -- okay. This looks like
14 it was published in The Country Caller. We have a
15 monthly publication called The Country Caller.
16 Okay. So this is -- this was posted on the doors
17 and entrance to the clubhouse as well as the pool,
18 the pool area, and this was published in the Caller.
19 Q. Okay. When you said this was
20 published -- or posted on the doors, that was A
21 Country Place 33?
22 A. Correct.
23 Q. Okay.
24 A. It was also put on the bulletin
25 board.

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1 Q. And the bulletin board. Okay. And
2 then A Country Place 45, that was in the Caller?
3 A. Correct.
4 Q. And that's a monthly newsletter?
5 A. Correct.
6 Q. In A Country Place 45, the Caller,
7 the copy of the Caller notice, it's dated July 2014.
8 A. Correct.
9 Q. When is the July issue circulated?
10 A. It comes out the beginning of the
11 month.
12 Q. Beginning of July?
13 A. Yes.
14 Q. And then -- so in 2014, the open
15 hours for where any residents could swim.
16 A. Correct.
17 Q. That was 11:30 to 5:30?
18 A. Correct. But, however, if you walked
19 out on the pool deck at 12 o'clock, there was nobody
20 there.
21 Q. And this document, A Country Place
22 33, this was the supplement to the rules and
23 regulations for the year 2014?
24 A. Correct.
25 Q. And then A Country Place 187 to 188,

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1 can you just tell me what that is?
2 A. This is 2015. These are the pool
3 rules for 2015.
4 Q. Okay. And these are just general
5 health, safety and --
6 A. Correct.
7 Q. -- use rules?
8 A. Correct.
9 Q. Right?
10 And it didn't say anything about
11 segregated hours in this, right? That's in another
12 document, right?
13 A. Yes. As you can see, it says pool
14 hours are from then to that, and they are listed on
15 the pool hours schedule. There was a pool hour
16 schedule separate.
17 Q. Okay. All right. And then so the
18 pool hours schedule, that's in the documents marked
19 A Country Place 34, 35, and 36, correct, for 2015?
20 A. Correct.
21 Q. And these generally -- there was open
22 swimming where all residents could use the pool from
23 11:30 to 4:30?
24 A. Correct.
25 Q. Monday through Friday -- or Sunday

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1 through Friday, and then all day Saturday?
2 A. Correct. We do not go swimming on
3 the sabbath.
4 Q. When you say "we," who are you
5 referring to?
6 A. The orthodox community. The orthodox
7 members.
8 Q. And so the pool rules, A Country
9 Place 187 and 188, and then the schedule, A Country
10 Place 34, 35, and 36, those supplemented the formal
11 rules and regulations?
12 A. Correct.
13 Q. For the -- for 2015?
14 A. Correct.
15 (Pool Schedule and Rules for Summer
16 2016, marked as Exhibit FE-4 for identification.)
17 Q. Okay. And then FE-4, it's a three-
18 page -- three pages of documents, and so what's the
19 first page there?
20 A. This is the pool schedule and rules
21 for summer of 2016.
22 Q. And was that the one that would have
23 been posted on the board and the doors?
24 A. Correct.
25 Q. Okay. And then the next page?

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1 A. Okay. That's the page that was
2 printed in the Caller.
3 Q. And what's that dated?
4 A. July 2016.
5 Q. And that would have been published in
6 the beginning of July?
7 A. Correct.
8 Q. And then the next?
9 A. Okay. This is a copy of the
10 schedule, of the pool schedule. Okay. This was
11 also published in the Caller. Okay. And it was
12 also posted on the bulletin board and on the -- both
13 entrances to the pool.
14 Q. Okay. And this -- this schedule, the
15 third -- on the third page of FE-4, that was the
16 first schedule that came out in 2016?
17 A. I think so.
18 Q. And this schedule allowed all
19 residents to swim one to three Sunday through
20 Friday?
21 A. Correct.
22 Q. And then all day Saturday?
23 A. Correct.
24 Q. And for 2016, this document, FE-4,
25 this would have been what would have supplemented

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1 the formal rules and regulations for the year 2016?
2 A. Correct.
3 Q. For these 2016 hours, did you -- did
4 the board ever ask for any input from anyone outside
5 the board --
6 A. Yes.
7 Q. -- before -- okay.
8 A. Yes.
9 Q. When?
10 A. In March of 2016 some of the
11 residents wanted to have more input in what the
12 board does so they formed -- our bylaws called for
13 delegates. That was in place years ago but it has
14 dissolved. So we said, okay, we will try to
15 institute delegates again. Okay. So some of the
16 members came forward. It was discussed. We had a
17 meeting in March and we were going to have a meeting
18 in April. Okay. They were presented -- they were
19 told to please come up with a pool schedule,
20 whatever they felt was good to meet the residents'
21 requirements. When they didn't come up with
22 anything and it was towards the end of May,
23 Mr. Isaac Holtz made up the pool schedule.
24 Q. Were there any other issues discussed
25 in March 2016 other than the pool schedule?

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1 A. There were some, but I don't recall
2 exactly what.
3 Q. At -- this meeting in March, was it a
4 meeting of the association, an open meeting?
5 A. No. It was just some of the board
6 members and those people who wanted to be delegates.
7 Q. And who were they?
8 A. Okay. There's Mr. Jacob Freid.
9 There was Marie Curto, Miriam Buxbaum, Mr. Barry
10 Frischman and myself.
11 Q. Okay. And were the delegates broken
12 up by districts or sections?
13 A. Not at the March meeting. Later on,
14 yes. But the thing has since dissolved.
15 Q. Did you ever -- did the board ever
16 follow up with -- well, actually, Barry was also a
17 member of the board at the time?
18 A. Barry Frischman?
19 Q. Yes.
20 A. Yes. He's been a member of the board
21 since 2012.
22 Q. Okay. And, obviously, you're -- you
23 were a member of the board, right?
24 A. And Mr. Isaac Holtz.
25 Q. Okay. Did you ever follow up with

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1 the other three individuals about the pool schedule?
2 A. I don't understand.
3 Q. After the March 2016 meeting, did you
4 ever -- did anyone from the board follow up with
5 these individuals, the other three individuals who
6 were not board members about their input regarding
7 the pool schedule?
8 A. Maybe once.
9 Q. And how was that done?
10 A. Also we had another meeting in April.
11 Q. And the pool was discussed at that
12 meeting?
13 A. Correct.
14 Q. It was a meeting of delegates?
15 A. Yes, delegates and the board members.
16 Correct.
17 Q. Were any specific pool hours
18 discussed at that meeting?
19 A. No.
20 Q. Just the issue of --
21 A. They have to come up with a schedule.
22 You see, as the orthodox population increased, okay,
23 we felt that we should be entitled to more hours
24 because basically we are the ones using the pool.
25 The other residents are elderly and hardly anybody

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1 uses the pool. If you were to go out on the pool
2 deck at one or two o'clock in the morning -- or one
3 or two o'clock in the afternoon, let's say between
4 one and three, if you found six residents at the
5 pool deck, you found a lot, while when the orthodox
6 community uses the pool there isn't enough space.
7 Q. All right. So then when the
8 delegates didn't come up with a proposed pool
9 schedule, Isaac Holtz, he crafted the 2016 schedule?
10 A. Correct.
11 Q. And he was president at the time?
12 A. No. He was second vice president.
13 Q. Okay.
14 A. He only became president on November
15 1st of 2016 after we had had an election. We have
16 elections every two years.
17 Q. Do you remember when he crafted the
18 schedule, approximately?
19 A. It must have been some time in May.
20 Q. After he crafted the schedule, did --
21 was it presented to the delegates?
22 A. No.
23 Q. Why not?
24 A. I can't answer the question. I don't
25 know.

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1 Q. When was the delegate committee
2 dissolved, approximately?
3 A. I'd say it was the end of April.
4 Q. So it was only really active for two
5 months?
6 A. Yes.
7 Q. All right. A Country Place 39, can
8 you tell me what this is?
9 A. Okay. This is an e-mail that our
10 secretary Jessi sent all the board members advising
11 -- advising us that somebody was at the pool and it
12 was men's hours and she told them that they have to
13 leave.
14 MS. COSTIGAN: What date is that?
15 THE WITNESS: June 15, 2016.
16 MS. COSTIGAN: Thank you.
17 Q. Okay. And it's from --
18 A. Jessi.
19 Q. What's her last name?
20 A. Schach. That's our secretary.
21 Q. She's an employee?
22 A. Yes.
23 Q. She's paid?
24 A. Correct. She's our office secretary.
25 Q. The e-mail acountryplace11

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1 @optimum.net, is that an official e-mail of the
2 association or is that just Jessi's e-mail?
3 A. No, no. That's an official, official
4 e-mail of the association.
5 Q. Okay. And she has access to it, is
6 that -- Jessi?
7 A. Of course. Sure.
8 Q. Does anyone else have access to that
9 e-mail, the acountryplace11@optimum.net?
10 A. I don't understand. What do you mean
11 access?
12 Q. Can any -- can any of the -- do any
13 of the board members have that -- the password --
14 A. No.
15 Q. -- to use that e-mail?
16 A. No.
17 Q. Okay. So basically is it just Jessi
18 that essentially uses it?
19 A. This, yes.
20 Q. Okay. So if there's any e-mails from
21 acountryplace11, would they have been written by
22 Jessi?
23 A. Correct.
24 Q. Are they written on behalf of the
25 board?

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1 A. I think she was trying to advise the
2 board of what was going on.
3 Q. All right. And the subject is Marie
4 Curto?
5 A. Correct.
6 Q. And that's the person that was at the
7 pool?
8 A. Correct.
9 Q. And it's to all five members of the
10 board at the time?
11 A. I believe so.
12 Q. Okay. And there's two e-mails, I
13 believe, that are listed for you. One is
14 bossyfay@aol.com. That's your personal e-mail?
15 A. Yes.
16 Q. All right. And then there's
17 acpinfomail@gmail.com?
18 A. Correct.
19 Q. And what is that e-mail?
20 A. It's also for my personal.
21 Q. Okay. Do you use one typically for A
22 Country Place matters and another for something else
23 or --
24 A. No.
25 Q. No. All right. One of -- the third

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1 sentence in the body of the e-mail, it says, "Rabbi
2 Perr came in to ask my to let woman" --
3 A. Let me.
4 Q. "Let woman know it's men's hours."
5 It looks like it's a typo. It should have been me.
6 A. Yes.
7 Q. Okay.
8 A. Rabbi Perr is one of our residents.
9 He came swimming when it was men's hours and Marie
10 Curto was present, and he came in to ask Jessi to
11 please go out and tell her that if she could please
12 leave so he can go swimming.
13 Q. Were you present when this occurred?
14 A. No.
15 Q. Where does Mr. Perr live? What's his
16 address?
17 A. [REDACTED].
18 Q. And is -- Rabbi, is that -- that's
19 his title or --
20 A. Correct.
21 Q. Okay. So it's not his first name?
22 A. No.
23 Q. What's his first name?
24 A. Elizar.
25 Q. Do you know whether Ms. Curto was

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1 actually in the pool?
2 A. I can't tell you. I don't know.
3 Q. Do you know at that time if anyone
4 else was in the pool area other than Ms. Curto?
5 A. I don't know. I don't.
6 Q. Are you certain that Rabbi Perr
7 actually came there to swim?
8 A. Yes.
9 Q. And how do you know that?
10 A. Why then would he be there during
11 men's hours.
12 Q. So that's -- you're basing it on that
13 assumption that he wouldn't be there but for --
14 A. Sure. Of course.
15 Q. Okay.
16 A. If it's ladies' hours, mens don't go
17 or vice versa, or when it's open swimming from one
18 to three when we had it in 2016, the same thing
19 applied.
20 Q. Is Rabbi Perr, is he associated with
21 a synagogue?
22 A. I don't know.
23 Q. Do you know what synagogue he might
24 belong to?
25 A. I don't know.

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1 Q. Where he's a rabbi?
2 A. I don't know.
3 Q. Okay. Not anywhere you go?
4 A. Maybe he's sort of retired. He's
5 probably retired. I don't know what he did in the
6 past.
7 Q. Okay. Did the board do any kind of
8 investigation after receiving this e-mail just to
9 determine whether, you know, anything -- everything
10 here was accurate?
11 A. No. We didn't have any doubts that
12 it was accurate so it didn't warrant any
13 investigation.
14 MS. COSTIGAN: Do you need a break,
15 Fagye? Do you want to take a few minutes?
16 THE WITNESS: No. I'm fine.
17 MS. COSTIGAN: Okay.
18 Q. Okay. Was there a board meeting on
19 June 16, 2016?
20 A. I don't recall.
21 Q. Would there have been a board meeting
22 mid June 2016, an open meeting?
23 A. We must have had one, but I don't
24 recall the exact date.
25 MR. ROMAN: Let's mark this.

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1 (Statement at Board Meeting June 16,
2 2016, marked as Exhibit FE-5 for identification.)
3 CONTINUED EXAMINATION BY MR. ROMAN:
4 Q. Okay. Marked FE-5, it's entitled,
5 Statement at Board Meeting June 16, 2016. It's a
6 two-page document. Just take a moment to look at
7 it.
8 MS. COSTIGAN: Is this the Lusardi
9 one?
10 MR. ROMAN: Yes.
11 MS. COSTIGAN: Okay.
12 CONTINUED EXAMINATION BY MR. ROMAN:
13 Q. Okay. Do you recall Mr. Lusardi
14 either reading this or giving this statement to the
15 board?
16 A. Yes.
17 Q. Okay. And that's --
18 A. I believe he read it at the meeting.
19 I just didn't realize that that's the date it was.
20 Q. Okay. So he was reading from a
21 statement?
22 A. Correct.
23 Q. And you recall that?
24 A. Yes.
25 Q. Okay. And --

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1 A. And he also left it, you know, for
2 the board members to read, to have.
3 Q. Okay. He also left a copy?
4 A. Yes. Yes.
5 Q. And in it he has a list of questions.
6 Did the board answer any of those questions at the
7 meeting?
8 A. I don't recall.
9 Q. Do you recall whether anyone from the
10 board responded to Mr. Lusardi at the meeting in any
11 way?
12 A. I can't answer you.
13 Q. All right. And in his statement here
14 he asks why were only two hours available for all
15 residents from Sunday through Friday.
16 So why, why were there only those
17 hours available?
18 A. Because otherwise then the orthodox
19 population wouldn't be able to swim. You have to
20 understand it's 80 percent orthodox and we had to
21 somehow allocate morning hours and afternoon hours.
22 Q. He also asked why right after -- why
23 after lunch, I guess, from one to three.
24 A. I think those are the best hours of
25 the day.

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1 Q. And, Why no time for early morning
2 coed swimming?
3 A. I don't think anybody wants to go
4 swimming in the morning.
5 Q. And then, Why no late afternoon or
6 early evening coed swimming?
7 A. We didn't have a request.
8 Q. Well, he was requesting it at this
9 meeting. So after he had these questions, did the
10 board add any additional coed hours?
11 A. No.
12 Q. And he asked why was the pool open
13 all day on Saturday for all residents?
14 A. Because the orthodox don't go
15 swimming on Saturday. From Friday -- from Friday
16 sundown to Saturday sundown we do not go swimming.
17 Q. And he also asked why, why just
18 Saturday, why not additional days during the week
19 for all residents to swim during the whole day?
20 A. There aren't enough residents who go
21 swimming during the week.
22 Q. He asked, Why on Friday is there
23 men's only swim for five hours from four to nine
24 p.m.?
25 A. That's because the ladies are ready

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1 -- are busy getting ready for the sabbath. The
2 ladies don't go swimming in the afternoon. You have
3 to understand, we do not do anything on the sabbath.
4 We don't cook, we don't turn on the lights, we don't
5 answer the phone. So everything, whatever we do has
6 to be set up before. The house has to be prepared
7 so that's the lady's job.
8 Q. Was there an afternoon prayer time?
9 A. There is as soon as the sabbath
10 commenced.
11 Q. But just generally during the week is
12 there --
13 A. Yes.
14 Q. -- an afternoon prayer time?
15 A. Yes.
16 Q. And what time is that generally?
17 A. It goes according to the sunset.
18 Right now it's at 4:30. When they move the clock,
19 it naturally moves. It goes according to when the
20 sun sets, to the length of the hours in the day.
21 Q. And how about in the summer,
22 generally when would that time be?
23 A. It can be as -- as -- seven, eight
24 o'clock. There are three prayer services. There's
25 prayer service in the morning, then there's

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1 afternoon prayers and there's evening prayers. Now,
2 the evening prayers, the afternoon and evening go
3 according to the sunset, and the morning prayers go
4 according to sunrise.
5 Q. Okay. The afternoon prayers, is
6 there like a set number of hours before sunset --
7 A. Yes.
8 Q. -- that that would occur?
9 A. Yes.
10 Q. So how many?
11 A. Yes. There's certain -- it's
12 regulated.
13 Q. Okay. So how could I -- how could
14 you calculate that if you needed to?
15 A. I think it's -- the evening prayer, I
16 think it's 18 minutes after sunrise. Everybody has
17 different things, something like that. The
18 afternoon prayer is also maybe an hour before. I
19 don't know the exact calculations, but it's
20 calculated. It's -- it's --
21 Q. Okay.
22 A. It's --
23 Q. I could look that up?
24 A. Sure. Of course.
25 Q. Okay. All right. On page 2 of his

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1 statement, he cites the Federal Housing Act and just
2 states that he believed that the schedule
3 discriminated against his wife and himself based on
4 gender. And before this did the board ever look
5 into whether the pool schedule and the segregated
6 hours was legal?
7 A. Yes, we did. We had advisements from
8 our attorney, Mr. Phil Tobolsky.
9 Q. When did you first have him look into
10 the issue?
11 A. Sometime I believe in June. I'm not
12 sure. I think it was in June of 2016.
13 Q. Okay. Did you do -- and my question
14 was any time before that did you look into that?
15 A. I don't recall.
16 Q. Okay. And when I mean you, I meant
17 the board.
18 A. Yes. I understand.
19 Q. Okay. As an owner in the community,
20 would you agree that Mr. Lusardi had a right to a
21 response to the questions that he asks in his June
22 16, 2016 statement?
23 A. I believe he was responded to, but
24 I'm not a hundred percent sure.
25 Q. Okay. By who?

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1 A. Must have been -- either the office
2 or one of the board members.
3 Q. Do you know, was it a written
4 response?
5 A. I believe so, but I'm not sure.
6 Q. Are you referring to the July 27,
7 2016 letter?
8 A. Possible.
9 Q. Are you aware of any other written
10 responses from the board --
11 A. I'm not sure.
12 Q. -- to Mr. Lusardi?
13 Would you agree that he had a right
14 to a response from the board?
15 A. Yes. Every correspondence should be
16 answered.
17 MS. COSTIGAN: May we take a
18 two-minute break?
19 MR. ROMAN: Yeah. Sure.
20 (Recess at 11:35 a.m.)
21 (Resuming at 11:41 a.m.)
22 CONTINUED EXAMINATION BY MR. ROMAN:
23 Q. A Country Place 169, can you tell me
24 what that is?
25 A. Okay. This is where we -- Mr.

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1 Tobolsky gave -- told us that our swimming
2 restrictions are okay.
3 Q. And this is a June 29th letter,
4 right?
5 A. Correct.
6 Q. And it says that he had a
7 conversation with Mr. Holtz?
8 A. Yes.
9 Q. The day before, June 28th?
10 A. Correct.
11 Q. Do you know what the conversation was
12 about specifically?
13 A. Basically, he was discussing the pool
14 hours.
15 Q. Well, do you know whether he was
16 talking about Mr. -- the concerns Mr. Lusardi
17 brought up about the Federal Housing Act or
18 something else?
19 A. I believe -- I can't tell you. I
20 don't know. I don't know. I wasn't privy to the
21 conversation. I don't know.
22 Q. Okay.
23 A. I handle more the money, the money
24 end of the association.
25 Q. All right. And at that time

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1 Mr. Holtz was still the second vice president?
2 A. Correct.
3 Q. And this was the first time that
4 you're aware that the board obtained an opinion from
5 anybody about the --
6 A. I don't know.
7 Q. -- about the pool hours?
8 A. I don't know.
9 Q. Okay. But you're not aware of
10 anything before, right?
11 A. I don't know.
12 Q. Okay. Before 2016, did the board
13 ever get any complaints about the hours?
14 A. Yeah, ever since we instituted them
15 in 2011.
16 Q. A Country Place 40, can you tell me
17 what this is?
18 A. Okay. This is an e-mail that I sent.
19 Okay.
20 Q. The top part is an e-mail you sent to
21 yourself, correct?
22 A. Correct. Correct.
23 Q. And why did you do that?
24 A. Okay. Just so we should have our
25 record, that we should know what was going on at the

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1 pool, you know, because we don't always remember.
2 You can't always remember, so like this, I wrote it
3 to myself, so I should know.
4 Q. Okay. And then starting at the
5 middle of the page, there's another e-mail there.
6 A. Right. Okay. This was an e-mail
7 that Jessi sent me, this comes from A Country Place
8 and she's advising us, it was myself and the other
9 board members, that we are sending out these letters
10 for fines.
11 Q. Okay. And then just at the bottom
12 there, it looks like there was another e-mail from
13 earlier in the day. Was that about the same topic,
14 do you know?
15 A. Must have been. Must have been.
16 Q. Okay. Do you have the second page of
17 this, these e-mails?
18 A. I don't know.
19 Q. Is that something you can get?
20 A. I will try.
21 Q. Okay. All right. Going to the top,
22 the e-mails that you've e-mailed to yourself. Okay.
23 The first couple sentences talks about Curto?
24 A. Correct.
25 Q. And what's your understanding of what

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1 happened on June 24th with Ms. Curto?
2 A. Well, I believe she went to the pool
3 again and this gentleman, Mr. Donner, called me and
4 told me this lady's at the pool, I can't go
5 swimming. So I asked him what's her name. He
6 wasn't -- he wasn't quite sure, but we put it
7 together that was her.
8 Q. Okay. Who's Mr. Donner?
9 A. It's one of our residents.
10 Q. What's his first name?
11 THE WITNESS: What's Donner's first
12 name?
13 MS. COSTIGAN: You can't ask him.
14 Whatever you remember.
15 A. I don't know.
16 Q. Okay. Do you know where he lives?
17 A. I can give his address. It's [REDACTED]
18 [REDACTED]. It's part of A Country Place. I
19 think it's named for three ladies.
20 Q. Did you or the board do any kind of
21 investigation to follow up on what Mr. Donner had
22 reported?
23 A. No.
24 Q. So his word was taken and accepted?
25 A. Yes, because why otherwise would he

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1 be at the pool area dressed in bathing attire.
2 Q. Do you know if Ms. Curto was actually
3 in the pool when that occurred?
4 A. I don't know, but it doesn't really
5 make a difference, as long as she's on the pool
6 deck, the opposite sex wouldn't go in.
7 You have to understand, the sexes are
8 very segregated by us. We go to separate schools.
9 In the synagogue we sit separately. In affairs
10 everything is segregated.
11 Q. Do you know who Ms. Curto was with on
12 June 24th?
13 A. No.
14 Q. Did you ever call her to get her side
15 of the story?
16 A. No.
17 Q. Did anyone from the board do that?
18 A. I don't know.
19 Q. Are you aware that -- strike that.
20 Do you know if any orthodox Jewish
21 men actually went into the pool in the pool area
22 while Ms. Curto was there during men's hours?
23 A. I can't answer you. I don't know.
24 Q. Would it surprise you if that did
25 happen?

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1 A. Yes.
2 Q. Does that ever happen, to your
3 knowledge?
4 A. I'm not -- I'm not aware. It's not
5 permissible.
6 Q. I understand it's not permissible,
7 but have you ever known it to happen?
8 A. I can't tell you. I don't know.
9 Q. Again, going back to A Country Place
10 40, the top e-mail, it's talking about Mr. Glanzman
11 and that his family members came swimming without a
12 resident?
13 A. Correct.
14 Q. Okay. That had nothing to do with
15 gender, that incident?
16 A. I don't know exactly. I was not -- I
17 wasn't there. I can't tell you. I don't know. It
18 may be a combination of both.
19 Q. Okay. Was Mr. Glanzman orthodox?
20 A. Yes.
21 Q. Were you there when this happened?
22 A. No.
23 Q. Well, it says, Lady went in the pool.
24 Man was very confrontational, gave Barry and me a
25 very hard time. Do you know who that's referring

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1 to, Gave Barry and me a very hard time?
2 A. Oh. Maybe that was the time that I
3 did come, I did arrive.
4 Q. Okay. Do you recall what happened?
5 A. Well, they insisted I go into the
6 pool area, and we told them you can't go without the
7 resident.
8 Now, we did have somebody who was
9 monitoring the pool and sitting in the lobby. Her
10 name is Janet, and she was checking to see if you're
11 eligible to go to the pool. Okay. One of the
12 requirements are you cannot go without a resident.
13 Q. Okay.
14 A. It looks like they insisted on going,
15 so, I don't know, maybe Jessi called me. I don't
16 remember. I don't recall.
17 Q. And do you recall now whether during
18 that incident any of the Glanzman family members
19 were trying to go in?
20 A. Yes.
21 Q. Were trying to go in, make -- with
22 mixed sexes?
23 A. No, that wasn't the problem. The
24 problem was basically he was going -- trying to go
25 in because he was -- but he was trying to go to the

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1 pool without his -- his resident.
2 Q. Okay. So it had nothing to do with
3 mixed genders?
4 A. Correct.
5 Q. All right. And in the third
6 paragraph in the top e-mail it says, Lusardi, Sunday
7 afternoon, June 26 was there when it was time for
8 the ladies to go swimming. Had more people than we
9 are allowing, refused to leave when told to leave.
10 Were you there when that happened?
11 A. No.
12 Q. Do you know who reported that?
13 A. Janet.
14 Q. That was the pool attendant?
15 A. Correct.
16 Q. And what's her last name?
17 A. I don't recall right now.
18 Q. And what were her responsibilities?
19 A. She was the monitor. We had a
20 sign-in sheet, and she was the monitor who was going
21 to the pool. If you're a resident, if you're
22 eligible, in other words, if you're a member in good
23 standing, if you don't have too many people going
24 with you. There's a limit. I believe it was three,
25 the resident plus three, plus three guests.

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1 Q. Was she also monitoring whether
2 people were going during segregated hours?
3 A. Yes. She was basically on duty from
4 one to -- one to six.
5 Q. Did you ever do any investigation?
6 When I mean you, I mean anyone from the board of the
7 June 26 incident with Mr. Lusardi?
8 A. I don't recall.
9 Q. Do you know who Mr. Lusardi was with
10 at the time -- at this time, on June 26?
11 A. I don't know. I presume he must have
12 been with his family, but I can't tell you for sure.
13 Q. All right. And then the second
14 e-mail that starts at the middle. There's a Barry
15 Hertz --
16 A. Yes.
17 Q. -- copied on this?
18 A. Yes.
19 Q. Who's that?
20 A. He's also a member of the board.
21 Q. Okay. Who is JS -- or J. Schmidt?
22 A. That's the owner of the management
23 company, Ocean Management.
24 Q. And Eli?
25 A. That's the manager on site. Mr.

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1 Schmidt is Eli's boss. A Country Place is managed
2 by Ocean Management.
3 Q. They handle maintenance and things of
4 that nature, correct?
5 A. Correct.
6 Q. There's a Bludman noted on the bottom
7 there. Do you know what that's referring to?
8 A. I don't recall. I don't recall. It
9 could also be pool-related, but I don't remember.
10 Mr. Bludman is also orthodox.
11 Q. Okay. A Country Place 41, can you
12 tell me what that is?
13 A. Okay. This is another e-mail that I
14 wrote to myself. Okay. This is Mr. Carl Book and
15 this also pertains to the pool area, pool.
16 Q. And he -- he came without a resident
17 when -- oh. Strike that. Does Mr. Book, does he
18 live at the --
19 A. Mr. Carl Book is a resident of ours.
20 Q. Okay. And how about his son? Does
21 his son live there?
22 A. No.
23 Q. And here he was -- his son violated
24 the rules by coming without a resident?
25 A. Correct.

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1 Q. And also having his girlfriend there
2 during men's hours?
3 A. Correct.
4 Q. This was on June 26, correct?
5 A. Correct.
6 Q. Did you do any investigation of this?
7 A. No.
8 Q. Did you witness any of this?
9 A. No.
10 Q. Did you witness the incident with
11 Mr. Lusardi on June 26?
12 A. No.
13 Q. I probably asked you already, but did
14 you witness the incident on June 24th with Ms.
15 Curto?
16 A. No.
17 Q. Do you know who reported this
18 incident with Mr. Book's son?
19 A. I think the resident. There's a
20 resident listed over there, Mr. Bohm, B-o-h-m.
21 Q. It says he was very proactive when
22 speaking to Mr. Bohm. What did you mean by
23 proactive?
24 A. Like he was telling him, you know,
25 you're not going to tell me what to do, something

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1 like that.
2 Q. Do you know what -- Mr. Bohm's first
3 name?
4 A. No.
5 Q. Is he orthodox?
6 A. Yes.
7 Q. And where does he live?
8 A. [REDACTED] There's a letter to it,
9 but I don't recall the letter. Could be [REDACTED], maybe
10 [REDACTED].
11 Q. All right. A Country Place 42, can
12 you tell me what this is?
13 A. This is just a letter advising Ms.
14 Curto that she didn't obey the rules and regulations
15 and that she's being fined \$50. Now, she had had
16 two prior warnings.
17 Q. Was it two incidents or two warnings
18 before the violation?
19 A. There was the incident with Rabbi
20 Perr and there was the incident with Mr. Donner.
21 Q. Okay. So there was -- and which
22 incident was she fined for? This -- this violation,
23 was it for both or for one particular?
24 A. I don't think there was anything --
25 one specific one, just that she was just not obeying

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1 the rules.
2 Q. And the letter says, You and your
3 guests have disregarded the specific regulations put
4 in place to make our pool a place where people can
5 enjoy. What specific regulations --
6 A. Well, the separate pool hours.
7 Q. -- is the board referring to?
8 A. This was separate pool hours.
9 (Violation Notice, marked as Exhibit
10 FE-6 for identification.)
11 CONTINUED EXAMINATION BY MR. ROMAN:
12 Q. And this -- this is marked FE-6. Is
13 this the violation notice that was given to
14 Mr. Lusardi?
15 A. I believe so.
16 Q. And that was -- and, again, it says
17 specific regulations, but it doesn't say
18 specifically what regulations?
19 A. The pool -- the pool hours.
20 Q. Were similar letters like the one
21 sent to Mr. Lusardi and Ms. Curto, were they sent to
22 Mr. Glanzman and Mr. Book?
23 A. Correct.
24 Q. Okay. These that are marked A
25 Country Place 57, 58, 59, and 60, and what are

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1 these?
2 A. This looks like a statement that
3 Jessi sent to the residents who were fined.
4 Q. Would those be sent with the letters
5 or separately?
6 A. I would say together with the letter.
7 Q. And one of them, the one to
8 Mr. Glanzman, that's marked paid, right?
9 A. I would presume he paid it.
10 Q. Okay. Are you aware of Mr. Book
11 paying his invoice?
12 A. I can't tell you. I don't know.
13 Q. And the invoices with regard to
14 Mr. Lusardi and Ms. Curto, they both say in the
15 description, Pool fine, disregarding specific
16 regulations put in place to make our pool a place
17 where people can enjoy. And that's referring to the
18 gender separation?
19 A. Correct.
20 MR. ROMAN: Let's mark this.
21 (Letter by Mr. Lusardi given to the
22 board, marked as Exhibit FE-7 for identification.)
23 CONTINUED EXAMINATION BY MR. ROMAN:
24 Q. All right. This document's marked
25 FE-7. Have you ever seen that before?

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1 A. Yes.
2 Q. And was that a letter that
3 Mr. Lusardi gave to the board?
4 A. Yes. He left it with the office.
5 Q. Okay.
6 A. He left it with Jessi, and then Jessi
7 in turn forwarded it onto us.
8 Q. Okay. All right. And he made some
9 specific requests in the -- in this letter. The
10 first one, he was requesting a copy of all
11 violations, the fining process and the pool fining
12 process approved by the board. Did the board ever
13 respond to Mr. Lusardi --
14 A. I don't know.
15 Q. -- about that?
16 A. I don't know.
17 Q. Members of the association are
18 permitted to inspect the association's records, you
19 would agree with that, right?
20 A. Yes.
21 Q. Did the board ever offer to show him
22 other violations?
23 A. I don't know.
24 Q. Did the board ever discuss with
25 Mr. Lusardi the fining process?

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1 A. No.
2 Q. And how about the pool fining
3 process, did the board ever discuss that with
4 Mr. Lusardi?
5 A. I don't know.
6 Q. Then he asked -- well, he indicated
7 his belief that the board had to provide notice when
8 a fine of disciplinary action was being considered
9 and asked, When was my hearing? Did the board ever
10 respond to that?
11 A. I don't know.
12 Q. You said earlier that the board had
13 an ADR committee?
14 A. Yes.
15 Q. In the summer of 2016, was this ever
16 referred -- Mr. Lusardi's violation, was that ever
17 referred to the ADR committee?
18 A. I can't tell you. I don't know.
19 Q. He asked if warning letters were ever
20 issued for a first offense. Did you -- did the
21 board ever respond to that?
22 A. I don't know.
23 Q. Do you know whether the incident on
24 Sunday, June 26 with the Lusardi family, whether
25 that was their first violation of the pool

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1 restrictions?
2 A. I don't know.
3 Q. Do you have any records of any prior
4 violations from Mr. -- from the Lusardi family?
5 A. I can't tell you. I don't recall.
6 Q. And then he indicates that he was
7 harassed and received threats. Did the board ever
8 look into that?
9 A. I'm not aware of that. I'm not aware
10 of it.
11 Q. Then he asked for information
12 regarding what meeting the pool rules for 2016 were
13 approved. Did the board ever respond to that
14 request?
15 A. I can't tell you. I don't know.
16 Q. Would that -- would that have been
17 memorialized in any meeting minutes?
18 A. No.
19 Q. So when -- when Mr. -- it was Mr.
20 Holtz that crafted the 2016 schedule?
21 A. Right. And then we had a meeting,
22 just a working meeting, and we passed it around the
23 table and we all said fine.
24 Q. Okay. But no minutes would have been
25 kept at that meeting?

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1 A. No. No.
2 Q. Okay.
3 A. It was just a working session.
4 Q. And then he -- I believe he was
5 responding to a claim made by the board when he asks
6 the swim time schedule was approved on the request
7 of 200 members, I would like that list also.
8 Is there any record of --
9 A. Well, the 200 members are the
10 orthodox.
11 Q. Okay. But --
12 A. It was at that time 200. Today it's
13 260.
14 Q. But there was never any kind of --
15 A. No.
16 Q. -- formal vote, right?
17 A. No.
18 Q. Where 200 members voted on it, right?
19 A. No.
20 Q. A Country Place 46, this is -- what
21 is this?
22 A. Okay. This is a meeting of the board
23 where we voted to change the pool hours from three
24 to five. It was three to four and then we changed
25 them three to five. There's some other stuff there.

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1 Okay. Gidget was mentioning -- I think her last
2 name is Gunther-Cohen, she -- that, in other words,
3 she must sign in, okay, and if not then her house is
4 going to be assessed \$50.
5 Q. Was this an open meeting or a closed
6 meeting?
7 A. Closed.
8 Q. And there was minutes for this
9 meeting?
10 A. Yes.
11 Q. Why wouldn't there have been minutes
12 for the meeting where the schedule was initially
13 crafted?
14 A. It's just a working schedule. It's
15 just a working meeting.
16 Q. Okay. Was this a different type of
17 meeting?
18 A. Yes.
19 Q. Okay. What type of meeting was this
20 July 3rd, 2016 meeting?
21 A. This was a regular formal board
22 meeting.
23 Q. How often do those occur?
24 A. Every -- seven, eight times a year.
25 Q. And how often do the working meetings

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1 occur?
2 A. Every second week in the -- a lot of
3 those are conducted over the phone, the working
4 sessions.
5 Q. And at this meeting there was a
6 discussion about putting a dome over the pool?
7 A. Yes.
8 Q. So it could be open all-year-round?
9 A. Correct. We put it to a vote to the
10 membership, but it didn't pass.
11 Q. When was that put up for a vote?
12 A. In October.
13 Q. Of 2016?
14 A. Correct.
15 Q. And then pool hours from three to
16 five p.m. were changed?
17 A. Correct.
18 Q. Why were they changed?
19 A. Because some of the ladies requested
20 that they have private swim time with no children,
21 so we changed it from ladies/residents only. It was
22 three to four. Then we changed it from three to
23 five.
24 Q. Is there a record of the vote that
25 was conducted at this meeting?

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1 A. It must have been unanimous.
2 Q. Okay. Would it have been documented
3 if any of the votes were not unanimous?
4 A. Yes.
5 Q. In these minutes it would have been
6 documented?
7 A. Yes.
8 Q. Okay. And A Country Place 38, so
9 this is the revised schedule, is that correct, the
10 one that came out of the July 3rd, 2016 meeting?
11 A. No. No, because you see here, it's
12 still three to four. There's supposed to be one
13 that says from three to five. See. This here.
14 MS. COSTIGAN: Let me see.
15 THE WITNESS: See, this is only three
16 to four, you see. It's supposed to say three to
17 five.
18 MS. COSTIGAN: Okay. Three to five.
19 This is off the record.
20 (Discussion held off the record.)
21 A. Now, the thing is Sunday we left it.
22 You see, it's from Monday to Thursday. Okay. This
23 is where you have that. Okay. My mistake.
24 Q. Okay. So this is the schedule that
25 was voted on at the July 3rd, 2016 meeting?

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1 A. Correct.
2 Q. Okay. And it was effective, the
3 schedule became effective as of July 17th, 2016?
4 A. Correct. Correct.
5 Q. And the only change was that ladies'
6 swim where women, only women were allowed to swim
7 was expanded on Monday, Tuesday, Wednesday, and
8 Thursday?
9 A. Correct.
10 Q. And it was restricted to female
11 residents only?
12 A. Correct.
13 Q. But the open swimming where all
14 residents could swim, that remained one to three?
15 A. Correct.
16 Q. Sunday through Friday?
17 A. Right.
18 Q. And all day Saturday?
19 A. Yes.
20 Q. And by this time there were
21 complaints being made about that schedule, correct?
22 A. Well, Mr. Lusardi had complained,
23 yes.
24 Q. And Ms. Curto?
25 A. Correct.

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1 Q. Okay. And Mr. Book, right?
2 Mr. Books, was that his name?
3 A. Yeah, Book. Yes.
4 Q. Okay. Did you receive any other --
5 did the board receive any other complaints --
6 A. No.
7 Q. -- from any other residents?
8 A. No.
9 Q. Was there ever any discussion about
10 expanding the swimming for all residents at the July
11 3rd, 2016 meeting?
12 A. No.
13 Q. Why not?
14 A. It just didn't come up.
15 (June 28, 2016 letter to Marie Curto,
16 marked as Exhibit FE-8 for identification.)
17 CONTINUED EXAMINATION BY MR. ROMAN:
18 Q. FE-8, this is a copy of the June 28,
19 2016 letter to Marie Curto, but there's some
20 handwritten notes on the bottom which I want to ask
21 you about.
22 A. Okay.
23 Q. Did the board ever receive those
24 handwritten notes from Ms. Curto on that letter?
25 A. I can't tell you. I don't know.

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1 Q. Okay. Well, did -- as of mid July,
2 were you -- was the board aware that Ms. Curto was
3 asking for an explanation of her violation?
4 A. Yes.
5 Q. Okay. And was that ever provided to
6 her?
7 A. I can't tell you that. I don't know.
8 Q. And were you also aware by mid July
9 that Ms. Curto was asking for additional hours of
10 open swimming?
11 A. We had heard, yes. And her problem
12 was like this: She requested more hours because she
13 wanted her son to come swimming. Okay. Her son is
14 not a resident. If it would have been a resident
15 who requests, then maybe we would have looked at it
16 differently, but why should the resident sacrifice
17 because somebody's son wants to come swimming.
18 Q. How about with regard to Mr. Lusardi?
19 I understand he wanted additional hours to swim with
20 his wife who was a resident.
21 A. Well, we didn't -- we just didn't do
22 anything about it. She could technically go
23 swimming with his -- with her aide. She has an
24 aide. Okay. And, now, he himself told me he never
25 went in the pool.

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1 Q. When did he tell you that?
2 A. I had run into him, yeah, I think it
3 was once in the lobby.
4 Q. Wasn't he in the pool on June 26 when
5 he received a violation?
6 A. I don't think he was in the pool
7 itself. He may have been on the pool deck. His son
8 I know was going swimming.
9 MR. ROMAN: Let's mark this.
10 (E-mail, marked as Exhibit FE-9 for
11 identification.)
12 CONTINUED EXAMINATION BY MR. ROMAN:
13 Q. This is an e-mail, it's marked FE-9.
14 Do you recall ever seeing that e-mail?
15 A. I don't recall.
16 Q. Did Jessi ever report this to you,
17 that Ms. Curto e-mailed?
18 A. I don't remember.
19 Q. By this time, by July 21st, were you
20 aware that Ms. Curto had requested to meet with the
21 board?
22 A. I don't know.
23 Q. You don't know?
24 A. I don't know.
25 Q. And in this e-mail she's indicating

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1 that this was her third request to meet with the
2 board. Do you know whether the board ever offered
3 to meet with Ms. Curto?
4 A. I can't tell you. I don't know.
5 Q. She also requested a list of fines
6 that were given to the residents. Did anyone from
7 the board ever offer to show her the association's
8 records?
9 A. I don't know.
10 (E-mail, marked as Exhibit FE-10 for
11 identification.)
12 CONTINUED EXAMINATION BY MR. ROMAN:
13 Q. FE-10, this is another e-mail on July
14 21st and it's from that acountryplace11 e-mail.
15 A. Okay. This must be an e-mail that
16 Jessi sent to Marie.
17 Q. Would that have been on behalf of the
18 board that she was sent this e-mail?
19 A. I would say so.
20 Q. Were you involved in discussing this
21 with Jessi before she sent this e-mail?
22 A. No.
23 Q. You were not?
24 A. No.
25 Q. Do you know who would have been?

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1 A. I don't know.
2 (E-mail from Ms. Curto to A Country
3 Place and response, marked as Exhibit FE-11 for
4 identification.)
5 Q. All right. FE-11, that's four pages,
6 I believe, and it's an e-mail from Ms. Curto to the
7 acountryplace11 e-mail and then a response.
8 MS. COSTIGAN: What date is that
9 again?
10 A. It's dated July 22nd.
11 Q. And it's marked FE-11.
12 Okay. Were you involved in
13 responding to Ms. Curto's e-mail?
14 A. No.
15 Q. You were not. Do you know who was?
16 A. I can't tell you. I don't know.
17 Q. But this was the board's response to
18 her e-mail?
19 A. Obviously. Yes.
20 Q. Okay.
21 A. It could have been maybe one of the
22 other board members or maybe management. I don't
23 remember.
24 Q. And just so it's clear, because these
25 are the rest of the board's responses, the ones with

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1 hashtags?
2 A. Correct.
3 Q. That's correct?
4 A. Correct, yes.
5 Q. And that's on page -- the third and
6 the fourth page here?
7 A. Correct.
8 Q. Okay. Number two refers to a vote
9 that was conducted. It says that you conducted a
10 vote. Do you recall that, what this is referring
11 to? If you -- if you -- if you look at number two
12 here. I'm referring you to the third page.
13 A. We never had a vote.
14 Oh. Wait a minute. Hold it. Hold
15 it. Hold it. Okay. When we were going to change
16 the pool hours from three to four, okay, so we
17 didn't want to do it point blank, so what we did do
18 is we conducted a vote of the residents who came to
19 swim after three o'clock and we asked them should we
20 do it from three to four or should we do it from
21 three to five. That's what she's referring to.
22 Q. Okay. And you were there when that
23 vote was conducted?
24 A. Well, as each resident came in -- it
25 was conducted over a period of a week. As each

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1 resident came in, they were asked to please vote how
2 do they want the hours, did they want to leave it
3 three to four or should we extend it three to five.
4 A majority -- it was maybe one person only said
5 leave it three to four. Everybody else who came
6 swimming at that hour said three to five.
7 Q. Okay. And that was just limited to
8 whether -- the issue of whether to expand women's
9 hours?
10 A. Correct.
11 Q. Okay. And the vote consisted of
12 polling people who came to the pool during the hours
13 of three to five?
14 A. Correct.
15 Q. And it wasn't brought to the larger
16 community?
17 A. No.
18 Q. And then, again, here Ms. Curto,
19 number five, she references ADR. Then it says, The
20 community does not have an ADR committee. And the
21 board's response doesn't say anything about whether
22 there's an ADR committee, correct?
23 A. There was one, but maybe it wasn't
24 very active. Maybe people just didn't know that it
25 was there.

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1 Q. My question was, in that response
2 there's no -- no one's advising Ms. Curto that there
3 actually is a committee, right?
4 A. Okay. I'm not aware so I can't -- I
5 can't answer you.
6 Q. Are you aware of the board ever
7 offering her, Ms. Curto, any alternative dispute
8 resolution with regard to --
9 A. I don't know.
10 Q. -- either the pool issues or the
11 violations?
12 A. I don't know.
13 Q. Would you agree that as an owner she
14 would have been entitled to know whether there was
15 an ADR committee?
16 A. Yeah, she should have been advised.
17 (Document, marked as Exhibit FE-12
18 for identification.)
19 Q. FE-12, are you familiar with that?
20 A. Yes.
21 Q. And this was delivered to the board
22 office?
23 A. Yes. A Country Place's office.
24 Q. A Country Place's office?
25 A. Yes.

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1 Q. What's the office address?
2 A. 1400 South Lake Drive.
3 (Letter from A Country Place
4 Condominium Association to Mr. Lusardi, marked as
5 Exhibit FE-13 for identification.)
6 Q. And then FE-13, can you tell me what
7 that is?
8 A. Okay. This is a letter that the
9 association sent to Mr. Lusardi.
10 Q. And was that in response to some of
11 the letters that he wrote?
12 A. Obviously. I don't know, but that's
13 what it looks like.
14 Q. Okay. And just to clarify, so the
15 first sentence it references a July 21st, 2016
16 letter. I think that's a typo. I mean, would you
17 agree that that's referring to this that's marked
18 FE-7, the July 1st, 2016 letter?
19 A. I don't know. There is nothing after
20 this.
21 Q. Well, I believe it's responding to
22 FE-7 and FE-12. And if I'm incorrect, let me know.
23 A. Oh. I see. Okay. You see here. We
24 had a board meeting on July 21st. Maybe that's what
25 it is they're referring to.

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1 Q. Well, I think -- so -- maybe this
2 will help. Right here, the third paragraph down,
3 your question one assumes a violation, and then it
4 goes on. And then on FE --
5 A. 7.
6 Q. On FE-7, request one and I believe
7 question one refers to violations, so is this, this
8 July 1st document, is that what was being responded
9 to?
10 A. I can't answer you. I don't know.
11 Q. Okay.
12 A. I'm not really involved too much in
13 the correspondence so I can't tell you.
14 Q. And who -- who's involved in the
15 correspondence typically?
16 A. The other board members.
17 Q. Is there anyone in particular that
18 usually handles that sort of thing?
19 A. Maybe Mr. Holtz.
20 Q. Do you know who wrote this July 27,
21 2016 letter?
22 A. I can't tell you. I don't know.
23 Q. Are these letters circulated around
24 before they're sent?
25 A. Sometimes yes, sometimes no.

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1 Q. And in this letter it says, Your
2 question one assumes a violation and fine process
3 and yet you deny the right of the board to fine you
4 when you act contrary to the rights of homeowners.
5 And I believe that was in response to
6 Mr. Lusardi's request for --
7 A. Very possible.
8 Q. -- records of violations, the fining
9 process?
10 A. Yeah, could be.
11 Q. And the pool fining process?
12 A. Yes.
13 Q. And, you know, whether he should have
14 had a hearing. Would you agree that a resident has
15 a right to dispute a violation when they're issued a
16 violation?
17 A. Sure.
18 Q. Okay. And would you agree that a
19 resident can dispute the validity of a violation?
20 A. They could dispute it, but that means
21 if it has grounds it could still stand.
22 Q. Okay. And a resident can question
23 the reason that a fine --
24 A. Sure.
25 Q. -- is issued?

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1 A. It's not communism.
2 Q. All right. And isn't that what
3 Mr. Lusardi was doing in his July 1st letter?
4 A. Correct.
5 Q. Okay. And the board's response was
6 essentially your question one, again, assumes a
7 violation and fine process, yet you deny the right
8 of the board to define you when you act contrary to
9 the rights of homeowners.
10 How does that respond at all to his
11 request?
12 A. Well, he was warned that there are
13 pool hours. He saw the pool hours. He didn't
14 comply, so --
15 Q. Right. But his request was for the
16 list of violations, the fining process, and the
17 process with regard to the pool.
18 A. Well, then, again, like I told you
19 before, I'm not really involved in the
20 correspondence. I can't really tell you.
21 Q. And then the last paragraph it says
22 with regard to his son, Mr. Lusardi's son attending
23 meetings, it says that the board did not remove his
24 son from the meeting because you were unaware of the
25 law, essentially. I believe this is referring to

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1 some law that only owners are allowed to attend
2 meetings?
3 A. Correct. Meetings are only open to
4 residents.
5 Q. Okay.
6 A. And his son is not a resident.
7 Q. And is that a law that you're aware
8 of?
9 A. I think --
10 Q. Or the board's aware of?
11 A. -- Mr. Tobolsky had advised us of it.
12 Q. Do you know specifically where the --
13 what that law is?
14 A. No.
15 Q. No.
16 MR. ROMAN: Mark this, please.
17 (Letter to the A Country Place
18 Condominium Association, marked as Exhibit FE-14 for
19 identification.)
20 (Letter to the A Country Place board,
21 marked as Exhibit FE-15 for identification.)
22 CONTINUED EXAMINATION BY MR. ROMAN:
23 Q. All right. Have you ever seen these
24 documents marked FE-14 and FE-15?
25 A. Okay. Now, the story with this is

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1 like this. Okay.
2 Q. Which one are you referring to?
3 A. FE-14. Okay. I was in the lobby for
4 some reason, I don't recall why, and Mr. Lusardi's
5 daughter-in-law and two kids walked in through the
6 lobby which is a public area, and I told them please
7 to next time when he enters to please wear a
8 coverup. I believe that all public areas there is a
9 requirement to wear a coverup, and that's all I told
10 him. And he just walked right by. They were
11 wearing bikinis. It's not proper attire to walk
12 into a public area like you're going to the pool.
13 He was walking through the clubhouse which is public
14 area and he was -- like he was going to the pool,
15 you know.
16 Q. Okay. Is there any kind of dress
17 code for the clubhouse that's posted anywhere?
18 A. I don't recall. I believe, yes, but
19 I'm not a hundred percent sure.
20 Q. Is there a dress code in the
21 September 2008 rules and regulations?
22 A. I don't know.
23 Q. Okay. And then -- so FE-14, the
24 document you were referring to, is this a letter
25 that was delivered to the association office?

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1 A. I believe so.
2 Q. And you've seen this before?
3 A. Yes.
4 Q. You're familiar with it.
5 Okay. And how about FE-15?
6 A. I've seen this also.
7 Q. Okay. So -- and, again, this
8 document, FE-15, the July 31st letter to the board,
9 he's making a request for fine schedule for pool
10 violations. Was that ever --
11 A. I think we published something in the
12 Caller.
13 Q. Okay. But before that there was
14 nothing given to Mr. Lusardi?
15 A. I don't know.
16 Q. In this letter he indicates that at
17 the June meeting, that's when he was told that 200
18 members requested the pool schedule. Is that --
19 A. There's 200 orthodox Jews, so that's
20 who requested the pool schedule.
21 Q. Is that accurate, he was told that at
22 the June meeting? Do you recall that?
23 A. Very possible.
24 Q. And he requested documentation, but
25 you said there is none, right?

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1 A. No.
2 Q. Okay.
3 A. There was no vote ever taken.
4 Q. And in this letter, the July 31st
5 letter, he notes that he requested additional hours
6 to conduct physical therapy with his wife who was
7 disabled. Did the board ever give any consideration
8 to that?
9 A. I don't know.
10 Q. At the July 3rd, 2016 meeting, did
11 the board ever discuss making or offering the
12 Lusardis additional hours so that Mr. Lusardi could
13 do therapy with his wife?
14 A. I don't think it was discussed, no.
15 (Notice in The Country Caller, marked
16 as Exhibit FE-16 for identification.)
17 Q. And then FE-16, is this the notice in
18 the Caller that you've been referring to about the
19 fines?
20 A. Correct.
21 Q. And that would have been published in
22 the beginning of August of 2016?
23 A. Yes.
24 The Caller is usually delivered
25 between the first or the second day of the month.

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1 Q. Do you know who wrote this?
2 A. I believe Mr. Holtz, but I'm not a
3 hundred percent sure.
4 Q. Was this circulated before it was
5 published among the board?
6 A. I would say yes.
7 Q. How would it be -- have been
8 circulated? By paper, e-mail?
9 A. I would say through -- via e-mail.
10 Q. And as part of the lawsuit, you gave
11 an affidavit dated October 11, 2016?
12 A. Correct.
13 Q. Do you recall that?
14 A. Yes.
15 Q. And is this it?
16 A. Yes.
17 MR. ROMAN: Okay. Let's just mark
18 that.
19 (Document, marked as Exhibit FE-17
20 for identification.)
21 CONTINUED EXAMINATION BY MR. ROMAN:
22 Q. That's been marked FE-17.
23 MS. COSTIGAN: What was 16?
24 MR. ROMAN: The Caller notice.
25 MS. COSTIGAN: Yes, the Caller.

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1 CONTINUED EXAMINATION BY MR. ROMAN:
2 Q. All right. Do you mind if I come
3 around?
4 A. Of course.
5 Q. So paragraph 4 it states,
6 Restrictions as to men and women's swim times were
7 put in place at the time by the board of trustees to
8 allow members of the orthodox Jewish faith to swim
9 in the pool. Is that -- that's correct?
10 A. Sure. Of course, otherwise you
11 wouldn't be able to go swimming.
12 Q. Okay. And I read that correctly?
13 A. Yes.
14 Q. And 5, it says from June 11th through
15 September 2016, the number of orthodox Jewish
16 residents has grown in the community from 50 to 250
17 present at this time.
18 A. Okay. And as of today, it's about
19 265.
20 Q. Okay. And I read that correctly?
21 A. Yes.
22 Q. And that was correct at the time?
23 A. Yes.
24 Q. And so since October of last year,
25 there's additional about 15 --

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1 A. Yes.
2 Q. -- or 16 households?
3 A. Correct. There may be even more.
4 Q. Okay.
5 A. It's basically only the orthodox who
6 are buying in A Country Place. In the last five
7 years we had one nonorthodox person buy.
8 Q. And then --
9 A. In the last two weeks alone I
10 interviewed about five people.
11 Q. Right. And 14 it says, To permit
12 open swimming at all times would discriminate
13 against these members of the orthodox Jewish faith
14 in our community because these people would never be
15 able to swim in the pool.
16 A. Of course.
17 Q. All right. And that's correct?
18 A. Hundred percent.
19 Q. And 15 it says, As of September 2016,
20 there are 113 units owned at the site by nonorthodox
21 Jews. There are 13 units which are either estates
22 or otherwise unoccupied. Was that correct --
23 A. Correct.
24 Q. That was correct as of October 2016?
25 A. Correct.

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1 Q. And where it says nonorthodox Jews,
2 what does that mean?
3 A. It could be anywhere from
4 Christians -- basically, Christians, I would say.
5 Q. Okay. So it's --
6 A. There are some -- there's some Jewish
7 residents who are not orthodox. Very few.
8 Q. So when it says nonorthodox Jews,
9 that doesn't mean that it's Jewish who are not
10 orthodox, it just means anyone else who's not
11 orthodox, right?
12 A. Correct.
13 Q. Okay. And it can include Christians,
14 Muslims, or --
15 A. Correct.
16 Q. -- people who have no faith?
17 A. Correct.
18 Q. Okay.
19 A. We don't go around checking who's --
20 what your faith is, you know. When we interview a
21 new resident, we don't ask them what's your
22 religion.
23 Q. All right. And then 16, that's
24 correct, there's 376 units at the site?
25 A. Yes.

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1 Q. Okay. Going back to 15, what are
2 those 13 units that are unoccupied?
3 A. They're either estates or otherwise
4 unoccupied.
5 Q. What does that mean, estates?
6 A. Somebody died and left an estate.
7 Q. Okay.
8 A. Nobody's living in the house because
9 the house needs to be owner occupied.
10 Q. I see. Okay. Out of those 13, are
11 some of the units that have been since sold, the
12 unoccupied ones, or you don't know?
13 A. I don't know.
14 Q. Okay. All right. And then 17 it
15 says, By formulating a men's/women's swim schedule
16 and an open schedule we accommodate both the members
17 of the orthodox Jewish faith and the non-Jewish
18 owners at the site. Is that correct?
19 A. Correct. Like I told you before, the
20 swim -- everything is segregated. Okay. So we
21 don't go swimming. In other words, no man could see
22 another lady in a form of undress, and a bathing
23 suit's basically a form of undress.
24 Q. Right. And then 18 it says, The pool
25 schedule is set up to accommodate all religious and

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1 nonreligious persons at the site. Is that correct?
2 A. Correct. Yes.
3 Q. So in this affidavit you say there
4 was 250 orthodox Jewish residents, 113 people who
5 were not of the orthodox Jewish faith, and then 13
6 estates or unoccupied units?
7 A. Correct.
8 Q. Right? And that adds up to 376?
9 A. It should.
10 Q. How did you have those numbers when
11 you signed this affidavit on October 11, 2016?
12 A. Okay. I have a list that I have of
13 the orthodox Jews.
14 Q. And where do you keep that list?
15 A. It's a phone list.
16 Q. Where is that?
17 A. It's a phone list.
18 Q. And what's the purpose of that list?
19 A. Just to circulate it around.
20 Q. To circulate what around?
21 A. The phone list.
22 Q. Are there people other than orthodox
23 Jewish households listed on that list?
24 A. No. This is a private thing that I
25 do. This has nothing to do with the -- with the

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1 office or with my being the member. It's just a
2 service that I provide to some of my friends.
3 Q. Well, out of the hundred -- as of
4 October 2016 when you signed this affidavit, to your
5 knowledge, were all the orthodox Jewish people that
6 were owners on that list?
7 A. Yes.
8 Q. And the people who were not on the
9 list would have included -- would have just included
10 the people who were not of the orthodox Jewish
11 faith, right?
12 A. I don't understand.
13 Q. Sure. The -- out of the remaining
14 126 units.
15 A. Yes.
16 Q. That were not on the list.
17 A. Right.
18 Q. Was anyone out of that 126 orthodox
19 Jewish?
20 A. No.
21 Q. You said you keep that list as a
22 service?
23 A. Correct.
24 Q. So a service to who?
25 A. To the orthodox community.

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1 Q. Are you providing any other services
2 to the -- to the nonorthodox community? Do you have
3 another list that you --
4 A. Yes. We just published a phone list.
5 It has every resident who has a house at A Country
6 Place.
7 Q. Okay. But separate from that, I mean
8 do you have a separate list where you will just
9 contact people that are nonorthodox Jewish?
10 A. I don't have one, no. I have only the
11 phone directory that we published. We just
12 published a phone directory.
13 Q. And is that of all the residents?
14 A. Yes. It was an official publication
15 from A Country Place.
16 Q. Does anyone else on the board have
17 access to the list of orthodox Jewish residents that
18 you keep?
19 A. Well, it's circulated around.
20 Q. By the board?
21 A. No. It has nothing to do with the
22 board.
23 Q. Okay. But --
24 A. This is not board-related at all.
25 This is just a service that I personally provide.

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1 Q. As of beginning of 2016, were all the
2 members of the board of the orthodox Jewish faith?
3 A. Yes. It's been like this for the
4 last three or four years. As the population was
5 changing, the board changed.
6 Q. Can you give me an example of what
7 you would use the list for?
8 A. If somebody wants to call somebody.
9 And since we didn't have a list, the office wasn't
10 providing a phone list because we had a lot of
11 turnover in the office so we have this list.
12 Q. Okay. Does anyone else on the board
13 ever ask you to use the list? Ever ask to use the
14 list?
15 A. The list is circulated around.
16 Q. Okay. So all the other board members
17 have a copy of that list?
18 A. Sure. Of course.
19 Q. Okay.
20 A. It's basically name, address, and
21 phone number. That's it.
22 Q. Did you use that list to poll people
23 regarding pool hours?
24 A. No. It was just self-understood. If
25 you're orthodox, then you need to have separate

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1 swimming hours. It's one of the basic requirements.
2 Just like everything else that we do, you know.
3 Like you keep the sabbath. This goes along with all
4 the rules that we have.
5 Q. Did you consider any other religions
6 other than the orthodox Jewish faith when the pool
7 schedule was formulated?
8 A. No. Now, you have to understand, I
9 don't think there is another religion where the swim
10 hours are -- where the sexes are so segregated. I
11 don't think the Christians have such a requirement.
12 I don't believe there are any Muslims living in our
13 place.
14 Q. Aside -- talking too much.
15 Aside from religion --
16 A. Now, you have to understand that this
17 is --
18 MS. COSTIGAN: There's no question.
19 Let him ask you a question.
20 Q. Yes, there's no question.
21 A. Okay. Sorry.
22 Q. Aside from considerations of
23 religion, was anything else considered with regard
24 to accommodations when the pool schedule was crafted
25 in 2016?

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1 A. I don't know.
2 Q. For example, people with
3 disabilities, was that taken into consideration when
4 the 2016 pool schedule was crafted?
5 A. I don't know.
6 Q. And would you agree that Ms. Lusardi
7 is disabled?
8 A. Yes. I knew her from before. I know
9 she's disabled.
10 Q. Can she swim by herself?
11 A. I doubt it. But I believe she has a
12 home aide and that's who she would be going swimming
13 with.
14 Q. Ms. Curto, she was on the board from
15 about August 26, 2013 to December 30th, 2013?
16 A. Right. Correct.
17 Q. Now, during that time do you know
18 whether the pool schedule came up, while she was on
19 the board during August of 2013?
20 A. I don't recall. I don't know.
21 Q. Do you have any minutes from that
22 time that would reflect --
23 A. No.
24 Q. -- votes on the pool schedule
25 during --

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1 A. No.
2 Q. -- that time, between August 22nd and
3 December 30, 2013?
4 MS. COSTIGAN: Let him finish the
5 question.
6 A. No, but she was fully aware that this
7 was -- that we had separate hours.
8 Can I make one comment?
9 MS. COSTIGAN: No. No question.
10 THE WITNESS: Okay. This goes back
11 to what he just asked me when Marie was on the
12 board.
13 MS. COSTIGAN: No. No question.
14 THE WITNESS: Okay.
15 Q. Do you remember anything with regard
16 to the time period that Marie was on -- Ms. Curto
17 was on the board regarding the pool?
18 A. Yes.
19 Q. What do you remember?
20 A. The reason you asked -- the question
21 you asked me, she was on the board from August
22 through December. Okay. The pool was not under
23 discussion at that time. It was wintertime.
24 Q. Okay. So the schedule wouldn't have
25 come up during that time, correct?

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1 A. Correct.
2 Q. Okay. All right. Just generally
3 with regard to the 2016 hours, during ladies' swim,
4 the rule is that men are not permitted to use the
5 pool?
6 A. Or be on the pool deck.
7 Q. Is that correct?
8 A. Yes.
9 Q. Okay. And during men's swim, the
10 rule is that women are not permitted to use the pool
11 or the pool deck?
12 A. Correct.
13 Q. Okay. The modesty considerations
14 that you keep mentioning, is that the tznius?
15 A. Yes, tznius.
16 Q. Okay. And that's just a collection
17 of modesty laws?
18 A. Correct.
19 Q. Orthodox Judaism, that's a broad
20 term, is that fair to say?
21 A. Yes.
22 Q. Okay. It's not necessarily one
23 group, right? There's different -- there's
24 different subsections within orthodox Judaism?
25 A. Correct. Correct. Correct.

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1 Correct.
2 Q. Correct? Okay.
3 Is there any particular subsection
4 that are residents at the A Country Place?
5 A. No.
6 Q. Okay. Haredi Judaism, that's another
7 --
8 A. Right.
9 Q. -- basically another term for
10 orthodox?
11 A. Yes.
12 Q. Okay.
13 A. A little stricter. You know, like in
14 the Catholic religion there's all different kinds of
15 sects.
16 Q. Right.
17 A. Some are more stringent. Some are --
18 you know.
19 Q. But -- and even within the Haredi or
20 orthodox, there's different levels of --
21 A. But modesty applies throughout.
22 Q. I understand that, but there's
23 different interpretations of what that means, isn't
24 there?
25 A. No, not when it comes to modesty.

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1 Modesty is everything.
2 Q. Well, aren't there, for example,
3 different interpretations about women's skirt
4 lengths, their sleeve length, things like that?
5 A. Yeah, but then you wouldn't consider
6 yourself orthodox. There is different -- there is
7 reform, there's conservative. Those are not
8 orthodox. They don't follow all the rules.
9 Q. Okay. So it's -- well, strike that.
10 Some orthodox groups, they practice
11 gender separation even in like public areas such as
12 sidewalks?
13 A. Everything. Okay. That's going a
14 little bit too much.
15 Q. But isn't that true though?
16 A. No.
17 Q. No?
18 A. Only in one place, in Square Town,
19 Square, New York.
20 Q. Okay. So it is true? Those are --
21 A. Yeah, but that's a little bit too
22 stringent.
23 Q. Okay. Well --
24 A. The public street is a public street.
25 Q. Well, do you believe that the board

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1 could institute segregation on public streets?
2 A. No. The public street is the public
3 street. You can't -- we have no jurisdiction over
4 the public street.
5 Q. Well, how about the sidewalks at A
6 Country Place?
7 A. Same place. It's public.
8 Q. Okay.
9 A. It belongs to everybody.
10 Q. How about the meeting room in the
11 clubhouse, could the board institute a rule that
12 separated people by gender in the clubhouse?
13 A. It depends what function you're
14 attending. If it's a board function, let's say if
15 we have a board meeting, no. It will be a prayer
16 meeting, yes.
17 Q. I understand that some orthodox
18 prohibit women singing in the presence of men, is
19 that correct?
20 A. A hundred percent.
21 Q. Okay.
22 A. A lady never sings in the presence of
23 a man, only her husband.
24 Q. Okay.
25 A. A lady's voice should never be heard.

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1 Q. If a man brought, say a nonorthodox
2 male brought a CD player to the pool and played a CD
3 of a female singer.
4 A. No go.
5 Q. Would that violate the pool rules?
6 A. Yes.
7 Q. Is that posted anywhere?
8 A. No.
9 Q. But you would ask that person to shut
10 the CD player off?
11 A. We would try.
12 Q. Just generally, is there anything in
13 orthodox Judaism that requires them to use a pool, a
14 swimming pool to practice their faith?
15 A. No.
16 Q. And other than personal religious
17 belief, is there anything preventing orthodox Jewish
18 people from using the pool when the opposite sex are
19 present?
20 A. Okay. Rephrase that again.
21 MR. ROMAN: Can you just repeat it.
22 (Whereupon, the last question was
23 read by the reporter.)
24 A. But they couldn't use. It'd just be
25 restricted.

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1 Q. But --
2 A. It has nothing to do with religion.
3 It has to do with modesty. Nothing to do with
4 religion.
5 Q. Okay. Well, other than personal
6 beliefs regarding modesty, is there anything
7 preventing the orthodox Jewish people from using the
8 pool at A Country Place when the opposite sex is
9 present?
10 A. Well, they couldn't use it. They
11 just couldn't use it.
12 Q. My question is, they can't use it
13 because that's their personal belief, correct?
14 A. Religious belief, sure.
15 Q. Okay.
16 A. Not personal. It's religious belief.
17 That's the religion that we practice.
18 Q. And you would agree though you're
19 free to decide to not adhere to the modesty law?
20 A. Not allowed.
21 Q. But there's nothing physically
22 preventing you from doing it, is there?
23 A. There's no such thing. There's no
24 question about it. There's no two ways. It's not
25 either or. It isn't.

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1 Q. Are there any consequences that -- so
2 if you saw a member of the orthodox Jewish faith in
3 the pool during open hours when all residents were
4 allowed to be there.
5 A. I would never go there.
6 Q. But if you saw that for some reason,
7 if you were walking by and you just happened to
8 glance over and see, would you report them to
9 anybody?
10 A. Not really.
11 Q. Okay. So there's no consequences
12 within your community, your Jewish -- the orthodox
13 Jewish community?
14 A. I'm sure there is, but I'm not -- I
15 don't really know, but it's just -- it's an accepted
16 fact. Now, you grow up like this. Kids from three,
17 four, five years old know you don't go swimming with
18 the other sex.
19 Q. Okay. Would you agree that some
20 husband and wife couples or nonorthodox Jewish
21 husband and wife couples, they do everything
22 together, essentially? They're together all the
23 time?
24 A. Sure.
25 Q. And did you ever -- did the board

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1 ever give any consideration to that when crafting
2 the pool schedule?
3 A. I don't know. Not really, no.
4 Q. And there's women in the community
5 that are still working, is that your understanding?
6 A. Yes. Sure.
7 Q. And did you ever give any -- did the
8 board ever give any consideration to working women
9 when crafting the pool schedule?
10 A. I don't know.
11 Q. Do you ever go to the beach?
12 A. No.
13 Q. Do you know of anybody in the
14 orthodox community that goes to the beach?
15 A. I can't vouch for anybody. I can
16 only vouch for myself.
17 Q. Okay. Do you know what --
18 A. Do I know what a beach looks like?
19 Yes.
20 Q. Do you know how you would accomplish
21 going to a beach without violating your modesty
22 beliefs?
23 A. It would have to be a private beach.
24 Q. Can you cover up and still adhere to
25 your beliefs?

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1 A. No. It wouldn't be accepted.
2 Q. What's a Mezuzah?
3 A. That's the little thing you have on
4 the door.
5 Q. Okay. Do you have one at your
6 doorway?
7 A. Yes. Every door post besides the
8 bathroom.
9 Q. Okay. And that's -- that's something
10 you need to practice your faith, right?
11 A. It just has a little blessing,
12 regards blessing your house.
13 Q. Right, but that's something that you
14 -- is required to practice your faith?
15 A. Yes.
16 Q. Okay.
17 A. It's a sign of protection.
18 Q. Back in 2011, when the pool was first
19 built.
20 A. Correct.
21 Q. Or renovated.
22 A. Correct, was built. Okay.
23 Q. And the community was starting to
24 turn over to orthodox Jewish at that point?
25 A. Correct.

1 Q. Correct?

2 A. Correct.

3 Q. Okay. And that continued -- would
4 you agree that that continued through 2011 even
5 though there was only two hours of segregated
6 swimming?

7 MS. COSTIGAN: Is that a yes?

8 A. Yes.

9 Q. Okay. So the two hours of segregated
10 swimming didn't prevent the community from becoming
11 orthodox Jewish very rapidly, right? Would you
12 agree with that?

13 A. I don't think one has to do with the
14 other.

15 Q. Okay.

16 A. It's just basically a matter of time.

17 MR. ROMAN: I don't have any other
18 questions. Thank you.

19 MS. COSTIGAN: Thank you.

20 (1:25 p.m.)

21

22

23

24

25

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**BY-LAWS
OF
A COUNTRY PLACE CONDOMINIUM ASSOCIATION, a non-profit
Corporation under the laws of the State of New Jersey.**

(As amended, May 14, 2010)

1. A Country Place Condominium Association is a non-profit membership corporation organized under Title 15 of the Revised Statutes of New Jersey.

1.1 **CONDOMINIUM SUBMISSION - A COUNTRY PLACE**, located in the Township of Lakewood, Ocean County, New Jersey, consists of dwelling units with appurtenant common elements, hereinafter referred to as "the project". By virtue of the filing of one or more Master Deeds in the Ocean County Clerk's Office, sections of this project were contemplated to be placed in a horizontal property regime as per R.S. 46: 8A-1 et seq. (condominium ownership). These By-Laws shall govern the administration of the project, including the first and such further sections of A Country Place as shall have been placed in a horizontal property regime pursuant to the statute aforesaid. Such horizontal property regimes thus created and to the extent of such filing, are hereinafter referred to as the Condominium.

1.2 **APPLICATION.** All owners as hereinafter defined of any freehold interest in any unit in the horizontal property regime or any leasehold interest, all occupants and users of the premises and agents and servants of any of them shall be subject to the provisions of the Master Deed, these By-Laws and applicable statutes, regulations and ordinances of governmental authority having jurisdiction.

1.3 **DEFINITIONS.** All of the definitions included in the Horizontal Property Act (N.J.S. 46:8A-2) and/or any amendments thereto and the Condominium Act are incorporated herewith.

1.4 **MEMBERS.** The Association shall be comprised of all owners of condominium units, as hereinafter defined, in the project.

1.5 **THE OFFICE** of the Association shall be at the Recreation Building, South Lake Drive, Lakewood, New Jersey.

1.6 **THE FISCAL YEAR** of the Association shall be from January 1 to December 31.

2. MEETINGS OF MEMBERS

2.1 **THE ANNUAL MEMBERS MEETING** shall be held at the office of the Association, or at such other place as may be designated by the Board of Directors (up to 7 p.m. starting the year of 2000, and during the month of October) for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

2.2 **SPECIAL MEETINGS** shall be held whenever called by the President by a majority of the Board of Directors, and must be called by such officers upon receipt of written request from members entitled to cast one-third (1/3) of the votes of the entire membership.



2.3 **WRITTEN NOTICE** of all meetings of members shall be given to each unit member, stating the time and place and the object for which such meetings is called, shall be given by the President or Secretary unless waived in writing. Such notice shall be given to each member at his address as it appears on the books of the Association at such time and shall be mailed or delivered not less than seven (7) not more than forty-five (45) days prior to the date of the meeting. Such notices, if mailed, shall be mailed regular mail, postage paid. Notice of meetings may be waived before or after meetings. Proof of such mailings or delivery shall be given by affidavit of the person giving such notice.

2.4 **ADJOURNED MEETINGS.** If any meeting of members cannot be organized because a quorum has not attended, the majority of members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Notice of such adjournment shall be given in the most convenient manner, notwithstanding the provisions of the foregoing paragraph #2.3.

2.5 **THE ORDER OF BUSINESS** at annual and other members' meeting and as far as practical shall be:

- a) Calling of the roll and certifying of proxies.
- b) Proof of notice of meeting or waiver of notice.
- c) Reading and disposal of any unapproved minutes.
- d) Reports of Officers.
- e) Reports of Committees.
- f) Appointment of Election Inspectors.
- g) Election of Directors
- h) Unfinished business.
- i) New business.
- j) Adjournment.

2.6 **PARLIAMENTARY RULES. ROBERT'S RULES OF ORDER** (latest edition) shall govern the conduct of Association Meetings when not in conflict with the Master Deed, the Articles of Incorporation, these By-Laws, the Horizontal Property Act and its amendments, or the Condominium Act.

3. **QUORUM.** Except as otherwise provided herein, the presence in person or proxy of 125 members at any meeting or special meeting of the members of the Association shall constitute a quorum.

4. **ABSENTEE BALLOT** - A member in good standing and entitled to vote may request an Absentee Ballot from the Election Committee. This Absentee Ballot is to be available 20 days prior to the election, completed and returned to the Election Committee no later than noon of the day before the election. The Election Committee will include these ballots in the total to be counted. A Power of Attorney mentioning the right to vote shall be valid for request for Absentee Ballot.

5. **MEMBERSHIP, VOTING, OCCUPANCY**

5.1 **ELIGIBLE OCCUPANTS.** Purchases of units for specific purposes of investment or rental are not permitted. By the restrictive covenants included in the Master Deed and provisions of the Lakewood Township Code, the following persons only, are eligible for occupancy of the units comprising the condominium:

- a) Any person of the age of fifty-five (55) years or over; or
- b) A husband or wife, regardless of age, residing with his or her spouse, provided the spouse of such a person is of the age of fifty-five (55) years or over; or
- c) The child or children residing with a permissible occupant and provided the child or children, so residing, is or are of the age of nineteen (19) years or over; or
- d) An individual, regardless of age, residing with and providing physical or economic support to a permissible occupant.
- e) The foregoing restrictions shall not be construed to prohibit the occupant of any unit from entertaining guests, of any age, in their unit, including temporary residency not to exceed one month. However, the owner is required to notify the office of any visit which will exceed one month. Full time occupancy in any event, however, shall be limited to three occupants.
- f) A live-in attendant, who is not a relative, providing physical, nursing or medical services to a permissible occupant shall be considered an occupant. All occupants must comply with Municipal laws and regulations.
- g) In addition to the above, all units' musts be owner occupied. The resident must be the title owner.

5.2 **MEMBERSHIP.** Ownership of any dwelling unit shall be the sole qualification for membership in the Association as has been provided for by the Articles of Incorporation. All units, without exception, are for residential use only.

5.3 **MAJORITY OF MEMBERS.** As used in these By-Laws the majority of members means the majority of votes cast. The acts approved by such majority shall constitute the acts of all members, except when approval of a greater number of members may be required by these By-Laws.

5.4 **UNIT VOTE.** The vote to which each condominium unit is entitled shall be cast in one undivided unit regardless of the number of persons having an interest therein. The right of any unit member or members to vote shall be established by the record title to the unit. If ownership in any instance is vested in more than one person or entity, entitlement of any person attempting to vote shall be determined by certificate executed by all record owners of the Unit and filed with the Secretary. Such certificates filed with the Secretary shall continue valid until revoked or superseded in writing or until a change of record ownership of unit concerned shall be evidenced by a certified copy of records on file in the County Clerk's Office as shall be evidenced by a certified copy of the Deed of Conveyance by which the change of record title was effected.

Section 5.5 (deleted entirely, covered by Sect. 8.1 and 12.1A.)

5.6A **MEMBERSHIP FEES.** Upon acquisition of title to a Unit within the Association, the purchaser/transferee shall pay a non-refundable and non-transferable contribution to the Association's working capital fund in an amount of \$2,000.00 provided that this amount does not exceed nine (9) times the monthly common expense assessment for the unit. This amount may be increased or decreased in an amount not to exceed the limitations contained in N.J.S.A. 46:8B-15(g) by a majority vote of the Board at any open meeting of the membership. Payment shall be a condition precedent to the exercise of rights of membership in the Association. Any unpaid capital contribution shall be deemed a lien on the Unit in the same manner as any unpaid common expenses attributable to such unit.

5.6B Membership is terminated upon a subsequent transfer of the title to the pertinent unit, with the following exceptions:

- a) transfer of the title by inheritance
- b) on conveyance between parent and child, or vice versa
- c) on conveyance between husband and wife, or vice versa
- d) on purchase of a unit by a member of the Association, and the sale of his former unit to effect a change in domicile as evidenced by said member's letter to the Board of Directors at the time of said purchase of the intent to effect such change of domicile
- e) a person may own but cannot permanently reside in said unit unless the age requirement is met.

5.6C On termination of membership the subsequent owner must subscribe to and accept membership in the Association, make payment as hereinbefore stated, and be subject to these By-Laws and the Laws of the State of New Jersey.

5.6D Said membership or membership fee cannot be assigned, mortgaged or transferred (with the exceptions as set forth in the foregoing paragraph, Sect. 5.6B) by any member.

5.6E The membership fee shall be deposited in the Capital Trust of the Association and will be used for the payment of the Capital Expenses.

6. **BOARD OF DIRECTORS**

6.1 **MEMBERSHIP.** The affairs of the Association shall be managed by the Board of five (5) Directors who shall be members of the Association in good standing and not delinquent as hereinafter defined in 12.1A of these By-Laws.

6.2 (This section eliminated completely.)

6.3A **THE BOARD OF DIRECTORS** shall designate a Nominating Committee consisting of the elected Delegates in each district. The Committee shall be activated not less than sixty (60) days prior to the Annual Election meeting and shall nominate one or more residents for each Director to be elected; provided, however, that the members of that Committee shall not be precluded from being nominated as a candidate for Director and that additional nominations may independently be made by petition, as hereinafter provided. The chairman of the Nominating Committee shall be appointed by the District Delegates of the Association.

6.3B **THE BOARD OF DIRECTORS** shall designate an Election Committee not less than sixty (60) days prior to the annual election meeting, the Election Committee to consist of not less than (3) members, who, in addition to their other duties in regard to the conduct of the Election of Directors at the annual meeting, shall furnish blank petition forms within three (3) days after a member has requested same. Any potential candidate for election to the Board of Directors, who has not been chosen by the Nominating Committee, may submit a petition which abides by Nominating Committee rules. Petition, to be valid, must be signed by at least ninety (90) persons who are eligible unit voters as defined in Sect. 5.4 (one (1) signature per unit on any petition). In addition, petitioner must be in complete compliance with the master deed, by-laws, and the rules and regulations established by the nominating committee. Such additional eligibility guidelines shall be attached as an addendum to these by-laws. Said attachment can be modified with the approval of the residing Board of Directors.

The completed petition shall be filed not less than thirty (30) days prior to the date of the election at the annual meeting, with the Election Committee, who after duly validating the petition, will place the name of the nominee on the ballot.

The Nominating Committee designated by the Board of Directors shall certify in writing to the Chairman of the Board of Directors the completion of their choice of nominees, not less than thirty (30) days prior to the date of the election at the annual meeting.

Should any person be nominated both by the Nominating Committee and by petition, that person's name shall appear only once on the ballot.

No nominations shall be accepted from the floor at the election at the annual meeting. This is not in restriction or elimination of member's choice of write-in vote, for which provision is made by blank spaces therefore on the ballot.

6.4 The election of Directors shall be by ballot (unless dispensed with by unanimous consent) and by a majority of the votes cast. Each voter is entitled to cast his vote once for each vacancy to be filled. There shall be no cumulative voting.

6.5 (a) Except as to a vacancy created by the removal of a Director by members, vacancies in the Board of Directors occurring between annual elections shall be filled by a majority of the remaining Directors. The replacement Director shall hold office for the remainder of the term of the Director who created the vacancy. At the end of that term, there shall be an election by the members of the Association to fill that position at an annual meeting of members, pursuant to Section 6.2 of these By-Laws. After the replacement Director is appointed by a majority of the remaining Directors, new officers may be appointed and responsibilities may be reassigned, in the discretion of the Board.

(b) When a member of the Board of Directors signs a contract to his or her unit, that director must resign from the Board of Directors immediately. After the resignation is submitted and

accepted, the remaining Directors shall appoint a replacement Director pursuant to Section 6.5(a) of these By-Laws

6.6 **REMOVAL.** Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

6.7 **TERM OF OFFICE**

(a) The term of each Director's service shall be for two (2) years from the date of the Annual Meeting at which he is elected by a majority of the Members of the Association and/or until his successor is duly elected and qualified or until he is removed from office in the manner elsewhere provided.

(b) A staggered system of electing Directors must be observed to insure continuity. If a director resigns prior to the Annual Member's Meeting, that portion of the term vacant between meetings shall be filled in accord with Sect. 6.5. Any Director elected at the annual meeting shall serve a term in office for a full two years.

(c) It shall be incumbent upon the Director who has completed his or her term of office to remain with the new Board in an advisory capacity for a minimum of two weeks.

6.8 **THE ORGANIZATION MEETING** of the new Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at a meeting, and no further notice of the organization meeting shall be necessary.

6.9 **REGULAR MEETINGS** of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

6.10 **SPECIAL MEETINGS** of the Board of Directors may be called by the President and must be called by the Secretary at the written request of two (2) of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone, which notice shall state the time, place and purpose of the meeting.

6.11 **WAIVER OF NOTICE.** Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

6.12 **A QUORUM AT DIRECTORS' MEETING** shall consist of a majority of the entire Board of Directors. The acts approved by a majority of the entire Board of Directors shall constitute the acts of all the Directors, except when approval by a greater number of Directors is required by the Master Deed, the Articles of Incorporation, or these By-Laws.

6.13 **ADJOURNED MEETINGS.** If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting.

6.14 **JOINDER IN MEETING BY APPROVAL OF MINUTES.** The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

6.15 **THE PRESIDING OFFICER** at Directors' meetings shall be the President of the Board of Directors. In the absence of the presiding officer the Directors present shall designate one of their number to preside.

6.16 **THE ORDER OF BUSINESS** at the Directors' meetings as far as practical shall be:

- a) Calling of roll.
- b) Proof of due notice of meeting.
- c) Reading and disposal of any unapproved minutes.
- d) Reports of officers and committees.
- e) Election of officers.
- f) Unfinished business.
- g) New business.
- h) Adjournment.

6.17 No fee shall be paid to a Director for services as such Director.

7. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS.** All of the powers and duties of the Association existing under the Horizontal Property Act, Master Deed, Articles of Incorporation, the Condominium Act and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by members where such approval is specially required.

8. **OFFICERS**

8.1 The executive officers of the Association shall be a President, a First Vice-President, a Second Vice-President, a Treasurer, and a Secretary, all of whom shall be Directors and all of whom shall be elected annually by the Board of Directors, and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time appoint. Any person may hold two or more offices except that the President or First Vice-President or Second Vice-President shall not also be Secretary or Assistant Secretary. No resident who is a delinquent member shall be eligible to hold office. (see Sect. 12.1.A.)

8.2 **THE PRESIDENT** shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

a) **THE FIRST VICE-PRESIDENT**, in the absence or disability of the President, shall exercise the powers and perform the duties of the President.

8.3 **THE SECRETARY** shall keep the minutes of all proceedings of the Board of Directors and the membership. He/she shall attend to the giving and serving of all notice to the members and Directors and other notices required by law. He/she shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He/she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an Association and as may be required by the Board of Directors or the President. He shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent, and shall otherwise assist the Secretary.

8.4 **THE TREASURER** shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He/she shall keep the books of the Association in accordance with good accounting practices; and he/she shall perform all other duties incident to the office of Treasurer. At least ten (10) days prior to the annual meeting of the Association, the Treasurer shall deliver to all members of the Association copies of the most recent annual audit of the Associations accounts. (see Sect. 9.1 infra). The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent, and shall otherwise assist the Treasurer. (see Sect. 9.1 infra)

8.5 **EMPLOYMENT.** No officer, director, or resident of the community shall be employed in the administrative office by the Condominium for any remuneration whatsoever.

8.6 **INDEMNIFICATION OF OFFICERS AND DIRECTORS.** The Association shall indemnify every Director and officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by and in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been Director or officer of the Association except as to matters as to which he shall be finally found in such action, suit or proceeding to be liable for gross negligence, or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing right shall not be exclusive of other rights to which such trustee or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses; provided, however, that nothing in this Section contained shall be deemed to obligate the Association to indemnify any member or owner of a unit, who is or has been a trustee or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association.

8.7 **REMOVAL.** Any officer may be removed peremptorily by a vote of two-thirds (2/3) of the directors present at any duly constituted meeting.

8.8 **DISTRICT ORGANIZATIONS**

(a) **ORGANIZATION OF DISTRICTS.** The President, when directed to do so by the Board of Directors, shall divide the Condominium into Districts of roughly equivalent numbers of homes. The Districts as now set up, are hereby accepted as proper, and all Districts hereafter created shall be

essentially of similar size. Each District shall, within ten (10) days after the Annual Meeting of the Association elect a District Delegate and an Alternate Delegate. They shall have the qualifications and perform the duties outlined below. Each Delegate and Alternate Delegate shall serve as such until the next annual election of Directors, and thereafter until their successors are elected. The Alternate Delegate shall serve as Delegate in the absence of or disability of the Delegate. Delegates may be elected to succeed themselves.

(b) **REMOVAL OF DELEGATES.** Three (3) residents of a District may request, by letter to the Board of Directors, that a Special Meeting of the District be called to consider the removal of the Delegate. Upon the receipt of such a request the Board of Directors shall designate one (1) of its members to take charge of the proceedings. He shall call a Special Meeting of the residents of that District notifying them of the purpose of the meeting and he shall preside. At such meeting a quorum shall consist of 51% of the residents of the District, and the vote of a majority of those present shall be sufficient to make a decision. The attendance may be in person or by proxy. If the Delegate is so removed, the Alternate Delegate shall assume the position of District Delegate and a new Alternate Delegate shall be elected at the same meeting.

(c) **QUALIFICATIONS OF DELEGATES.** Delegates must be members of the Association in good standing, as defined in Section 12.1A of these By-Laws. He need not live in the District to which he is a Delegate, and he may also hold any other office or position, including that of Delegate for another District.

(d) **DUTIES OF DELEGATES.** The District Delegate shall serve as the District's representative to the Board of Directors. He shall call meetings of the District, and preside at them; he shall report to the meeting all events worthy of notice since the preceding meeting, and shall read [to] the meeting all notices, minutes or reports given to him for that purpose. He shall attend the meetings of the Delegates with the Board of Directors. At each District meeting, the Delegate shall make note of all questions asked or problems raised or suggestions made by any member, and report them to the President. Minutes of each meeting shall be kept by each Delegate, who may appoint a District Secretary for that purpose, which minutes shall be turned over to the Delegate's successor at the end of his term.

(e) **OPERATIONS OF DISTRICTS.** Whenever deemed desirable by the President, he may, and upon the request of the Districts involved, shall direct that two or more Districts hold a joint meeting, in which case he shall designate which Delegate shall preside. Each District shall elect one of its members to represent it on each of the following Committees: Social, Grounds, Technical, Distribution, and Hot Line. The same person may serve on more than one Committee.

(f) Change in Sect. 8.8 (f) - delete this paragraph - obsolete.

Sect. 9 FISCAL MANAGEMENT. The provisions of fiscal management of the Association set forth in the Horizontal Property Act, its amendments thereto, the Condominium Act, the Master Deed and Articles of Incorporation shall be supplemented by the following provisions:

9.1 **ACCOUNTS.** The accounts of the Association shall be kept on an accrual basis in accordance with regularly accepted accounting practices and shall be audited annually by an independent firm of certified public accountants nominated by the Finance Committee and approved by the members at the annual meeting.

9.2 **BUDGETS.** The Board of Directors shall adopt two budgets for each fiscal year, as follows:

(a) The **EXPENSE BUDGET** - shall include the estimated funds required to defray the common expense categories as defined in the Horizontal Property Act as amended (N.J.S. 46:8A-18) and the Condominium Act.

(b) The **CAPITAL BUDGET** - shall include the estimated funds for the replacement of capital items, or the purchase of new capital items, owned in common by the unit owners. Capital items are herein defined as items exceeding a cost of \$2,000 and having an estimated life of over three year.

The component parts of capital assets needed to keep the capital asset in operation shall be part of the expense budget.

However, all expenditures of individual capital items that exceed \$5,000 made during the fiscal year of the Association must be approved by a majority of the members voting, in person or by proxy, at a meeting of the unit owners at which a quorum is present. The limitation on such items shall be \$25,000 each fiscal year.

An affirmative vote by a majority of members voting, for any items being voted upon, will be an authorization for payment of the item from the Capital Trust Fund, under paragraph 9.4c of the By-Laws.

In the event that such authorization is not approved, then the item voted on will remain as part of the Expense Budget.

If approved, then the consequent transfer of funds from the Capital Trust Fund to the Operating Fund shall be accounted for as income in the first Fiscal year after the year in which the actual disbursement was made.

(c) A copy of the budgets as adopted shall be distributed to each member of the Association no later than October 15th.

(d) . For the purpose of computing maintenance, all units will be assessed an equal rate to be determined by the Annual Budget divided by 376 units.

9.3 **SURPLUS OR DEFICIT.**

(a) Any excess of income over expenses computed on an accrual basis shall be applied to reduce the budget for EXPENSE in the following year.

9.4 **ASSESSMENTS.** Assessments against members for their shares of the items of the budget shall be made for the fiscal year annually in advance on or before December first preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal installments, payable on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last year's assessment, and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the

Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable in as many equal installments as there are full months of the calendar year left as of the date of such amended assessment, each monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. PROVIDED, that nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

(a) The annual assessment shall be based on the total of both budgets as provided for in Sect. 9.2.

(b) A percentage of each monthly installment computed by dividing the total of both budgets into the total of the Capital budget shall be held in trust for the benefit of all unit owners, to be used only for the replacement or purchase of capital assets as defined in Sect. 9.2(b). To accomplish this purpose a trust has been created to be known as A Country Place Trust.

(c) The aforesaid Trust shall be in the following form, and be administered in the following manner:

1) Its administrators shall be a Board of Trustees composed of all members of the Board of Directors of the Association, and they shall serve as Trustees without compensation.

2) Trust funds pending investment shall be deposited in a special bank account or accounts insured by the Federal Deposit Insurance Corporation or similar government agencies.

3) Trust funds may only be invested in such investments as are considered legal for banks, insurance companies or other organizations acting in a fiduciary capacity.

4) Trust monies may be withdrawn from trust accounts and investments may be negotiated by any two trustees upon authorization of the Board of Trustees.

5) Notwithstanding the provisions of sub-paragraph 3) above, the Board of Trustees may make loans only to the Association, out of the Trust funds, at a legal rate of interest.

6) The Association may charge a reasonable fee for services performed to the Trust by the Association.

7) There shall be an annual audit and review of the accounts and administration of the Trust fund, which may be combined with, and made a part of, that which is required under Sect. 9.1.

9.5 ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT. If a member shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the member, and the then unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than five (5) days after the delivery of the notice to the member, or not less than ten (10) days after the mailing of such a notice to him by registered or certified mail, whichever shall first occur.

9.6 THE DEPOSITORY of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed

by such persons as are authorized by the Board of Directors, provided that a Management Agreement may include among its provisions authority in the manager to sign checks on behalf of the Association for payment of the obligations of the Association.

10 **INSURANCE.** The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance protections:

1) Insurance against loss by fire and against loss by earthquake, lightning, windstorm, and other risks normally included within extended coverage, insuring the entire Buildings (including all of the dwelling units and the bathroom and kitchen fixtures and air conditioning initially installed therein by the Developer, but not including any wall, ceiling, or floor decoration or coverings or other furniture, or furnishings, fixtures or equipment installed by members), together with all service machinery contained therein and covering the interest of the Condominium Association, the Board of Directors and all members and their mortgagees as their interests may appear, in an amount equal to the full replacement value of the Buildings, without deduction for depreciation; each of said policies shall contain a standard mortgagee clause in favor of each mortgagee of a dwelling unit which shall provide that the loss, if any, there under shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Directors and the Insurance Trustee hereinafter set forth.

2) Workmen's Compensation Insurance.

3) Such other insurance as the Board of Directors may determine.

10.1 **PAYMENT OF PROCEEDS.** All such policies shall provide that adjustment of loss shall be made by the Board of Directors with the approval of the Insurance Trustee, and that the net proceeds thereof, if \$250,000 or less, shall be payable to the Board of Directors, and if more than \$250,000, shall be payable to the Insurance Trustee.

10.2 **AMOUNT.** The amount of fire insurance to be maintained shall be reviewed annually by the Board of Directors and shall be set to recover in case of damage or loss the replacement value of any and all the buildings and personal property in which the condominium has an insurable interest.

10.3 **WAIVERS.** All policies of physical damage insurance shall, to the extent obtainable, contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgages of dwelling units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of dwelling units at least day (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain a qualified appraisal of the full replacement value of the Buildings, including all of the dwelling units, common areas and facilities therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

10.4 **LIABILITY INSURANCE.** The Board of Directors shall also be required to obtain and maintain to the extent obtainable, public liability insurance in such limits as the Board of Directors may, from time to time, determine covering each member of the Board of Directors, the managing agent, the manager and each member. Such public liability coverage shall also cover cross-liability claims of one insured against another. The Board of Directors shall review such limits once a year. Such public liability insurance shall be in amounts of not less than \$250,000.00/\$1,000,000.00 for claims for bodily injury and \$25,000.00 for claims for property damage.

10.5 (a) Members shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any member.

(b) Every member must obtain and maintain in force a policy of insurance insuring the member against losses to the interior of the member's unit and the personal property and contents in the member's unit, whether installed by the member or a predecessor member, or the Association. Each such policy must contain waivers of subrogation. The liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of the maintenance of the insurance required by this Section 10.5(b).

(c) Every member must obtain and maintain in force a policy of insurance for every motor vehicle, including motorcycles, that is registered to that member, as well as any other individuals who may reside in a member's unit.

(d) Every member shall provide the Association with proof annually, in form acceptable to the Association, that the insurance policies required by this Section 10.5 are in effect.

(e) Nothing in this Section 10.5 shall in any way affect or otherwise change any subrogation or waiver of subrogation rights or provisions that may exist in the Master Deed and By-Laws, or at law.

10.6 **REPAIR OR RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY.** In the event of damage to or destruction of building(s) as a result of fire or other casualty (unless 66-2/3% more in replacement value of the building(s) is destroyed or substantially damaged and 75% or more of the members determine in accordance with the Master Deed not to proceed with the repair or restoration) the Board of Directors shall arrange for the prompt repair or restoration of the Building(s) (including any damaged dwelling units, and any kitchen or bathroom fixtures initially installed therein by the Developer, but not including any wall, ceiling, or floor decorations or coverings or other furniture or furnishings, fixtures, or equipment installed by unit owners in the residential unit(s), and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair or restoration in appropriate progress payments. Any cost of such repair or restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all of the members for such deficit as part of the common charges.

10.7 **PARTITION AFTER FIRE AND OTHER CASUALTY.** If 66-2/3% or more in replacement value of the Building(s) is destroyed or substantially damaged and if within sixty (60) days of the date of such destruction or damage 75% or more of the members determine not to proceed with repair and restoration, the Property shall be subject to an action for partition at the suit of any member or lien or, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be placed by the Board of Directors or the Insurance Trustee, as the case may be, in the Trust Fund provided for in Article 9.4(b) and Article 9.4(c) of these By-Laws.

10.8 **INSURANCE TRUSTEE.** The Board of Directors shall appoint an Insurance Trustee for the purposes mentioned herein. Said Insurance Trustee shall not be a member of the Condominium Association, an employee of the Developer or the manager, and shall discharge his duties in accordance with these By-Laws.

11. **TRANSFERS.**

11.1 **NOTICE TO SECRETARY.** Within thirty (30) days of the transfer of title to any unit, the person acquiring title shall certify to the secretary the names of all persons who will occupy the unit for more than fifteen (15) consecutive days and their eligibility for occupancy in accordance with the restrictions imposed by these By-Laws and the Master Deeds.

11.2 **SALE OF UNIT BY UNQUALIFIED OWNER.** Where by sale, gift, devise, inheritance or any other form of transfer, title to a unit is acquired by a person or persons who do not qualify for occupancy in the Condominium and such persons are unable to arrange for occupancy of said unit by persons who qualify for occupancy in the Condominium, then within thirty (30) days after receipt of notice furnished by said person to the Condominium Association, the Condominium Association may at its option deliver or mail by certified mail to the owner or owners an agreement to purchase the unit concerned executed by a purchaser who qualifies for membership in the Condominium Association, or by the Association itself under the provisions of Sect. 11.5 of these By-Laws, and the owner shall sell the unit concerned upon the following terms and conditions:

(a) The sale price shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such an agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, members of the American Institute of Real Estate Appraisers (M.A.I.) who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance on the sale may be entered upon the award rendered by the arbitrators in any Court of competent jurisdiction. The expenses of such arbitration shall be paid by the sellers;

(b) [This subsection 11.2(b) is deleted in its entirety.]

(c) The said sale shall be closed within thirty (30) days of the determination of sales price, or within such period as may be agreed upon between seller and purchaser.

11.3 **MORTGAGES.** (Deleted in its entirety)

11.4 **UNAUTHORIZED TRANSACTIONS.** Any sale or mortgage not authorized pursuant to the terms of these By-Laws shall be void unless subsequently approved by the Condominium Association.

11.5 **PURCHASE OF UNITS BY CONDOMINIUM ASSOCIATION.** The Condominium Association shall have the power to purchase units subject to the following provisions:

(a) The decision of the Condominium Association to purchase a unit shall be made by its directors, without the necessity of approval by the general membership except as hereinafter provided.

(b) If at any time the Condominium Association shall be the owner or contract purchaser of five units, it may not purchase any additional units without the prior approval of the Condominium Association which is to be determined by a majority of those present and voting at a special meeting of the membership.

11.6 **NON-WAIVER.** A decision by the Condominium Association not to exercise its option to purchase any unit in accordance with the above provision shall not constitute a waiver of the covenants and restrictions on occupancy imposed by the Master Deed and these By-Laws on any unit in the Condominium.

11.7 **LEASES OR RENTALS.** Anything contained in these By-Laws to the contrary notwithstanding, no member may lease or rent its unit, under any circumstances at any time.

12. **OBLIGATIONS OF MEMBERS.**

12.1 **ASSESSMENTS.** All members shall pay the monthly assessments imposed by the Board of Directors of the Condominium Association, in accordance with these By-Laws, to meet all projected communal expenses, which may include but not be limited to administration, maintenance, repair and replacement costs and insurance policy premiums.

Assessments are required to be paid by the seventh (7th) business day of the month. Failure to make such timely payments will subject members to a fine which shall be established by the Board of Directors.

12.1. A **DELINQUENCY.** Any member who fails to pay to the Association the monthly assessment or any other charges to the member's account including late fees, charges, and attorneys fees shall for all purposes under these By-laws be considered delinquent.

A delinquent member forfeits said member's eligibility for nomination, election or appointment to any office or as a director, including the right to continue as an officer, or as a director of the Association, or member of any committee as provided under Sect. 8.1 of these By-Laws.

Any and all outstanding monthly assessments, fines, late charges, interest costs, and attorney's fees shall be a continuing lien on the unit until said amounts are paid in full.

The provisions of this section shall not be in limitation of the provisions of Sects. 9.4, 9.5, 12.5 and 12.6 of these By-Laws. In the event of conflict the provisions of Sects. 9.4, 9.5, 12.5 and 12.6 shall be paramount, and supersede those of 12.1.A herein.

12.2 **MAINTENANCE AND REPAIR.** Each member shall promptly perform at his own risk, cost and expense all maintenance and repair work with respect to the portion of each dwelling unit owned by him which does not comprise a part of the common elements and which, if omitted, would adversely affect the safety of the Condominium in which his dwelling unit is located or any part or parts thereof belonging in whole or in part to other members; and each member shall be liable for any damages, liabilities, costs or expenses, including attorneys' fees, caused by or arising out of his failure to promptly perform any such maintenance and repair work.

12.3 **ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY MEMBERS.** No member shall make any structural addition, alteration or improvement in or to his dwelling unit, including any exterior painting, or exterior alteration, or addition (including awnings, grills, etc.) without the prior consent thereto of the Board of Directors. For purposes of this section, a structural addition, alteration or improvement includes, but is not limited to, the removal, alteration or modification of any interior wall, whether a support wall, non-support wall, or otherwise, or the reconfiguration of the size and location of the rooms within a unit. No structural addition, alteration or improvement in or to a unit, as defined herein, shall be permitted if it substantially alters the residential character of the unit or the original residential design of the unit. In denying or approving the requested addition, alteration or improvement in a unit, the Board may consider not only the effect the modification will have upon the structural integrity and soundness of the unit and the

common elements, but also the effect such modification would have upon the residential character of a unit and the condominium complex.

The Board of Directors shall have the obligation to answer in writing any written request by a member for approval of a proposed structural addition, alteration or improvement in such member's dwelling unit, within sixty (60) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to proposed addition, alteration or improvement. The member shall be liable to obtain any required permits from the municipal authority.

12.4 REIMBURSEMENT BY MEMBERS. Each member shall be obligated to reimburse the Condominium Association for any expenses incurred by it in repairing or replacing any part of the common elements damaged solely by his negligence or by the negligence of his tenants, agents, guests or licensees, and such payment shall be made promptly upon the receipt of the Condominium Association's statement relating thereto.

12.5 LIEN FOR ASSESSMENT. All such charges and expenses chargeable to a member and his dwelling unit shall constitute a lien against the said dwelling unit in favor of the Condominium Association for the use and benefits of the members of the Condominium Association prior to all other liens except (1) assessments, liens and charges for taxes past due and unpaid on the dwelling unit, and (2) payments due under mortgage instruments of encumbrances, if any, duly recorded. The said lien may be foreclosed in the manner provided by law for the foreclosure and sales of real estate mortgages and, in the event of foreclosure, the Condominium Association shall, in addition to the amount due, be entitled to recover reasonable expenses of the action including costs and attorneys' fees. The right of the Condominium Association to foreclose the lien aforesaid shall be in addition to any other remedy which may be available to it at law for the collection of the monthly charges and expenses including the right to proceed personally against any delinquent member for the recovery of a personal judgment against him.

12.6 FORECLOSURE OF LIEN. In the event a member shall fail to pay any assessment levied against him and the dwelling unit owned by him for the maintenance of the common elements of the Condominium in which his dwelling unit is located, for the expenses of administrating, maintaining and operating the community and recreational facilities of the Condominium Association or any other expense lawfully agreed upon, within ten (10) days after the same shall become due and payable. The Condominium Association shall be entitled to proceed to foreclose the lien referred to in Paragraph 12.5.

12.7 PROSPECTIVE PURCHASERS. The prospective purchaser must meet with one or more members of the Board of Directors at least [one] 1 week before transfer. The purpose of this meeting shall be to acquaint the new resident with all the responsibilities incumbent upon each resident with respect to the By-Laws and all rules and regulations of this community.

12.8 PAYMENT AT TRANSFER. Upon the sale, conveyance or other lawful transfer of title to a dwelling unit, all unpaid assessments against a member for his pro rata share in the expenses of administration, maintenance, and repair of the common elements and the community and recreational facilities of the Condominium Association and in addition to any membership fees under Sect. 5.6 herein, including any and all fines, late fees, interest, costs and attorney's fees and all other expenses agreed upon shall first be paid out of the sale price or by the Purchaser in preference over any other assessments or charges of whatever nature except the following:

- (a) Assessments, liens and charges for taxes past due and unpaid on the dwelling unit, and
- (b) Payments due under mortgage instruments of encumbrance, if and, duly recorded.

12.9 PURCHASER'S LIABILITY. The purchaser of a unit shall be jointly and severally liable with the seller for the amounts owing by the latter to the Condominium Association up to the time of the conveyance of transfer without prejudice to the acquirer's right to recover from the seller the amount paid by him as such joint debtor. The Condominium Association shall provide for the issuance and issue to every Purchaser upon his request, a statement of such amounts due by the seller and the liability under this Paragraph 12.8 shall be limited to the amount as set forth in said statement.

(a) When a unit is purchased, all additions or changes made by the seller or prior owner become the responsibility of the purchaser in perpetuity. It shall be the seller's responsibility to inform the purchaser of said changes or additions.

12.10 LAWSUITS.

(A) If a homeowner or unit resident initiates a lawsuit, counterclaim, cross-claim or third party complaint against the Association, and the Association prevails in defending against the complaint, cross-claim, counterclaim, or third party complaint, then both the unit owner and the unit resident who brought the complaint, counterclaim, cross-claim, or third party complaint will be obligated to pay all attorneys fees, court costs and all other reasonable expenses incurred by the Association in defending against the complaint, counterclaim, cross-claim or third party complaint.

(B) In the event that the Association incurs any attorney fees, court costs or any other costs or expenses in enforcing the Association's Master Deed, By-Laws, and/or rules and regulations against any unit owner and/or resident, including, but not limited to, collection of past due maintenance fees or assessments or other charges, that unit owner and/or resident shall be responsible for paying to the Association all such legal fees, court costs, and other costs and expenses incurred by the Association in connection with such enforcement proceedings. The Association may assess the attorney's fees, costs and expenses to the unit owner's account as they are incurred by the Association.

13. CONDEMNATION. In the event of the taking in condemnation or by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Board of Directors of the Association. If [seventy-five percent (75%)] 75% or more of the members duly and promptly approve the repair, restoration or replacement of such common areas and facilities, the Board of Directors shall arrange for the repair, restoration or replacement of such common elements, and the Board of Directors shall disburse the proceeds of such award to the contractors engaged in the repair, restoration or replacement in appropriate progress payments. If [seventy-five percent (75%)] 75% or more of the members do not duly and promptly approve the repair, restoration, or replacement of such common elements, the Board of Directors shall disburse the net proceeds of such award among the unit owners in proportion to each unit owner's undivided interest in the common elements, with the following exceptions:

In the event the said taking in condemnation or by eminent domain of part or all of the common elements involves the taking of part or all of any unit or units, the owner or owners thereof shall be entitled to first receive just compensation for such taking, from net proceeds of any award. After such just compensation has been made, the balance, if any, of any undistributed net award, shall be distributed among the unit owners, as aforesaid.

14. RIGHT OF ENTRY. A member shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors of the Condominium Association in case of any emergency originating in or threatening his unit, whether the member is present at the time or not. A member shall permit the management agent, other members or their representatives, when so

required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for such entry are made in advance and that such entry is to be at a time convenient to the member. In the event of an emergency, such right of entry shall be immediate.

15. USE OF COMMON ELEMENTS. A member shall not place or cause to be placed in the stairways or other common area or facilities, other than the area designated as storage area, any furniture, packages, or objects of any kind. All entry passages, stairways, corridors, etc., shall be used for no purpose other than for normal transit through them.

Any and all guest, invitees, licensees, servants, employees, contractors or subcontractors of any unit owner must use the sidewalks and roadways when visiting a unit owner. No guest, invitee, licensee, servant, employee, contractor or subcontractor may use the grassy areas of the common elements as a walkway, cut-through or a means to gain access to the unit, nor may any guest, invitee, licensee, servant, employee, contractor or subcontractor use the grassy areas between buildings to gather, congregate, smoke or loiter for any other purpose.

16. RULES OF CONDUCT. Rules and regulations concerning the use and occupancy of the dwelling units and the common areas and facilities may be promulgated and amended by the Board of Directors with the approval of a majority of votes cast by members. Copies of such rules and regulations shall be furnished by the Board of Directors to each member prior to the time when the same shall become effective.

17. AMENDMENTS. These By-Laws may be amended from time to time by the affirmative vote of a majority of votes cast by members of the Association at a meeting called for the purpose of such amendments within the limitations prescribed by law.

18. DISSOLUTION. Upon dissolution of the Condominium Association in accordance with Chapter 1, Section 20 of Title 15 of the Revised Statutes of New Jersey, entitled "Corporations and Associations Not For A Profit", the assets of the Condominium Association, after the payment of all debts including mortgages and other encumbrances, shall be distributed to the members of the Condominium Association in accordance with their percentage of ownership interest therein, as stated in the Master Deed, and amendments, thereto.

19. ASSESSMENT OF FINES. The Board of Directors shall have the authority to assess fines for the violation of any of the provisions of the Master Deed, By-Laws, or Rules & Regulations.

20. IMMUNITY FROM CIVIL ACTION. The Association shall not be liable in any civil action brought by or on behalf of a unit owner, resident or guest for damages as a result of bodily injury to said person or persons occurring on the premises of the common interest community, unless it is deemed the association, is willful, wanton, or grossly negligent in commission or omission.

**A COUNTRY PLACE CONDOMINIUM ASSOCIATION, INC.
2016 Amendments to Governing Documents, including but not limited to the
recorded Master Deed and Bylaws, and any non-recorded Rules and/or Regulations**

WHEREAS, the Master Deed of A Country Place Condominium Association, Inc. (the "Association") was recorded in the office of the Ocean County Clerk on October 3, 1969 in Deed Book 2954, beginning at Page 1; and any and all amendments thereafter; and

WHEREAS, Section 7 of the Bylaws provides, in relevant part, that "All of the powers and duties of the Association existing under the Horizontal Property Act, Master Deed, Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employee"; and

WHEREAS, Section 17 of the Bylaws provides that, "These Bylaws may be amended from time to time by the affirmative vote of a majority of votes cast by members of the Association at a meeting called for the purpose of such amendments within the limitations prescribed by law"; and

WHEREAS, Section 9 of the Bylaws provides that, "...the presence in person or proxy of 125 members at any meeting of the members of the Association shall constitute a quorum", and

WHEREAS, the Board of Directors of the Association proposed certain changes to the Governing Documents of the Association (the terms "Governing Documents" shall include, but not be limited to, the recorded Master Deed and Bylaws, and any non-recorded Rules and/or Regulations) on due notice to the members thereof; and

WHEREAS, a membership meeting was held by the Association on June 7, 2016; and

WHEREAS, at said meeting, a quorum being present, a majority of votes cast by members of the Association who attended the meeting in person or by proxy, voted in favor of amending, modifying and supplementing the Governing Documents as set forth herein;

NOW, THEREFORE, the following amendments are made this 7th day of June, 2016, as follows.

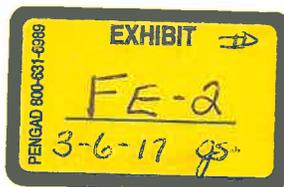
If there shall be any conflict between the following amendments and the previously recorded and/or non-recorded Governing Documents, the terms of these amendments shall supersede those sections that are being amended. The terms of these amendments shall govern. To the extent these amendments simply add to any of the previous Governing Documents, such provisions shall be joined and interpreted together.

INST# 2016069586 DR BK 16449 Pg 1997 07/15/2016 10:47:29 AM
SCOTT H. COLABELLA COUNTY CLERK, OCEAN COUNTY NEW JERSEY



1

4-80 cash JO



2016 AMENDMENT NO. 1 (Bylaws, Section 11)

Unit owner(s) must wait at least one year before selling a unit, unless the unit owner(s) must sell the unit because of circumstances beyond his/her/their control. If unit owner(s) choose(s) to sell his/her/their unit within one year of ownership, and cannot demonstrate to the Board circumstances beyond his/her/their control, and if the sale price is more than that paid by the unit owner, then the unit owner(s) must pay to the Association fifty percent (50%) of the increase in price as a surcharge for failing to own the unit for more than one year.

2016 AMENDMENT NO. 2

Voting

In all matters wherein membership vote is necessary, the Board of Directors may use an outside company or third party for any such matters. This includes, but is not limited to, elections, capital items, and changes to the governing documents. Where an outside company/third party is hired, that company/third party will distribute ballots directly to members of the Association, and the members will complete such ballots and mail them back to the outside company/third party. The outside company/third party will determine the results by counting the ballots and advise the Board of the results. The Board will thereafter advise the Association members of the results. Additionally, where an outside company/third party is hired, no ballots will be accepted in the Association's office. Further, when an outside company/third party is used, there shall be no need for the Association to have on premises voting, via polling stations or other means, nor shall there be the necessity for an election committee consisting of residents/members.

The Nominating Committee shall consist of the 3 volunteers who are not running in that year's Board of Directors elections. A member of the Association's management company may serve as one of the volunteers.

2016 AMENDMENT NO. 3

Revocation of All Privileges

In accordance with and in addition to the provisions of the By-Laws, and subject to the unit owner's right to a hearing consistent with the principle of due process of law, any member of the Association whose account remains delinquent for a period of thirty (30) days or more shall be subject to the following, at the discretion of the Board;

- (i) suspension of any and all privileges afforded unit owners in good standing, until such time as the unit owner's account is current;

- (ii) suspension of parking privileges until such time as the unit owner's account is current; and
- (iii) in the event parking privileges are suspended, the unit owner's vehicle(s) may be towed, at the sole cost and expense of the unit owner, and any and all costs and expenses associated therewith shall be assessed to the unit owner's account.

2016 AMENDMENT NO. 4

Merging of Entities

There are currently two (2) entities in connection with "A Country Place". One entity is called "A Country Place Condominium Association, Inc.", and the other is called "A Country Place Trust" (the "trust"). The trust shall be hereby merged into the condominium association and there will be one remaining entity, called "A Country Place Condominium Association, Inc."

In all other respects, the Governing Documents remain in full force and effect as written and recorded.

IN WITNESS WHEREOF, A Country Place Condominium Association, Inc. has affixed its hand and seal the day and year first written above.

ATTEST:

A COUNTRY PLACE
CONDOMINIUM ASSOCIATION, INC.

Livia Cohen
Livia Cohen, Secretary

By: Barry Frischman
Barry Frischman, President

**GENERAL INFORMATION
AND REGULATIONS
OF
A COUNTRY PLACE CONDOMINIUM ASSOCIATION**

CONDOMINIUM LIVING

Many people, especially recent homeowners, do not have a good understanding of what it means to live in a condominium. No matter where located, here in New Jersey, in Florida or anywhere in the United States, certain features are similar.

A condominium is like a village or town and subject to state and local laws as well as its own By-Laws and Regulations. Our Country Place Condominium Association has a representative form of government consisting of a Board of five Directors, elected by unit owners for two years at an annual meeting in October.

The Directors are volunteers and serve without compensation. Board members supervise all the staff and the work of various service contractors engaged to maintain the many common elements in which each resident has a share. Other volunteers run the various clubs and social activities that make life in A Country Place so very pleasant.

The main purpose of A Country Place Condominium Association and the responsibility of the Board is to try to maintain the quality of all our facilities and services at a reasonable cost. Residents, as Association members upon payment of the association fee, are shareholders and with their maintenance payments contribute to the upkeep of the common element property and help meet other expenditures of their "village."

As a unit owner in a condominium, one should be aware that one is a partner in an establishment valued at over \$25,000,000 and an operating budget of more than \$600,000 annually. Residents own their homes and are free to do what they wish inside, but each owner has certain responsibilities for the entire condominium which must be observed in order to have an efficient operation.

New residents should understand that when a house is purchased, all that a prior resident was responsible for passes on to the new owner. This includes any money owed to the Condominium, any window changes, additional air conditioners or other improvements made, as well as any trees and shrubs planted on the lawns.

Finally, residents should be familiar with the following regulations and observe them, thus contributing in small ways to the quality of life at A Country Place in Lakewood, New Jersey, and make living here more desirable. Failure to follow these Rules and Regulations can result in a fine.

THE BOARD OF DIRECTORS

AIR CONDITIONING EQUIPMENT



AIR CONDITIONING EQUIPMENT

The Condominium Association shall be responsible for the repair and maintenance of the central air conditioning equipment (including the overhead heating system that was installed in some models) **but** limited to the original and one "replacement" of any component. If a second "replacement" of any component is required the unit owner will assume the responsibility for the replacement and any repair or maintenance of said replacement. The Association will no longer be responsible for the repair or maintenance of the second "replacement", nor any components that may be installed thereafter. Requests for service must be made to the office. However, unit owners must keep in mind that they, too, have a responsibility for careful use of the equipment. Experience has shown that many service calls are unnecessary. Examples are: failure to turn switches; poor settings of thermostats; failure to properly install or change filters. Service charges for unnecessary calls may be charged to the resident. Do not constantly turn the equipment on and off. This will not save electricity.

The resident has a responsibility to change the filter at least twice a year and more often during peak usage. Any resident unable to do so, should call the office and our maintenance department will do it at a reasonable charge, including parts and labor.

Window or wall Air Conditioners or Heating units are not permitted. Please refer to By-Law 12.3.

ATTIC FANS

These are the unit owner's responsibility.

BICYCLES/TRICYCLES

No bicycle riding on sidewalks is permitted.

BUS SERVICE

The Condominium provides bus service on a schedule available at the office. The regular bus run makes trips to the Lakewood Bus terminal upon request only, and shopping areas in Lakewood. Special trips to nearby shopping centers are made on other days.

A Municipal Bus has four runs Monday thru Friday and will pick up residents at the Clubhouse. The fare is 25 cents. A schedule is available in the office.

CHIMNEYS and FIREPLACES

All maintenance, including chimney cleaning, is the unit owner's responsibility.

CLOGGED DRAINS and TOILETS (see also "SEWAGE")

Any problems regarding blocked drains, toilets, etc. are the unit owner's responsibility. Unit owners should call the office for information.

CLUBHOUSE, USE OF

Residents desiring the use of the Clubhouse for games, meetings, parties or play, shall contact the Board of Directors for use of the facilities. These activities must not conflict with other residents using other parts of the building.

Clubhouse may be rented at a fee for private parties, subject to Board approval. Renting of Clubhouse for any function includes the following only: main ballroom, kitchen and restrooms, see contract.

The use of any ACP facilities shall be limited to ACP residents who also must accompany guests using same.

Persons using the Clubhouse must wear appropriate street attire. Persons must not come into the Clubhouse without shoes or wearing wet bathing suits.

Use of the Clubhouse facilities carries with it the responsibility for proper care of same and equipment or furnishings. Any repairs of damages or needed replacement will be charged to the parties causing damages. Absolutely no Condominium property of any kind may be removed from the Clubhouse without permission of the Board.

NO SMOKING IS PERMITTED IN THE CLUBHOUSE. FAILURE TO ABIDE BY THIS REGULATION WILL RESULT IN A \$25.00 PENALTY.

EXTERIOR CHANGES

No outside structures of any kind are permitted without written permission from the Board of Directors. Failure to obtain permission will result in a fine and/or removal of structure.

Fences around the patio are not permitted without the written approval of the Board of Directors. The fence must be white vinyl and no higher than four (4) feet. The resident must obtain a permit from the Township before installation.

EXTERMINATING SERVICES

The Condominium has an extermination service on call to check for any possible infestation of termites. Residents must notify the Condominium if there is a problem. The Condominium is not responsible if the resident calls in an outside exterminator. Residents are responsible for any other insect problems.

GARBAGE, TRASH REMOVAL and RECYCLE

Collections of garbage are on Tuesday and Friday mornings. All units have front pick-up service and must have refuse placed at curbside before 7:00 A.M. in covered containers.

Bulky items such as: carpeting, cartons and furniture will be picked up with each garbage collection. Tree branches are picked up by the Condo upon notification from resident.

If an appliance needs to be put out for garbage, the resident should call the office to arrange a special pick-up. In the case of a refrigerator, it is the resident's responsibility to have the freon drained and a sticker put on the appliance, and the door removed before pick-up. That is an environmental law. Residents should urge their contractor/suppliers to remove what they are there to replace.

Recyclables, cans, glass bottles, and plastics should be put out in containers to be picked up according to the schedule in the Country Caller and on our in-house Channel 77.

Garbage and Recyclables are **not** to be put out before dark.

HOME IMPROVEMENTS

All homeowners must notify outside contractors they **cannot** start work in A Country Place before 8a.m. nor work after 8 pm. Monday thru Friday.

INSURANCE

The Condominium is insured for fire, liability and related risks at replacement value for all homes, the Clubhouse and other buildings.

The Condominium also carries public liability coverage for our employees, bus and other vehicles.

Unit owners should be careful to see that their personal property is properly insured by carrying adequate home owner's coverage. Unit owners are encouraged to discuss any specific problems with their insurance broker.

KEROSENE HEATERS

Use of kerosene heaters is not permitted anywhere in Lakewood.

LAWN CARE

The Condominium employs a contractor to take care of general lawn maintenance: mowing, fertilizing, sweeping, edging, weed control. Should a resident want to assume responsibility for the care and upkeep of their lawn, they must notify the Condo office in writing so that their lawn can be flagged.

The Condominium will trim low hanging branches and shrubbery on perimeter areas of the Condominium and along streets. Care of shrubs and bushes adjacent to homes and on lawns is the unit owner's responsibility. Trees whose branches hang over the roofs of houses will also be trimmed by the Condominium. No trees will be removed unless the roots are growing into the sewer lines. Trees planted by the resident on the lawn are the unit owner's responsibility.

LAWN SPRINKLERS

Lawn sprinkler maintenance is the responsibility of the Condominium. Unit owners must not tamper with or attempt to change the setting of the sprinklers.

MAINTENANCE FEES

Maintenance fees are payable on the first of every month. A Country Place Condominium Association By-Laws provide that the Condominium may take necessary action to collect any past due fees as well as any special charges that are due for service. The late fee is \$50.00 and is charged after the seventh (7th) business day of the month. This fine applies to any amount owed to the Condominium -- maintenance, assessments or condo jobs.

Residents who plan to be away for an extended period of time should arrange to prepay their fees, or make other arrangements for prompt payment. Checks may be post-dated.

PAINTING

The Condominium will paint garage doors and other outside doors and sheds with the exception of porch and Florida room doors..

PARKING

Our streets are narrow and we ask that residents and guests park their vehicles in such a manner as to not block driveways or restrict traffic and emergency vehicles. [WHEN PARKING CARS IN DRIVEWAYS, CARS MUST BE PARKED IN SUCH A MANNER, THAT THEY COMPLETELY CLEAR SIDEWALKS AND ALL GRASS AREAS.]

Guests and residents must not park overnight on any side street. Overnight parking is permitted only on Lake Park Boulevard.

Overnight parking of boats, recreation vehicles, campers, trailers, trucks, commercial or unregistered vehicles is not permitted within the boundaries of this Condominium. Failure to obey this rule will result in a \$25.00 a day fine and violators will be subject to the cost of towing and storage charges. [Adopted September 9, 1999 -- A.C.P. Board of Directors.]

PETS

Dogs and cats must be on a leash at all times and must not be allowed to run loose on lawns, sidewalks and streets. They must not be allowed to relieve themselves on common elements anywhere. Dogs must be properly licensed. Any disregard of these rules will subject resident to a penalty of \$25.00.

PLANTING REGULATIONS

Each homeowner is responsible for all landscaping within a three (3) foot perimeter of his or her unit. The patio area is considered part of the unit base.

All trees planted by the resident within the three (3) foot perimeter, that need to be removed, will be at the resident's expense.

Any item planted in the permitted area shall not be of such type and character so that its growth and size will constitute a danger in any way to the proximate unit building.

Unit owners are cautioned not to dig in areas causing damage to service lines as telephone, lawn sprinkler, etc. Any damages caused by unit owners will be charged to them.

Planting not in compliance with these regulations and without the written permission and approval of the Board of Directors may be removed at the unit owner's expense.

Placing of lawn decorations such as statutes, monuments, etc. on common elements is not permitted without the written permission of the Board of Directors.

The Condominium is only responsible for trimming trees on common ground or overhanging gutters and rooftops. Maintenance of all trees, shrubs, etc., within the three (3) foot perimeter is the owner's responsibility with the exception as previously stated above.

PORCH ENCLOSURES

All porch enclosures including doors are the responsibility of the unit owners. Consequently, all repairs and maintenance are the unit owners' responsibility. See PAINTING.

PROPERTY TAXES

All units are assessed by Lakewood Township for payment of real estate taxes which are due February 1, May 1, August 1 and November 1 of each year. Any questions, complaints, etc. should be referred to the Assessor's Office, Lakewood Township Municipal Building. The telephone number is 364-2500.

RESALE OF HOMES

The Condominium is not permitted to engage in any sales activity of homes for sale but a list is posted in the Clubhouse for use by prospective buyers.

Unit owners are not permitted to post "for sale" signs on lawns, or on the outside of homes. Any signs must be displayed in windows or inside of porch enclosures. Unit owners are free to use real estate agents of their choice and advertise their unit in various newspapers.

SELLING OF MERCHANDISE

No garage sales are permitted.

SEWAGE: see also **CLOGGED DRAINS and TOILETS**

THE FOLLOWING RECOMMENDED PROCEDURES SHOULD BE ADHERED TO BY ALL HOMEOWNERS:

1. No bandages, band-aids, dental floss, any kind of paper or tissues should be thrown in toilets as they are not biodegradable. Toilet paper is the only degradable paper to use.
2. Filters in washers and dryers should be cleaned after each use.
3. The garbage disposal is used incorrectly by many residents. Grapefruits, orange or any other thick rind fruit should not be placed in the unit. Chicken bones are also taboo. All weaken the blades of the disposal unit and also act as collectors of garbage particles which clog sewer lines. Stringy vegetables also create the same problem.

Basically, the owner is responsible from the kitchen drain or bathroom drains to the clean-out. The Condominium will take responsibility for the cost of blockage from the clean-out to the main sewer only for tree roots. If blockage is caused by resident's carelessness, the homeowner is responsible.

SNOW REMOVAL

Snow removal is started when there is an approximate 3" accumulation and our contractor provides service to complete work within 24 hours. We have several miles of streets and sidewalks, as well as 376 driveways and pads. It is not possible to give priority to any unit owner but we will make every effort to take care of any special problems.

SOLICITING

No soliciting of any kind is permitted.

STREET LIGHTING

Call the office to report any outage.

SWIMMING POOL

Pool hours are from 10.00 a.m. to 8:00 p.m. Use of pool is limited to residents and their guests. Badges may be obtained at the office. The pool rules are posted poolside.

TELEVISION

Cable television lines have been installed and are available to every home in A Country Place. For this type of service a homeowner must deal directly with Monmouth Cablevision Associates of Lakewood.

TREES and SHRUBS: see PLANTING REGULATIONS

UNIT MAINTENANCE

The Condominium will try to schedule all repair work at the convenience of the unit owner. However, our workmen cannot be expected to come at specific times of the day or on special days.

No outside clotheslines are permitted.

VACANT HOMES (VACATION)

Residents who plan to be away for an extended period of time must adhere to the precautions below in order to protect their unit:

Short period of time (A week or two): Leave the heat on in all rooms. Turn off the water. (If you don't know where the turnoff is in your unit, call the office and we will send a maintenance man to show you.) Open all faucets.

Extended period of time: Turn off the main water supply system, have your pipes drained. Drain all faucets and toilets. Open all faucets. All outside faucets must be wrapped. Hoses must be removed from outside faucets. If you have a shut-off valve inside your unit for the outside faucet, turn it off.

Leave a key with a trusted neighbor or at the office in case of emergencies.

Notify the office when you are leaving and approximately when you will return.

Leave a phone number and an address where you can be reached with the office.

Any damages caused by the resident's failure to comply with the above will be charged to the unit owner.

WATER

Water is furnished by the New Jersey-American Water Company. Any difficulties such as impure water, poor supply, etc., must be referred to them. Their telephone number is on your bills: 363-1282 or in an emergency: 363-1417.

WINDOWS

Refer to number 14 of the **WILL BE** responsible list.

* * * * *

The following two lists will answer most questions as to what A Country Place Condominium Association will and will not be responsible for.

The Condominium Association WILL be responsible for:

1. Dividing fences between units in rear of homes.
2. The unit owner will be given a \$250 credit towards maintenance fees for the replacement of a patio, after paid receipt is submitted to the office. The Condominium will have no responsibility for the patio thereafter.
3. Repair and Replacement of roofs when needed.
4. Replacement of gutters and downspouts when needed.
5. Cleaning of gutters.
6. Power washing of units where needed.
7. Lawn sprinklers and components.
8. Replacement of overhead heating thermostat
9. Repair and replacement of driveways when needed.
10. Painting the edges of outside steps.
11. Painting the safety railings on front walks and steps.
12. Repair or replacement of garage door (one time only) when needed. A credit of \$200 towards maintenance fees will be given to a unit owner if they choose to replace the garage door on their own and when paid receipt is submitted to the office. The Condominium will have no responsibility for the garage door thereafter.
13. Repair or replacement of sidewalks and walkways when needed.
14. Replacement of window springs (original only).
15. Repair of plumbing in interior walls and attics provided the unit owner has taken proper precautions in the winter months if they will be leaving for an extended period of time. The unit owner will be responsible for any damages caused by their neglect.
16. Repair or repaving of streets.
17. Repair and maintenance of central air conditioning equipment (Limited to the original and one replacement.) Thermostats.

The Condominium Association WILL NOT be responsible for:

1. Garage door springs, tracks, seals or automatic garage door openers.
2. Fireplaces or chimneys.
3. Water heaters, kitchen and bath faucets, bathtubs, showers, sinks, wash basins, and garbage disposal units.
4. House numbers.
5. Attic and ceiling fans. Bathroom and exhaust fans.
6. Smoke alarms (maintenance will install new batteries furnished by the unit owner who can't do their own).
7. Telephone outlets, electrical outlets, all wiring, circuit breakers and breaker boxes.
8. Washing machines and hoses, dryers and hoses, or any other appliances.
9. Landscaping and planting within the 3 foot perimeter of the unit or any planting by unit owner.
10. Tile floors or walls or any floor covering.
11. Any and all door locks.
12. Heating or air conditioning registers or vents.
13. All electrical fixtures.
14. Purchase or replacement of any trash or recycle containers.
15. Porch enclosures or winterized porch rooms.
16. Patio painting or patio carpeting.
17. Storm windows, storm doors, sliding patio doors.
18. Kitchen or bathroom cabinets or counters.
19. Damage done by the Cable Company or any private contractor or worker hired by the unit owner.
20. Any and all damages done by a unit owner or their guests to the garage, the unit, or the driveway by neglect or by car.
21. Patio replacement.

The Board Of Directors of A Country Place have authorized the following swimming hours for the 2011 season

Monday	8:00AM to 9AM	Woman only	(All women residents)
Monday	9:00AM to 10:00AM	Men only	(All men residents)
Tuesday	8:00AM to 9:AM	Men only	(All men residents)
Tuesday	9:AM to 10:00AM	Women only	(All women residents)
Wednesday	8:AM to 9:00AM	Woman only	(All women residents)
Wednesday	9:00AM to 10:00:AM	Men Only	(All men residents)
Thursday	8:00 AM to 9:00AM	Men only	(All men resident)
Thursday	9:AM to 10:00AM	Woman only	(All women residents)
Friday	8AM to 9:00AM	Woman only	(All woman residents)
Friday	9:00AM to 10:AM	Men only	(all men residents)
Saturday	8:00AM to 9:00AM	Men only	(All men residents)
Saturday	9:00AM to 10AM	Woman only	(All woman residents)
Sunday	8:00AM to 9:00AM	Woman only	(All woman residents)
Sunday	9:00AM to 10:00AM	Men only	(All men residents)

Above hours are the only times that a temporary screen may be put up and must be taken down by 10:00AM same day

Other pool hours are as follows:

10AM to 4PM

All non-residents using the pool must be accompanied by a resident:

Children under 10 years of age, must have an adult resident in the pool with them at all times

A Country Place

1400 South Lake Drive
Lakewood, NJ 08701
Tel: 732-364-5924 – Fax: 732-364-9070

July 21, 2011

ADDITIONAL POOL GUIDELINES

**CHILDREN BETWEEN HOURS OF 11AM-12 PM
4PM – 5 PM**

**ADDITIONAL TIME IF LESS THAN 5 ADULTS
IN POOL OR IF POOL IS EMPTY.**

**CHILDREN MUST BE AT THE LOWSIDE OF POOL
ON OTHER SIDE OF ROPE DIVIDER**

CHILDREN IN DIAPERS NOT ALLOWED.

**ALL MUST SHOWER BEFORE ENTERING POOL
PER BOARD OF HEALTH, OTHERWISE STATE
WILL CLOSE DOWN POOL.....**

**CHILDREN UNDER 16 MUST BE ACCOMPANIED
BY ADULT AT ALL TIMES**

NO SITTING AROUND SIDES OF POOL

**FOOD AND BEVERAGES ARE PERMITTED IN
POOL AREA AT THE TABLES- NO GLASS IS
PERMITTED.**

**SMOKING AREA BY PICNIC TABLE AND
BARBEQUE ARE ONLY.....**

POOL RULES & REGULATIONS FOR RESIDENTS &
GUESTS 2013

1. Everyone must sign in upon entering pool area.
2. Badges must be worn in pool area at all times.
3. Showers must be taken before entering the pool, not doing so may end your pool privileges.
4. Children under the age of 12 must be accompanied by an adult while in the pool. All children must conduct themselves in an appropriate manner bearing in mind that this is a senior community. Should any child misbehave he/she will be asked to leave the pool area.
5. NO jumping or diving into the pool. No running in pool area.
6. Anyone with symptoms of communicable diseases (ex. Colds, nasal discharge, cuts, bandages, skin eruptions or similar infections), may not use the pool. (as stated in Section 14, paragraph 4 of the Health Code)
7. No swimmies, diapers or incontinence pads are permitted in the pool.
8. No sitting on the steps or side of the pool.
9. Smoking in the pool area is prohibited.
All food must be eaten on the deck. All
10. Drinks must be in cans or plastic. **NO GLASS ALLOWED!!**
11. Toys or rafts of any kind must be approved by the guard on duty.
12. In order to accommodate everyone in the community, the pool hours will be as follows:
8am-9:30am-all women
9:30am-10:30am-all men
10:30am-8pm-everyone is welcome
8pm-9pm-all women
9pm-10pm-all men

13. If a lifeguard is not present a buddy system must be implemented. No one is allowed in the pool by themselves.
14. All children and guests must be accompanied by the resident.

THE LIFEGUARD OR POOL VOLUNTEER MAY ASK ANYONE WHO IS NOT IN COMPLIANCE WITH THESE RULES TO LEAVE THE POOL AREA!

POOL HOURS SUMMER OF 2014

MONDAY through FRIDAY DAYS

8:00 A.M. TO 10:00 A.M.	LADIES ONLY
10:00 A.M. TO 11:30 A.M.	MEN ONLY
11:30 A.M. TO 5:30 P.M.	FAMILY TIME

SATURDAY IS ALL FAMILY TIME

THE FOLLOWING EVENING HOURS ARE FOR ADULTS ONLY. ANY ADULT GUEST MUST BE ACCOMPANIED BY A RESIDENT:

SUNDAY, TUESDAY and THURSDAY EVENING
5:30 P.M. TO 7:00 P.M. LADIES ONLY

MONDAY, WEDNESDAY and FRIDAY EVENINGS
5:30 P.M. TO 7:00 P.M. MEN ONLY

MONDAY and WEDNESDAY EVENINGS
7:00 P.M. to 9:00 P.M. LADIES ONLY

SUNDAY, TUESDAY and THURSDAY EVENINGS
7:00 P.M. to 9:00 P.M. MEN ONLY

MESSAGE FROM THE BOARD

Pool schedule and rules for the Summer of 2015 season:

- 1) Pool hours are from 8:00 AM to 9:00 PM and are listed on the Pool Hours Schedule.
- 2) The entrance to the pool will be through the Club House back door.
- 3) You will need a key fob to enter the pool area. Key fobs are available in the office for \$10.00, one per resident only.
- 4) If someone enters the pool area without using a key fob, an alarm will sound, alerting the residents that an unauthorized person is trying to enter.
- 5) All residents will be required to wear a pool wristband, to identify that the wearer is an authorized pool user. One wristband is available for each resident, up to 2 per unit, at no charge. Replacement wristbands, in case of loss, will be \$35. The wristband is your pool pass.
- 6) Wristbands are available in the office **ONLY**, during office hours, Monday thru Friday, 8:00AM to 4:00PM.
- 7) Each unit is allowed up to 3 guests per scheduled hours.
- 8) All guests **MUST** be accompanied by their host. Guests will not require a wristband. However, they must identify their host, if asked. If guests are not accompanied by a host, they may be asked to leave by the resident who confronts the swimmer. If they refuse to leave, please call the office. If it is after office hours, please try to identify which home the swimmer claims to belong and Management will deal with it the best way possible.

- 9) We ask all residents to cooperate with monitoring these rules so that we may have a better organized, peaceful and enjoyable summer.
- 10) Children are classified by ages under 15 years old, as swimmers and adults are classified by older than 15 years.
- 11) We ask all hosts to monitor their guests to comply with the rules and limit interference with other swimmers.
- 12) ALL HOSTS: Please tell your guests that they may be asked to which host they belong and should respond in a cooperative manner.
- 13) The honor system has been chosen to implement these rules since security, or a hired monitor, will be very costly. In the event the system will be unsuccessful, through our all inclusive, cooperative way, we may have to consider other means which could be very expensive.
- 14) If additional adjustments to these rules are needed to allow the pool rules to work, we ask for the resident's recommendations to be submitted to the office.
- 15) LIGHTS SHUT OFF AT 9:15 PM.

16 THE COUNTRY GALER JUN 2015

A COUNTRY PLACE POOL HOURS - SUMMER OF 2015

RESIDENTS MUST HAVE WRIST BANDS

ALL GUESTS MUST BE ACCOMPANIED BY A RESIDENT

NO MORE THAN THREE GUESTS PER UNIT

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
8:00 AM - 10:00 AM *ADULTS ONLY	LADIES SWIM	ALL RESIDENTS					
10:00 AM - 11:30 AM *ADULTS ONLY	MEN SWIM	ALL RESIDENTS					
***11:30 AM - 4:30 PM	ALL RESIDENTS						
4:30 PM - 6:00 PM *ADULTS ONLY	LADIES SWIM	MEN SWIM	LADIES SWIM	MEN SWIM	LADIES SWIM	LADIES SWIM	ALL RESIDENTS
6:00 PM - 7:30 PM **FAMILY SWIM	LADIES SWIM	MEN SWIM	LADIES SWIM	MEN SWIM	LADIES SWIM	MEN SWIM	ALL RESIDENTS
7:30 PM - 9:00 PM **FAMILY SWIM	MEN SWIM	LADIES SWIM	MEN SWIM	LADIES SWIM	MEN SWIM	MEN SWIM	ALL RESIDENTS

EXPLANATION OF *S:

* ADULTS 15/YRS. AND OLDER

** CHILDREN UNDER 15/YRS.

*** GUESTS OF ALL AGES

16 THE COUNTRY CALLER JULY 2015

A COUNTRY PLACE POOL HOURS - SUMMER OF 2015

RESIDENTS MUST HAVE WRIST BANDS

ALL GUESTS MUST BE ACCOMPANIED BY A RESIDENT

NO MORE THAN THREE GUESTS PER UNIT

A. COUNTRY PLACE 35

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
8:00 AM - 10:00 AM *ADULTS ONLY	LADIES SWIM	ALL RESIDENTS					
10:00 AM - 11:30 AM *ADULTS ONLY	MEN SWIM	ALL RESIDENTS					
***11:30 AM - 4:30 PM	ALL RESIDENTS						
4:30 PM - 6:00 PM *ADULTS ONLY	LADIES SWIM	MEN SWIM	ALL RESIDENTS				
6:00 PM - 7:30 PM **FAMILY SWIM	LADIES SWIM	MEN SWIM	LADIES SWIM	MEN SWIM	LADIES SWIM	MEN SWIM	ALL RESIDENTS
7:30 PM - 9:00 PM **FAMILY SWIM	MEN SWIM	MEN SWIM	MEN SWIM	MEN SWIM	MEN SWIM	MEN SWIM	ALL RESIDENTS

EXPLANATION OF *'S:

- * = ADULTS 14/YRS. AND OLDER
- ** = CHILDREN UNDER 14/YRS.
- *** = GUESTS OF ALL AGES

16 THE COUNTRY CALLER AUGUST 2015

A COUNTRY PLACE POOL HOURS - SUMMER OF 2015

RESIDENTS MUST HAVE WRIST BANDS

ALL GUESTS MUST BE ACCOMPANIED BY A RESIDENT

NO MORE THAN THREE GUESTS PER UNIT

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
8:00 AM - 10:00 AM *ADULTS ONLY	LADIES SWIM	ALL RESIDENTS					
10:00 AM - 11:30 AM *ADULTS ONLY	MEN SWIM	ALL RESIDENTS					
***11:30 AM - 4:30 PM	ALL RESIDENTS						
4:30 PM - 6:00 PM *ADULTS ONLY	LADIES SWIM	MEN SWIM	LADIES SWIM	MEN SWIM	LADIES SWIM	LADIES SWIM	ALL RESIDENTS
6:00 PM - 7:30 PM **FAMILY SWIM	LADIES SWIM	MEN SWIM	LADIES SWIM	MEN SWIM	LADIES SWIM	MEN SWIM	ALL RESIDENTS
7:30 PM - 9:00 PM **FAMILY SWIM	MEN SWIM	LADIES SWIM	MEN SWIM	LADIES SWIM	MEN SWIM	MEN SWIM	ALL RESIDENTS

EXPLANATION OF *S:

- * = ADULTS 15/YRS. AND OLDER
- ** = CHILDREN UNDER 15/YRS.
- *** = GUESTS OF ALL AGES

Pool schedule and rules for Summer 2016.

- 1) Pool hours are from 8:00am to 9:00pm and are listed on the Pool Schedule which has been posted.
- 2) The entrance to the Pool is the Club house front door of lobby
- 3) You will need a key fob to enter the pool area.
- 4) Key fobs are available in the office for \$10.00, one per resident.
- 5) If someone enters the pool area without using the key fob an alarm will sound alerting the residents at the pool that an unauthorized person is trying to enter.
- 6) Each unit is allowed 3 guests but they must be accompanied by their "HOST". Please be courteous, and follow the rule as we all wish to enjoy our pool without it being overcrowded by guests.
- 7) Hosts, please ask your guests to cooperate and not go unattended without you.
- 8) Children in diapers or swim pants or those not toilet trained are never allowed in the water.
- 9) We will have a security guard to monitor and make sure that rules are followed.
- 10) Hours of use are posted. Please comply to give everyone the opportunity to enjoy the pool.
- 11) Lights Shut Off at 9:15pm

The pool is there to be enjoyed by HomeOwners. Please do not abuse the privileges we have.



Pool Rules for Summer 2016.

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11. Lights Shut Off at 9:15pm.

The pool is there to be enjoyed by Homeowners. Please DO NOT abuse the privileges we have.

JOKES

To be kind is more Important
Than be Right
Many Times, what people need
Is Not a Brilliant mind that speaks
But a special Heart that listens

Never give up because you failed once, know that failure is sometimes out of the way to reach your intended route....!!!!

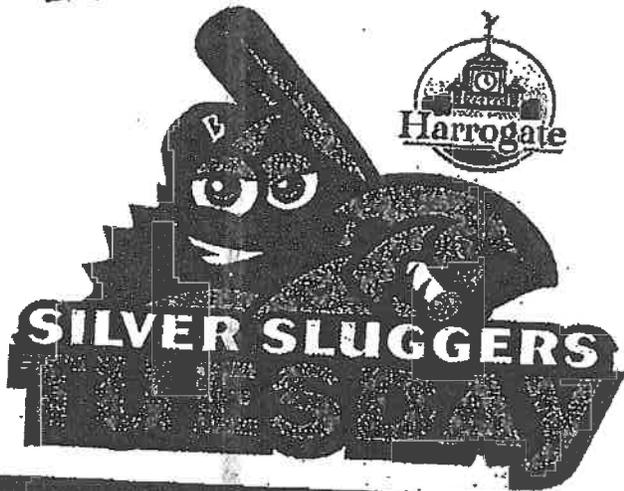
"A person who never made a mistake never tried anything new."

A Moment of Patience In a Moment of Anger
Prevents a Thousand Moments of Regrets

Alexander The Great's last words: Bury my body and keep my hands outside, so that the world knows "The Man who won the world had nothing in hands when he left" ...

SMILE and SILENCE are the TWO most powerful tools
SMILE is the best way to SOLVE many problems and
SILENCE is the best way to AVOID many problems

BLUECLAWS™



FUN FOR SENIORS

Join the Silver Sluggers Club Today

- Tickets to Two Tuesday Games

Where Club Members Eat Free

- Membership Lapel Pin

- All-You-Can-Eat Buffet On

September 3rd or 5th

- 15% Off in Claws Cove

- Special Recognition Every Tuesday

A \$55 Value

For Just \$16

Ross Grippin at 732-901-7000 ext 173

A Country Place Pool Schedule 2016

		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
All Residents	8:00-11:00am	Ladies Swim	Ladies Swim	Ladies Swim	Ladies Swim	Ladies Swim	Ladies Swim	All Residents All Day
	11:00am-1:00pm	Mens Swim	Mens Swim	Mens Swim	Mens Swim	Mens Swim	Mens Swim	
	1:00-3:00pm	All Residents	All Residents	All Residents	All Residents	All Residents	All Residents	
	3:00-4:00pm	Ladies Swim <u>Adult Residents Only</u>					Ladies Swim	
	4:00-5:00pm	Ladies Swim					Mens Swim	
	5:00-6:45pm	Ladies Swim	Mens Swim	Ladies Swim	Mens Swim	Ladies Swim		
	6:45-9:00pm	Mens Swim						

CHILDREN MUST BE ACCOMPANIED BY AN ADULT (18 & over) AT ALL TIME

Guests are allowed if accompanied by resident.

There will be a security/safety guard during afternoon hours.

Only fully trained grandchildren (no "swimmers" or diapers whatsoever at any time are allowed in the pool).

Board Meeting 7/3/2016

Attendee:

Isaac Holtz
Barry Frischman
Barry Hertz
Fay Engelman
Livia Cohen - on phone

- Will put dome over pool to capitol vote
- Voted to change pool hours, unanimously 3:00-5:00pm effective 7/17/2016
- Gidget must sign book, if not house will be assessed \$50.00
- Pay Kuntslinger \$1800.00 for termites
- Ask Phil - are we responsible for 1 B Thyme

A Country Place Pool Schedule 2016

effective - July 17, 2016

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Residents	3:00-11:00am Ladies Swim	Ladies Swim	Ladies Swim	Ladies Swim	Ladies Swim	Ladies Swim	8:00-11:00am
All	11:00am-1:00pm Mens Swim	Mens Swim	Mens Swim	Mens Swim	Mens Swim	Mens Swim	11:00am-1:00pm
All	1:00-3:00pm All	All	All	All	All	All	1:00
Residents	3:00 Ladies Swim, Adult Residents Only	Residents	Residents	Residents	Residents	Residents	3:00pm
Residents	4:00 Ladies Swim	Ladies Swim				Ladies Swim	3:00
Residents	4:00 Ladies Swim	Ladies Swim				Ladies Swim	4:00pm
Residents	5:00 Ladies Swim	Ladies Swim				Ladies Swim	4:00
Residents	5:00 Ladies Swim	Ladies Swim				Ladies Swim	5:00pm
Residents	6:00 Mens Swim	Mens Swim	Ladies Swim	Mens Swim	Ladies Swim	Mens Swim	5:00
Residents	6:45 Swim	Swim	Swim	Swim	Swim	Swim	6:45pm
Residents	9:00pm Swim	Mens Swim				Swim	6:45
Residents		Mens Swim				Swim	9:00pm

Guests are allowed if accompanied by resident - except at designated hours.
CHILDREN MUST BE ACCOMPANIED BY AN ADULT (18 & over) AT ALL TIMES
 One adult cannot come with 3-4 children and swim at the same time.
 Adults who accompany the children have to SUPERVISE them at all times.
 Only fully trained grandchildren "swimmers" or diapers are ever allowed in the pool.

Marie Curto

Page 1 of 1

From: A Country Place <acountryplace11@optimum.net>
To: Barry Frischman <dbfrischman@gmail.com>; Barry Hertz <barryhertz18@gmail.com>; 'Fay' <bossyfay@aol.com>; Fay info mail <acpinformail@gmail.com>; Isaac Holtz <holtz.isaac@gmail.com>; Livia Cohen <cohen@rothcocpa.com>
Subject: Marie Curto
Date: Wed, Jun 15, 2016 12:19 pm

Is at the pool around 1200pm.

This is men swim hours.

Rabbi Perr came in to ask my to let woman know it's men hours.

I go outside to tell her nicely. "Just a reminder, it's men swim hours."

She said "I'm not leaving, call the cops" I'm not leaving."

I turned and walked away and that was that.

She is still currently in the pool.

Jessí Schach

A Country Place

1400 South Lake Drive

Lakewood, New Jersey 08701

Telephone: (732)364-5924 ext.1

Fax: (732)364-9070

Email: acountryplace11@optimum.net

6-16-16

PAGE 1

STATEMENT AT BOARD MTG JUNE, 16, 2016

MY WIFE AND I WHILE IN OUR MID 50'S LIVED ON POSY DRIVE AND ENJOYED THE POOL EVEN THOUGH IT NEEDED MAJOR REPAIRS. WE USED IT WHENEVER WE LIKED. THERE WERE NO SET HOURS. WE MOVED FROM LAKEWOOD BUT RETURNED IN JUNE OF 2013 - TO RETIRE. THE NEW POOL WOULD BE VERY THERAPUTIC FOR MY WIFE. THE NEW HEATED POOL NOW HAS RESTRICTIVE HOURS. NEW POOL IS OPEN DAILY FROM 8 AM - 9 PM. THAT IS 13 HOURS A DAY. OUT OF 13 POSSIBLE HOURS - WHY ONLY 2 HOURS AVAILABLE FOR "ALL RESIDENT, CO-ED SWIMMING"? WHY RIGHT AFTER LUNCH? WHY FROM 1 PM - 3 PM, THE HOTTEST TIME OF THE DAY? WHY NO EARLY MORNING TIME FOR CO-ED SWIMMING? WHY NO LATE AFTER NOON OR EARLY EVENING TIME FOR CO-ED SWIMMING? WHY ONLY OPEN ON SATURDAY ALL DAY FOR ALL RESIDENTS? WHY NOT SUNDAY ALSO? WHY NOT 1 OR 2 DAYS DURING THE WEEK FOR ALL RESIDENTS? WHY ON FRIDAY IS THERE "MEN'S ONLY SWIM FOR 5 HOURS - 4 PM - 9 PM?"

THIS COMMUNITY POOL IS MAINTAINED BY 376 RESIDENTIAL UNITS THAT PAY THE SAME MONTHLY MAINTAINANCE FEE OF 215.00

I AM WELL AWARE THAT THE HOA



TENDED: STEVE, DIANE, JASON (SON W/ POA FOR DIANE), MELANIE - CAREGIVER
JA160

6-16-16

PAGE 2

CAN IMPLEMENT RULES & REGULATIONS TO PROTECT THE RESIDENTS HEALTH, SECURITY, AND SAFETY. POOL TIME FOR "ALL RESIDENTS IS 27% PER WEEK. IF IT RAINS ON SATURDAY, THE ALL RESIDENTS DAY, THAT PERCENTAGE DROPS DRAMATICALLY. 27% IS LESS THAN $\frac{1}{3}$ OF THE TOTAL TIME PER WEEK THAT THE POOL IS OPEN.

FEDERAL HOUSING ACT OF 1968 AND 1988 PROHIBITS DISCRIMINATION BASED ON: RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, DISABILITY, AND GENDER.

WITH REGARDS TO "MEN'S ONLY SWIM" AND "WOMEN'S ONLY SWIM", THE POOL SCHEDULE DISCRIMINATES AGAINST MY WIFE & I BASED ON GENDER.

I BELIEVE THE COMMUNITY POOL IS BIG ENOUGH FOR ALL OF US TO ENJOY ON A DAILY BASIS FROM 8am-9pm.

I UNDERSTAND THE BOARD OF DIRECTORS PROTOCOL. I JUST DON'T LIKE FOLLOWING IT. IT GOES AGAINST THE FEDERAL HOUSING ACT. PERHAPS THE BOARD SHOULD CONSTRUCT A SECOND POOL TO ACCOMODATE "LADIES SWIM" & "MENS SWIM".

Steve Lusardi

Re: agenda

Page 1 of 2

From: bossyfay <bossyfay@aol.com>
To: bossyfay <bossyfay@aol.com>
Subject: Re: agenda
Date: Tue, Jun 28, 2016 8:29 pm

Curto was at the pool Friday June 24th at 4:30 PM when it was men's hours refused to leave when told that now it is time for men. Mr. Donner called me.

Glazman family members came swimming without resident. Lady went in the pool Man was very confrontational, gave Barry and me a very hard time. Lady went in the pool, we did not let two other little children. Friday June 24th

Lusardi Sunday afternoon June 26th was there when it was time for the ladies to go swimming, had more people than we are allowing. Refused to leave when told to leave.

-----Original Message-----

From: A Country Place <acountryplace11@optimum.net>
To: bossyfay <bossyfay@aol.com>; livia_cohen <livia_cohen@yahoo.com>; barry_hertz <barry_hertz@trackdata.com>; barryherz18 <barryherz18@gmail.com>; bih <bih@trackdata.com>; holtz.isaac <holtz.isaac@gmail.com>; dbfrischman <dbfrischman@gmail.com>; jschmidt <jschmidt@oceanmngmt.com>; ell.oceanmngmt <ell.oceanmngmt@gmail.com>; livia <livia@qbcpas.com>
Sent: Tue, Jun 28, 2016 4:13 pm
Subject: RE: agenda

Certified and mailing will be out tomorrow.

Too late for today's mail.

☺

**CURTO
GLANZMAN
LUSARDI
BLUDMAN- regular mail**

From: bossyfay@aol.com [<mailto:bossyfay@aol.com>]
Sent: Tuesday, June 28, 2016 3:32 PM

A COUNTRY PLACE 40

JA162

COPY

**A COUNTRY PLACE
CONDOMINIUM ASSOCIATION**

1400 South Lake Drive
Lakewood, NJ 08701
732-364-5924 (phone), 732-364-9070 (fax)
acountryplace11@optimum.net

June 28, 2016

Marie Curto

[REDACTED]
Lakewood, NJ 08701

Re: Violation of Pool Policy

A Country Place is subject to By-Laws and regulations established for the well being of the HomeOwners who live here. The owners are over 55 and have come here to relax and enjoy the facilities that are offered.

You and/or your guests have disregarded the specific regulations put in place to make our pool a place where people can enjoy.

This occurred although you/they were told at the time specifically to abide by the rules.

As this is a first offense you are subject to a \$50 first time fine, which will need to be paid immediately. We hope there will be no subsequent violations.

Please have respect for all the members of the community and the rules and regulations put in place to serve all.

Signed,

ACP

Board of Directors

A COUNTRY PLACE
 SOUTH LAKE DRIVE
 LAKEWOOD, NJ 08701

Invoice

DATE	INVOICE #
6/28/2016	51637-13787

BILL TO
Steven Lusardi [REDACTED] Lakewood, N.J. 08701

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Pool Fine - disregarding specific regulations put in place to make our pool a place where people can enjoy	50.00	50.00

Total		\$50.00
Payments/Credits		\$0.00
Balance Due		\$50.00

A COUNTRY PLACE
CONDOMINIUM ASSOCIATION
1400 South Lake Drive
Lakewood, NJ 08701
732-364-5924 (phone), 732-364-9070 (fax)
acountryplace11@optimum.net

June 28, 2016

Lusardi

[REDACTED]
Lakewood, NJ 08701

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Signed,

ACP

Board of Directors



JA165

A COUNTRY PLACE
 SOUTH LAKE DRIVE
 LAKEWOOD, NJ 08701

Invoice

DATE	INVOICE #
6/28/2016	51637-13789

BILL TO
Marie Curto [REDACTED] Lakewood, N.J. 08701

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Pool Fine - disregarding specific regulations put in place to make our pool a place where people can enjoy	50.00	50.00
		Total	\$50.00
		Payments/Credits	\$0.00
		Balance Due	\$50.00

BOARD OF DIRECTORS

A COUNTRY PLACE CONDOMINIUM ASSOC.

REQUESTING ANSWER TO 6 QUESTIONS, BOARD MINUTES, LIST OF 200 RESIDENTS WHO REQUESTED SCHEDULED POOL TIMES

CONSIDERING I RECENTLY RECEIVED BY CERTIFIED MAIL A "FIRST VIOLATION OFFENSE WITH MONETARY FINE", I HAVE CHECKED THE BY-LAWS & REGULATIONS ESTABLISHED FOR THE WELL BEING OF THE HOME-OWNERS WHO LIVE HERE. THE OWNERS ARE OVER 55 AND HAVE COME HERE TO RELAX AND ENJOY THE FACILITIES THAT ARE OFFERED. MY FAMILY, INCLUDING 3 OF MY GRANDDAUGHTERS WERE NOT ABLE TO ENJOY THE POOL FACILITIES ON JUNE 30, 2016. CHECK POOL VIDEO FROM 4:00-4:30 pm.

I FIND NOTHING IN THE 2010 COPY OF BY-LAWS REGARDING VIOLATIONS, FINING PROCESS, AND FINES FOR OFFENSES:

REQUEST #1. I HEARBY REQUEST COPY OF ALL VIOLATIONS, THE FINING PROCESS, & POOL FINING PROCESS WHICH HAVE BEEN APPROVED BY BOARD QUESTION 1. THE HOA MUST PROVIDE MEMBERS WITH A NOTICE WHEN A FINE OR DISCIPLINARY ACTION IS BEING CONSIDERED.

WHEN WAS MY HEARING?

QUESTION 2. ARE WARNING LETTERS EVER ISSUED FOR A FIRST TIME OFFENSE?

QUESTION 3. WAS ANY VIOLATION NOTICE & FINE IMPOSED FOR SUNDAY JUNE 30, 2016 BETWEEN 3:30 pm AND 4:30 pm FOR (1) HARASSMENT OF A MEMBER (2) DEATH THREAT OF A RESIDENT (3) HOMEOWNER ADVISED HIS



LEGS WOULD BE BROKEN BY 4 JEWISH MEN. IF NO VIOLATION WAS GIVEN I WILL PERSONALLY STOP IN OFFICE TO HAVE VIOLATIONS IMPOSED. HOPEFULLY THIS COULD BE TAKEN CARE OF "IN HOUSE". THE LAKEWOOD POLICE DEPT. WOULD BE MY NEXT STEP.

QUESTION #4. WILL THE BOARD FOLLOW THE "FAIR HOUSING ACT OF 1988" WITH REGARD TO DISCRIMINATION BASED ON RACE, SEX, GENDER, RELIGION, OR DISABILITY?

QUESTION #5. IF I HANG AN AMERICAN FLAG ON A REAR PATIO CLOTHESLINE, WILL I RECEIVE A VIOLATION & FINE? IF YES I WOULD LIKE TO SEE "FINING PROCESS FOR DISPLAYING AMERICAN FLAG ON MY PROPERTY

QUESTION #6. IS THE BOARD AWARE THAT MEMBERS USE THE SIDE DOOR, WHICH IS NUMBER COISEA, TO ENTER THE POOL?

#2 REQUEST. WITH SPECIAL ATTENTION TO POOL RULES FOR 2016, AT WHAT MEETING WERE THEY APPROVED BY THE BOARD, FINING PROCESS APPROVED, & PLACED INTO THE MINUTES. I WOULD LIKE A COPY OF THOSE MINUTES.

#3 REQUEST. THE SWIM TIME SCHEDULE WAS APPROVED ON THE REQUEST OF JOO MEMBERS. I WOULD LIKE THAT LIST ALSO.

Steve Insardi

**A COUNTRY PLACE
CONDOMINIUM ASSOCIATION**

1400 South Lake Drive
Lakewood, NJ 08701
732-364-5924 (phone), 732-364-9070 (fax)
acountryplace11@optimum.net

June 28, 2016

Marie Curto

[REDACTED]
Lakewood, NJ 08701

Re: Violation of Pool Policy

A Country Place is subject to By-Laws and regulations established for the well being of the HomeOwners who live here. The owners are over 55 and have come here to relax and enjoy the facilities that are offered.

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This occurred although you/they were told at the time specifically to abide by the rules.

As this is a first offense you are subject to a \$50 first time fine, which will need to be paid immediately. We hope there will be no subsequent violations.

Please have respect for all the members of the community and the rules and regulations put in place to serve all.

Signed,

ACP

Board of Directors

Please describe in detail what was done & where are fines listed. Please reply in writing 7/15/16

*Thank You
Marie Curto*



July 17th change hrs again but not for mixed gender. JA169

From: Marie Curto [<mailto:mcurto222@aol.com>]
Sent: Thursday, July 21, 2016 10:15 AM
To: acountryplace11@optimum.net; mcurto222@aol.com
Subject: Requesting rules for an ADR
Importance: High

I have requested 2 times a meeting with the board and still haven't received a response. This is for the pool hours which keep changing to only accommodate the Jewish community. No regards to the other residents here at ACP.

Also I have requested a list of fines in which you are giving to residents.

I anticipate a prompt response for this 3rd request

Thank you
Marie Curto

[REDACTED]
Lakewood, NJ,

Sent from Mail for Windows 10

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2016.0.7688 / Virus Database: 4627/12653 - Release Date: 07/21/16

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2016.0.7688 / Virus Database: 4627/12659 - Release Date: 07/22/16



JA170

-----Original Message-----

From: A Country Place <acountryplace11@optimum.net>

To: 'Marie Curto' <mcurto222@aol.com>

Sent: Thu, Jul 21, 2016 1:50 pm

Subject: RE: Requesting rules for an ADR

As per the Board,

At this time, we are unable to meet with you.

Hours for pool meet requirements of current residents.

FYI - As for fine, Friday, June 24, 2016 - you refused to leave the pool area during men swim hours @ 430pm. This was your second offense; you refused to leave pool prior to this date during men hours as well.



JA171

From: Marie [<mailto:mcurto222@aol.com>]
Sent: Friday, July 22, 2016 11:24 AM
To: acountryplace11@optimum.net
Subject: Re: Requesting rules for an ADR / Problems

To the Board,

1. Again, the time given to (ALL RESIDENTS) ONLY from 1-3pm Sunday - Friday is not fair we are just requesting 12-3pm on Sundays since these days are where we relax and like to enjoy the pool on the weekends since we work and can not enjoy on our days off.

(1) EXTRA HOUR ON SUNDAY IS NOT ASKING MUCH AT ALL FOR ALL RESIDENTS. It seems you want to give the extra hour to the Women ONLY hours from 4-5pm daily letting them have 4 hours a day from them. The board we have in place is NOT FAIR TO ALL RESIDENTS. As seen at the board meeting the vote that FAY conducted is not fair to only pole 10 people that came into the pool at that time. This was not a majority vote of all the Residents.

2. You should put a ballot out for all to vote and also include the ONLY 1 EXTRA HOUR ON SUNDAYS FOR ALL RESIDENTS SINCE WE can not enjoy it during the working week since there are no hours for mixed groups not letting husband and wives swim and enjoy only for 2 hours on Sundays.

3. You may have checked with your lawyer as Fay as stated but this is being very DISCRIMINATING TOTHE NON JEWISH COMMUNITY.

It would be appreciated if all Board members would reply not just what Fay dictates to Jessie.

4. Fine Of 50.00 ---You may want to check with Fay as when I spoke to her at the pool regarding this Fay told me not to pay it verbally.

5. ADR --This community does not have an ADR committee which is listed in the STATE BY-LAWS. The board has delicates in which things were brought to your attention and on the last meeting we requested when the questions would be answered per our President -Barry in one week. The delicates heard nothing and still nothing. The Board only wanted the Delicates to handle the problems so you would not have angry people speaking at the open meetings and still did not take in consideration of what was brought to your attention.

6. Since the Board is not willing to meet with me as I have requested and keep putting off your not able at this time is just another excuse Board Members tell residents.

7. Pool -- It is my understanding that the pool be close for about a week to put in strips on the steps. Again our Management Company did not look at the safety of the resident prior to the pool opening. Just like the township gave to green light on a Friday to open the pool but since it was a Friday and your Sabbath Eli did not inform the Non Jewish Residents that we could use it.

This is a quote from Jack from Ocean Mgt. hire cheap Mexicans they work hard and throw them a little bonus at end of year. You are also getting people that don't care as long a they get paid. They don't care how things get done.

Now that we are in the Hottest time of the summer you want to shut down the pool and will do this during your Jewish Holiday coming up. AGAIN NO CONCERN FOR THE NON JEWISH COMMUNITY -- WHERE IS THE FAIRNESS IN THIS?

With all of this going on the Board is creating more resentment with this community I'm a big advocate in trying to make this a good community/ neighbors working together.



If you can respond to all (7) concerns I have listed here not just what you pick and chose to,as PROBLEMS at ACP are really getting out of hand instead of getting fixed

Thank you

Marie Curto

-----Original Message-----

From: A Country Place <acountryplace11@optimum.net>

To: 'Marie' <mcurto222@aol.com>

Sent: Wed, Jul 27, 2016 9:30 am

Subject: RE: Requesting rules for an ADR / Problems

Responses to your email are in red. To Ms. Marie Curto

To the Board,

1. Again, the time given to (ALL RESIDENTS) ONLY from 1-3pm Sunday - Friday is not fair we are just requesting 12-3pm on Sundays since these days are where we relax and like to enjoy the pool on the weekends since we work and cannot enjoy on our days off.

2. (1) EXTRA HOUR ON SUNDAY IS NOT ASKING MUCH AT ALL FOR ALL RESIDENTS. It seems you want to give the extra hour to the Women ONLY hours from 4-5pm daily letting them have 4 hours a day from them. The board we have in place is NOT FAIR TO ALL RESIDENTS. As seen at the board meeting the vote that FAY conducted is not fair to only pole 10 people that came into the pool at that time. This was not a majority vote of all the Residents.

It is you that is unfair to the vast majority of our residents. The vast majority of people would not want any mixed gender swim hours at all. That is the community you live in. The vote you referenced was 10 to 1 as to what people wanted is not relevant except to those who normally come during that time which was 3-5. All who came then were asked to vote. They did and the vote was 10 to 1. Not 10 people polled.

2. You should put a ballot out for all to vote and also include the ONLY 1 EXTRA HOUR ON SUNDAYS FOR ALL RESIDENTS SINCE WE cannot enjoy it during the working week since there are no hours for mixed groups not letting husband and wives swim and enjoy only for 2 hours on Sundays.

Asked and answered. The vast majority of people would abolish any mixed swimming, because that is the will of the majority. As an accommodation to the minority, you have almost 30 percent of the hours as well as women can always come during women's hours and men during men's hours. To give you more on Sunday would be to take away from the majority (much more than 70% of the people).

3. You may have checked with your lawyer as Fay as stated but this is being very DISCRIMINATING TO THE NON JEWISH COMMUNITY.

The majority is being served, as well as the minority.

It would be appreciated if all Board members would reply not just what Fay dictates to Jessie.

4. Fine of 50.00 — You may want to check with Fay as when I spoke to her at the pool regarding this Fay told me not to pay it verbally.

That is a misstatement. She told you that you will be fined and you need to pay. Do you not recognize sarcasm?

5. ADR -- This community does not have an ADR committee which is listed in the STATE BY-LAWS. The board has delegates in which things were brought to your attention and on the last meeting we requested when the questions would be answered per our President -Barry in one

week. The delegates heard nothing and still nothing. The Board only wanted the Delegates to handle the problems so you would not have angry people speaking at the open meetings and still did not take in consideration of what was brought to your attention.

#Since as a delegate you were given a chance to craft the pool schedule and gather emails, neither of which were done, your comments are again a fabrication.

6. Since the Board is not willing to meet with me as I have requested and keep putting off your not able at this time is just another excuse Board Members tell residents.

#you have time and again demonstrated your non willingness to listen and discuss.

7. Pool – It is my understanding that the pool be close for about a week to put in strips on the steps. Again our Management Company did not look at the safety of the resident prior to the pool opening. Just like the township gave to green light on a Friday to open the pool but since it was a Friday and your Sabbath Eli did not inform the Non Jewish Residents that we could use it.

#This is again your misunderstanding and misstatement.

This is a quote from Jack from Ocean Mgt. hire cheap Mexicans they work hard and throw them a little bonus at end of year. You are also getting people that don't care as long a they get paid. They don't care how things get done.

Now that we are in the Hottest time of the summer you want to shut down the pool and will do this during your Jewish Holiday coming up. AGAIN NO CONCERN FOR THE NON JEWISH COMMUNITY –WHERE IS THE FAIRNESS IN THIS?

Again you're attempting to spread false info.

With all of this going on the Board is creating more resentment with this community I'm a big advocate in trying to make this a good community/ neighbors working together.

#It does not seem like it. If you really had wanted to improve things you would be working to help, not to spread false rumors and accusations. It is disappointing that as a former Board member you are acting in this manner.

If you can respond to all (7) concerns I have listed here not just what you pick and choose to, as PROBLEMS at ACP are really getting out of hand instead of getting fixed

A COUNTRY PLACE
CONDOMINIUM ASSOCIATION

1400 South Lake Drive
Lakewood, NJ 08701
732-364-5924 (phone), 732-364-9070 (fax)
acountryplace11@optimum.net

July 27 2016

Mr. Luscardi

[REDACTED]
Lakewood, NJ 08701

Dear Mr. Luscardi,

As to your note to the Board which we was received in or around July 21, 2016.

Fines are referenced in the By-Laws and Rules and Regulations.

Your question #1 assumes a violation and fine process and yet you deny the right of the Board to fine you when you act contrary to the rights of HomeOwners. You were warned not to proceed and did so at your own expense.

As answered at the Open Meeting if you had any concern regarding your safety at that time you should have called the police at the time. Your accusation is specious and spurious.

ACP is a private Association and as per counsel we are well within our rights to serve the vast majority of the community (even though we also provide and are considerate for the minority). You are inconsiderate of the majority and wish for minority rule. That is not our community.

As to your question on July 22, 2016, we were advised by our counsel that as stated only Home Owners are permitted to attend Open Meetings. We were courteous and did not remove your son from that meeting (even though he lied and said he was a HomeOwner which is not true) because you were unaware of that law. Please do not have him attend again.

Signed,

ACP

Board of Directors



JA176



continued from page 3

it just takes more time to listen to every message, making sure that they are not different issues and lengthens the time to call you back. Common courtesy prevails.

We've asked Jessi to get back to people by 24 hours and she usually does it the same day. For a point of reference, just note that Jessi's hours are 8 am thru 4 pm not including lunch at 12. If you believe that after giving it 24 hours (but a real 24 hours, not including weekends or holidays when she doesn't work) you've been ignored, then please call back and leave a message for management. Thanks for helping out.

Here are some other items that we all should be aware of. We are a non-profit membership corporation and as such our Open Meetings are open, but just to Homeowners. They are private and restricted to our membership. That means all Homeowners... but no one else. If you have a child residing with you or a caregiver, or guest staying with you, invite him to the pool if you wish, but he/she cannot attend our Open Meetings. They cannot attend the meeting and we cannot proceed with the meeting if they are in attendance. Please respect all Homeowners as you are part of a Condominium Association.

The questions of fines have been raised. Leisure Village shared with us over 70 circumstances when they impose specific fines. We have very few and are proud that we don't impose so many. However, among those that we do need to impose are the fines for late payment of Association fees (\$50) for each month where fees are paid beyond the 7th of the month. (FYI, you can easily have your bank issue recurring payments each month for the \$215 and it costs you no money to do it. Ask your bank. They all do it.)

Another fee which we impose which has been oft discussed is a sliding scale fee where you restrict the rights of other Homeowners. This violates the basic acceptance of the rights of others, where you feel your rights have priority to others. The vast majority of Homeowners have asked for separate swimming hours. They have also asked for separate hours for only adult resident swimming. We have provided that as well as provided All resident mixed swim for those few who want it. We have done that in an equitable and fair manner.

When there is a blatant violation we have imposed a sliding case. \$50 the first offense, \$100 the second offense and \$250 the third offense. People have paid the fees and have agreed to live in according to the will of the vast majority. We ask that you respect people's religious and cultural preferences so that an issue of a fine never comes up. Our pool, for example, cannot support or be pleasurable when grandparents bring more than 3-4 grandchildren, or when during separate hours you decide to intrude and cause people to have to leave because you violate their religious beliefs. During Adult Resident swim time, please don't come with your daughters or granddaughters or friends. Please have respect and courtesy. This is a private association of senior Homeowners, not a public action park.

Elections are coming up in October. If you want to be considered for election to the Board of Directors please submit your resume by August 20, 2016 to the office so that you can be considered as a nominee. Remember that being a Board of Director member means you are volunteering your free time to participate in helping your fellow Homeowners.

Notice to the Residence:

Please be advised that you **MUST** call the office when you have any bulk pick-up item to be placed out.

You also need to give office a **FULL & ACCURATE** description of what you have out so that the Garbage Company can send out the correct equipment.

We have had issues with homeowners adding to a pile that is already out for pick-up and thereby creating a mess and some items aren't being picked up.

We all want A Country Place to be clean. You **CAN** help.

Acceptable Bulk

Furniture

Carpeting; not FULL house worth

Children's toys

Bicycles

Small amounts of construction & debris items; such as: a window, a door, a toilet, a sink, a door...etc.

Bags of Miscellaneous trash... not to exceed 50lbs each

Small Kitchen items (microwave, toaster, vacuum etc.)

Snow blowers (small) /lawn mowers (gas and oil emptied out)

Gas grills (no propane tanks)

Swing sets (broken down)

Unacceptable Bulk

Paint cans container WET paint

Propane tanks

Tires

Any and All Hazardous Substances

*** leaves/grass clippings/weeds/fertilizers

Any Metal type Bathtubs

Pool chemicals

Gasoline Cans

Concrete/Brick

Anything that contains a "sealed cylinder"

Anything that contains Freon

EXCELLENT CARE NURSE'S REGISTRY



FULL TIME * PART TIME SERVICES
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ads-4605

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

MARIE CURTO, DIANA LUSARDI
AND STEVE LUSARDI

: CIVIL ACTION

V

:

A COUNTRY PLACE
CONDOMINIUM
ASSOCIATION, INC.

: Case No.: 3:16-CV-5928

:

AFFIDAVIT OF FAYGE ENGELMAN

I, Fayge Engelman of full age having been duly sworn according to law, upon my oath depose and say:

1. I am a resident at the Country Place Condominium Association, Inc. and have been treasurer of the Board of Trustees for 6 years since June, 2010.
2. I am a unit owner and my address is [REDACTED] Lakewood, NJ 08701.
3. In 2010, as treasurer of the board of trustees, I organized and arranged for a new pool to be built at the site. The new pool was built from January, 2011 through June, 2011 and was opened in June, 2011. At that time, there were approximately 50 Orthodox Jews living at the site.
4. Restrictions as to men and women swim times were put in place at that time by the Board of Trustees to allow the members of the Orthodox Jewish faith to swim in the pool.
5. From June, 2011 through September, 2016, the number of Orthodox Jewish residents has grown in the community from 50 to 250 present at this time.
6. As members of the Orthodox Jewish faith, men and women are always segregated for any event or social time except for family parties. The members are



always separated in schools and at synagogues.

7. Modesty is paramount in the religion. Men and women must always be fully clothed.

8. As a result of these religious beliefs, male/female pool hours were initiated in the pool.

9. During the women swim time, men are not permitted to see the women in their bathing suits. A bathing suit is a state of undress.

10. During the men swim time, the men are permitted in the pool, the women are not and the women are not permitted to see the men in their swim trunks or without shirts on.

11. In addition, ladies do not wear pants, sleeves below the elbow and if married, the head covered either by a hat or wig.

12. At public meetings, the men will sit to one side and women on the other side.

13. Segregation of men and women is paramount in the Orthodox Jewish faith.

14. To permit open swimming at all times would discriminate against these members of the Orthodox Jewish faith in our community because these people would never be able to swim in the pool.

15. As of September, 2016, there are 113 units owned at the site by non-Orthodox Jews. There are 13 units which are either estates or otherwise unoccupied.

16. There are a total of 376 units at the site.

17. By formulating a men/women swim schedule and an open schedule, we accommodate both the members of the Orthodox Jewish faith and the non-Jewish owners at the site.

18. The pool schedule was set up to accommodate all religious and non-religious

persons at the site.

19. As an officer of the Board of Directors, I participate in all board meetings and vote upon all board action.

20. Pursuant to the By-Laws of our association, the Board of Directors has the powers and duties accorded by the Master Deed (See Section 7) and in the By-Laws (See Section 7) attached as Exhibit "E" to the Attorney Certification .

21. As such, the Board of Directors has the power to promulgate Rules and Regulations for it's owners for the common elements.

22. The Board therefore did formulate fair and reasonable pool hours as part of the Rules and Regulations of the community (See Section 16 of the Bylaws).

23. In addition, the Board has the power to authorize fines for violations of the Rules and Regulations pursuant to it's authority granted in the By-Laws.

24. The fines charged to plaintiffs were fair and reasonable and levied for continuous violations of the pool hours.

I have read the above and it is true and correct to the best of knowledge. If any of the foregoing is found to be willfully false, I understand that I am subject to punishment.

Date:

10/11/18


Jayge Engelman

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

MARIE CURTO, DIANA LUSARDI CIVIL ACTION
AND STEVE LUSARDI, Case No: 3:16-CV-5928 BRM LHG

Plaintiffs,

vs.

DEPOSITION OF:

MARIE CURTO

A COUNTRY PLACE CONDOMINIUM
ASSOCIATION, INC.,
Defendant.

T R A N S C R I P T of the
stenographic notes of the proceeding, taken in the
above-entitled matter, by and before JODI A. SOMMER,
a Certified Court Reporter, License No. X101787, and
Notary Public of the State of New Jersey, held at
the offices of POWELL & ROMAN, ESQS., 131 White Oak
Lane, Old Bridge, New Jersey, held on Tuesday,
March 7, 2017, commencing at 10:00 in the morning.

Job No. CS2552378

Page 2	<p>1 APPEARANCES:</p> <p>2</p> <p>3</p> <p>4 POWELL & ROMAN, ESQS. BY: JOSE ROMAN, ESQ. 131 White Oak Lane 5 Old Bridge, New Jersey 08857 Attorneys for Plaintiffs</p> <p>6</p> <p>7 COSTIGAN & COSTIGAN, LLC. BY: ANGELA MAIONE COSTIGAN, ESQ. 8 136 Route 38 Moorestown, New Jersey 08057 9 Attorneys for Defendant</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	Page 4																																																										
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1 Q. Were you ever on any committees in
 2 those entities?
 3 A. No.
 4 Q. How about in Florida?
 5 A. No.
 6 Q. Was the first time you were ever on
 7 the board for A Country Place?
 8 A. Yes.
 9 Q. That's for your entire life?
 10 A. Yes.
 11 Q. Are you married, ma'am?
 12 A. No.
 13 Q. Ever been married?
 14 A. Yes.
 15 Q. To whom?
 16 A. Carroll Hill.
 17 Q. How did that marriage end?
 18 A. Divorce.
 19 Q. When was that divorce?
 20 A. 1974, I think.
 21 Q. How do you spell Carroll?
 22 A. C-A-R-R-O-L-L.
 23 Q. Any children?
 24 A. Two.
 25 Q. Can I have their names and ages,

Page 15

1 please?
 2 A. Carroll and Corey. Carroll is 44 and
 3 Corey is 40.
 4 Q. Where does Carroll live?
 5 A. He's incarcerated.
 6 Q. In what county?
 7 A. Bridgeton.
 8 Q. In Cumberland County?
 9 A. I guess that's the county. I don't
 10 know what county.
 11 Q. How long has he been incarcerated?
 12 A. Three, four years now. I'm not sure.
 13 Q. And Corey?
 14 A. Corey lives in Elizabeth.
 15 Q. He doesn't live with you, correct?
 16 A. No.
 17 Q. Has he ever lived with you?
 18 A. Yes.
 19 Q. How long?
 20 A. In Edison. He lived with me until,
 21 jeez, I'm trying to think, until I moved to Florida.
 22 Q. How about [REDACTED], has he ever
 23 lived with you there?
 24 A. No.
 25 Q. Has anyone ever lived with you on

Page 16

1 [REDACTED] for the five years you were there?
 2 A. My sister lives with me.
 3 Q. What's her name?
 4 A. Linda Curto.
 5 Q. How long has she lived with you?
 6 A. The five years I've been there.
 7 Q. Anyone else live with you --
 8 A. No.
 9 Q. -- on [REDACTED]?
 10 A. No.
 11 Q. So getting back to Corey, he never
 12 lived with you on [REDACTED]?
 13 A. No.
 14 Q. He's always lived in Elizabeth?
 15 A. Elizabeth, Newark, different
 16 addresses.
 17 Q. How old is Corey?
 18 A. Forty.
 19 Q. Does he work?
 20 A. I'm not sure if he's working now. He
 21 works part-time, I believe.
 22 Q. What kind of job does he have?
 23 A. He works unloading trucks.
 24 Q. Who's on the deed for [REDACTED]?
 25 A. Myself.

Page 17

1 Q. Anybody else?
 2 A. No.
 3 Q. I'm sorry I have to ask, but how old
 4 are you?
 5 A. I'm 61.
 6 Q. Your date of birth, please?
 7 A. [REDACTED]55.
 8 Q. I only need the last four digits of
 9 your SS, please?
 10 (Discussion held off the record.)
 11 Q. Ms. Curto, are you presently
 12 employed?
 13 A. Yes.
 14 Q. Where do you work?
 15 A. Freehold Cartage.
 16 Q. What kind of company is that?
 17 A. It's a transportation or hauler and
 18 trash company.
 19 Q. How long have you worked there?
 20 A. Ten years.
 21 Q. What's your job there?
 22 A. Accounts receivable and collections.
 23 Q. What are your hours of work
 24 currently?
 25 A. 8:00 to 4:30.

Page 18	<p>1 Q. Do you work any overtime?</p> <p>2 A. Sometimes.</p> <p>3 Q. How often?</p> <p>4 A. Right now it's a slow time. It</p> <p>5 varies.</p> <p>6 Q. In the summer, do you work overtime?</p> <p>7 A. It depends on what I'm involved in at</p> <p>8 the time whether I leave at 4:30, 4:45, 5:00. So</p> <p>9 it's not an excessive amount.</p> <p>10 Q. Let's talk about May through</p> <p>11 September of 2016, did you work overtime?</p> <p>12 A. I don't remember.</p> <p>13 Q. Prior to Freehold Cartage, where did</p> <p>14 you work?</p> <p>15 A. Let's go back. I worked for St.</p> <p>16 Barnabas in Toms River.</p> <p>17 Q. What kind of job did you hold there?</p> <p>18 A. Patient access. Deal with the</p> <p>19 insurance companies.</p> <p>20 Q. How long did you work there?</p> <p>21 A. Two years, break in between. I was</p> <p>22 laid off and then rehired.</p> <p>23 Q. Can you briefly give me your</p> <p>24 educational background?</p> <p>25 A. Yes. I have a GED. I took a course</p>	Page 20	<p>1 property? Give me a month and year if you can?</p> <p>2 A. It's November 30, 2011.</p> <p>3 Q. You're the only one on the deed,</p> <p>4 right?</p> <p>5 A. Yes.</p> <p>6 Q. Now, did you have an attorney at that</p> <p>7 time?</p> <p>8 A. Yes.</p> <p>9 Q. Did you go through a closing, I</p> <p>10 imagine?</p> <p>11 A. Yes.</p> <p>12 Q. At the closing, did someone give you</p> <p>13 the documents for the association at that time?</p> <p>14 A. No.</p> <p>15 Q. Did you acquire them at some point?</p> <p>16 A. Yes.</p> <p>17 Q. How so?</p> <p>18 A. I was notified to go to the office</p> <p>19 and register, fill out forms.</p> <p>20 Q. By whom?</p> <p>21 A. I was told through my attorney, I</p> <p>22 believe. I'm not exactly sure.</p> <p>23 Q. Tell me how you went about searching</p> <p>24 for your home at A Country Place?</p> <p>25 A. I have a friend that moved in there.</p>
Page 19	<p>1 at Middlesex County College in computer accounts</p> <p>2 payable and payroll.</p> <p>3 Q. When did you get your GED?</p> <p>4 A. I don't remember the year. Sorry.</p> <p>5 Q. Other than the course at Middlesex</p> <p>6 County College, do you have any other post-high</p> <p>7 school education?</p> <p>8 A. No.</p> <p>9 Q. Do you have any other jobs other than</p> <p>10 with Freehold Cartage today?</p> <p>11 A. No.</p> <p>12 Q. Were you working in Freehold Cartage</p> <p>13 last year, 2016?</p> <p>14 A. Yes.</p> <p>15 Q. Is that a full-time job?</p> <p>16 A. Yes.</p> <p>17 Q. Are you making any claim in this</p> <p>18 lawsuit of any lost wage or anything to do with</p> <p>19 wages from Freehold Cartage?</p> <p>20 A. No.</p> <p>21 Q. Are you making any claim in this case</p> <p>22 about your inability to work or anything related to</p> <p>23 work?</p> <p>24 A. No.</p> <p>25 Q. When did you actually purchase your</p>	Page 21	<p>1 Q. Who's your friend?</p> <p>2 A. Sylvia Blackmoor.</p> <p>3 Q. Is she still there?</p> <p>4 A. Yes.</p> <p>5 Q. Sylvia recommended it?</p> <p>6 A. No, I inquired. She moved there and</p> <p>7 I started looking.</p> <p>8 Q. You settled on Cactus, right?</p> <p>9 A. Yes.</p> <p>10 Q. You decided it was a good place to</p> <p>11 be?</p> <p>12 A. Yes.</p> <p>13 Q. Did you inquire as to how many units</p> <p>14 there were there?</p> <p>15 A. I didn't inquire through the</p> <p>16 association, no. I inquired through my friend.</p> <p>17 Q. Did you have a realtor?</p> <p>18 A. No.</p> <p>19 Q. You hired an attorney?</p> <p>20 A. Yes.</p> <p>21 Q. Did he represent you at closing?</p> <p>22 A. Yes.</p> <p>23 Q. Did he review documents for you?</p> <p>24 A. What documents?</p> <p>25 Q. Any documents?</p>

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1 hours for 2011?
 2 A. I guess so.
 3 Q. Did you notice anything in particular
 4 about those pool hours?
 5 A. No.
 6 Q. Did you notice there were men hours
 7 and female hours on that pool schedule for 2011?
 8 A. There were none.
 9 Q. Did you actually read it? Because it
 10 wouldn't have pertained, it was winter, you weren't
 11 going to swim, so did you actually take a look at
 12 it?
 13 A. Yes.
 14 Q. You thought it was normal?
 15 A. Yes.
 16 Q. Did you inquire of anyone about the
 17 pool hours at that time?
 18 A. No.
 19 Q. How much were you paying in monthly
 20 assessments that the time?
 21 A. Association fees?
 22 Q. Yes.
 23 A. \$215.
 24 Q. Has that changed?
 25 A. No.

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1 Q. You're still paying that now?
 2 A. Yes.
 3 Q. So they haven't gone up?
 4 A. No.
 5 Q. And they haven't gone down?
 6 A. No.
 7 Q. Are you current in your assessments?
 8 A. Yes.
 9 Q. So you got your pool packet and you
 10 got your general information packet and it's winter
 11 2011. What was your general understanding of what
 12 the association was?
 13 MR. ROMAN: Objection to the form.
 14 Q. You can answer.
 15 A. Excuse me?
 16 Q. You may answer my question. I asked
 17 you what was your general understanding of what the
 18 association was? I'm talking about after you
 19 registered and you got your packet?
 20 A. I'm still not understanding. An
 21 association is an association. There's board
 22 members and you have rules and regulations to
 23 follow.
 24 Q. Did you understand once you moved in,
 25 you got your package, that you had an association

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1 comprised of members of the board who ran it who
 2 would delineate maintenance for the common elements?
 3 A. I'm not sure.
 4 Q. Did you understand that you had the
 5 common assessments, \$215 a month?
 6 A. Yes.
 7 Q. Did you understand that the board
 8 would set that price for the assessments?
 9 A. Not sure.
 10 Q. What are you not sure about, your
 11 understanding or --
 12 A. I'm not sure that they would assess
 13 it or how. I'm sorry, the board members.
 14 Q. Who do you think would assess that?
 15 A. I did not think of that at the time.
 16 Q. How did you come up with the
 17 understanding that you had to pay \$215 a month?
 18 A. That was the association fee for the
 19 community. I understand what the association fee
 20 is. So that was the association fee for living in A
 21 Country Place for the trash, the swimming or any
 22 extras that they had there at the clubhouse.
 23 Q. Who did you think was administering
 24 those funds?
 25 A. I'm not sure.

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1 Q. At the time did you have an
 2 understanding of what would happen with those funds?
 3 A. Yes.
 4 Q. Tell me what you understood?
 5 A. My understanding it would go towards
 6 the common grounds or whatever is needed for the
 7 community.
 8 Q. What was your understanding of who
 9 was administering those funds? In other words, you
 10 paid into a fund, \$215 a month. What was your
 11 understanding of who was administering, in other
 12 words, who was delineating how those funds were
 13 going to be spent?
 14 A. The board members.
 15 Q. Did you inquire about the board, how
 16 they were spending basically your money?
 17 A. No. They would notify us one way or
 18 another.
 19 Q. How?
 20 A. I think either at a board meeting.
 21 I'm not really sure. I'm going back so many years,
 22 so.
 23 Q. Did they have a caller? They call it
 24 a caller, a monthly newsletter?
 25 A. They had a caller.

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1 Q. Did they disseminate information in
 2 the caller to the body?
 3 A. I'm not recalling.
 4 Q. Did they send you minutes of the
 5 board meetings?
 6 A. I'm not recalling.
 7 Q. How did you get information from the
 8 board as to what they were doing and not doing?
 9 A. I would attend meetings.
 10 Q. Any other way?
 11 A. No.
 12 Q. Did you get the caller?
 13 A. I'm trying to think back that far. I
 14 just --
 15 Q. Let's talk about over the years, have
 16 you gotten a caller?
 17 A. I've been getting a caller, yes.
 18 Q. Over the years, have you gotten board
 19 minutes?
 20 A. Yes.
 21 Q. Have you gotten proxies, voting
 22 documents?
 23 A. No. Only on the board members.
 24 Q. Correct.
 25 A. Yes.

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1 Q. Have you gotten other documents from
 2 the board?
 3 A. Like? I'm not sure.
 4 Q. Any kind of information, they're
 5 repaving the roads, they're doing roofs, they're
 6 hiring a new management company, things like that?
 7 A. When I first moved in or previously?
 8 Q. Yeah, when you first moved in and
 9 then over the years?
 10 A. No.
 11 Q. You got nothing?
 12 A. I don't recall.
 13 Q. Is it possible they sent you
 14 information and you don't recall?
 15 A. It's possible.
 16 Q. Did you ever inquire of the board
 17 members, let's start with 2011, 2012, any board
 18 members, as to how your funds were being spent?
 19 A. No.
 20 Q. Did you make any inquiries about the
 21 pool to any of the board members in 2011, 2012?
 22 A. No.
 23 Q. When did you start making inquiries
 24 of the board members about the pool?
 25 A. Inquiries?

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1 Q. Any kind of questions, any kind of
 2 problems, issues specifically with the pool?
 3 A. I would think a few years back.
 4 Q. A few years meaning what, 2014, '15,
 5 '16?
 6 A. I believe '14, it may have been.
 7 Q. Who did you make inquiry of? Give me
 8 specific names, if you can?
 9 A. The board members aren't on there any
 10 longer.
 11 Q. That's okay.
 12 A. There was Barbara was the president.
 13 There was Simi. There was Fay. I don't remember
 14 the other ones.
 15 Q. Barbara's last name?
 16 A. I don't remember.
 17 Q. Simi is who?
 18 A. She's still -- Simi Pinto.
 19 Q. Fay, I think you mean Fay Engleman?
 20 A. Yes.
 21 Q. Anyone else?
 22 A. Whoever was on the board. It was at
 23 a board meeting.
 24 Q. Is this in 2014, you believe?
 25 A. I think so.

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1 Q. What were you first inquiring about
 2 in 2014 if that's the first time you started
 3 complaining about the pool?
 4 MR. ROMAN: Objection to the form.
 5 You can answer.
 6 THE WITNESS: I can answer?
 7 MR. ROMAN: Yeah. I just objected to
 8 the way she phrased the question, that's all.
 9 A. I believe it was brought up at the
 10 board meeting because of the religious people
 11 telling us we had to get out of the pool for them to
 12 swim.
 13 Q. And you believe that was 2014?
 14 A. I believe so.
 15 Q. In the summer?
 16 A. It could have been '13. I'm not
 17 sure.
 18 Q. Okay.
 19 A. Definitely in the summer.
 20 Q. Right. What month, do you remember?
 21 A. No.
 22 Q. Give me a ballpark? The summer's
 23 short; June, July and August.
 24 A. I don't know. it's in the summer.
 25 Q. So it's either summer 2013 or summer

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1 2014, the Jewish religious people could all swim
 2 together?
 3 A. No.
 4 Q. So how was that?
 5 A. Women hours and men hours. Don't ask
 6 me the segregated times that they put up, because I
 7 don't remember.
 8 Q. All right. So we're clear, you're
 9 talking about Jewish religious hours segregated by
 10 men and women?
 11 A. Yes.
 12 Q. So I think 8:00 to 10:30 a.m. was the
 13 women and 6:00 to 9:00 was the men back then?
 14 A. No, I think the women had morning
 15 hours along with men. It was a cut-off time. I'm
 16 not sure of the hours. And I believe -- I can't
 17 recall the evening hours for the men and women.
 18 They swim separately.
 19 Q. They do?
 20 A. Yes, they do swim separately.
 21 Q. But you're a female, so you could
 22 swim when the women swim, right?
 23 A. Yes.
 24 Q. You just can't swim when the men
 25 swim?

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1 A. Yes.
 2 Q. So it wasn't really a Jewish
 3 religious separation, it was more male and female?
 4 A. Yes.
 5 Q. So there was an issue as to some of
 6 the residents wanting to swim when the opposite sex
 7 was in the pool, right?
 8 A. I'm single. Okay. So it's not just
 9 me for these hours.
 10 Q. I understand that, but unfortunately
 11 you're the one who brought this lawsuit, so I'm
 12 asking you the questions.
 13 A. Okay. Say that one again.
 14 (Requested portion read back by the
 15 Reporter.)
 16 MR. ROMAN: Is this the board meeting
 17 in 2013, 2014?
 18 MS. MAIONE COSTIGAN: No, we're
 19 talking about the hours in the summer of 2013 and
 20 '14 at the board meeting when this issue started to
 21 come up.
 22 A. What comes to mind is the
 23 non-religious people never told the Jewish religious
 24 people they had to get out or leave. The religious
 25 people were in the pool and we were the ones being

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1 told to get out.
 2 Q. So by the religious people, you're
 3 telling me the Jewish religious people who were
 4 divided into men swimming and female swimming,
 5 correct, were telling the non-Jewish religious
 6 people when to get in and out of the pool?
 7 A. Yes.
 8 Q. Fair enough?
 9 A. Yes. Mainly women that came.
 10 Q. So you understood this was a
 11 religious division that men could not swim with the
 12 women and women could not swim with the men?
 13 A. I wasn't fully aware of how their
 14 religion was at that time.
 15 Q. Are you aware of it now?
 16 A. Yes.
 17 Q. When did you become so aware of it?
 18 A. When I was on the board.
 19 Q. In 2013?
 20 A. Yes.
 21 Q. So when you were on the board in 2013
 22 and I take it you were on the board I think August
 23 through November of 2013?
 24 A. Yes.
 25 Q. You became aware of the segregation

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1 of men and women in their Jewish religious faith?
 2 A. I inquired.
 3 Q. You asked of whom?
 4 A. Of a Jewish neighbor.
 5 Q. And they told you what?
 6 A. They were giving me background on
 7 their religion. I wanted to understand it.
 8 Q. Did you?
 9 A. I understand it, yes.
 10 Q. And you understood it when you were
 11 on the board at that time?
 12 A. Yes.
 13 Q. And you understand that they're
 14 strictly segregated, the men and the women?
 15 A. Yes.
 16 Q. You understand that today?
 17 A. Yes.
 18 Q. So you understand that if the pool
 19 were to be open from 8:00 a.m. until 9:00 p.m. every
 20 day, these people couldn't swim?
 21 MR. ROMAN: Objection. You can
 22 answer.
 23 Q. Do you understand that?
 24 A. I'm not sure how to answer that.
 25 Q. You can answer any which way you

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1 like.
 2 A. So if the pool is open from 8:00 a.m.
 3 to 9:00 --
 4 Q. P.m.
 5 A. P.m.
 6 Q. Every day.
 7 A. Every day.
 8 Q. These people can't swim?
 9 A. They were given hours to swim.
 10 Q. I'm telling you now understanding
 11 that these people are segregated by men and women,
 12 if the pool were open eight a.m. to nine p.m. every
 13 day without the segregated hours, these people could
 14 not swim.
 15 A. At the time they were segregated
 16 hours.
 17 Q. How about now?
 18 A. Oh, yes, they are segregated hours.
 19 Q. Well, they're not swimming right now.
 20 The pool is closed. But I'm asking you again
 21 understanding what you understood back then and now
 22 about their religious beliefs, do you understand
 23 that if the pool were to be open today from the
 24 hours of 8:00 a.m. to 9:00 p.m. and be
 25 non-segregated, these people couldn't swim together?

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1 A. Yes, I understand that.
 2 Q. You also understand having the
 3 segregated hours allows you as a woman to swim
 4 during all the hours that the pool is open to women?
 5 A. Yes.
 6 Q. So what are your complaints today
 7 about the pool hours given those understandings?
 8 A. I work.
 9 Q. You want to swim at night?
 10 A. I work --
 11 Q. I understand that.
 12 A. -- during the day.
 13 Q. Right. So do you want to swim at
 14 night? I'm asking you what are your complaints?
 15 A. I've tried swimming at night. How's
 16 that?
 17 Q. I'm asking you now what are your
 18 complaints?
 19 A. I don't have time at night in the
 20 evenings and on Sundays.
 21 Q. So you want to swim nights and
 22 Sundays?
 23 A. Yes.
 24 Q. How often do you want to swim on
 25 Sundays?

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1 A. It varies. I don't know.
 2 Q. Well, give me a ballpark. You
 3 understand the religious issues and you understand
 4 that you can swim when it's female swimming only.
 5 So I'm asking you very specific questions. Given
 6 the allegations in your Complaint, when do you want
 7 to swim on Sundays? Do you want to swim all day?
 8 I'll give you options. Do you want to swim eight to
 9 nine, do you want to swim three to four or do you
 10 want to give me a ballpark, but you have to tell me
 11 when do you want to swim?
 12 A. I moved into this community to
 13 retire. I did not move into a religious Jewish
 14 community. And I don't believe that I need to be or
 15 other non-Jewish residents need to be told or go by
 16 the religious people's beliefs.
 17 Q. I take it you're not Jewish orthodox?
 18 A. No, I'm not.
 19 Q. Are you Jewish?
 20 A. No, I'm not.
 21 Q. Are you any kind of religion?
 22 A. I am Catholic.
 23 Q. So am I. But I'm asking you again
 24 when do you want to swim on Sundays? You told me
 25 you want to swim in the evenings and on Sundays.

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1 MR. ROMAN: Objection. She just
 2 answered that.
 3 MS. MAIONE COSTIGAN: She did not
 4 answer that question. She gave me something that I
 5 understand perfectly well and I understand the
 6 position.
 7 Q. But I'm asking you again when do you
 8 want to swim on Sundays?
 9 A. It should be more than the hours that
 10 we're given.
 11 Q. Right now, like I covered before, the
 12 pool's closed so nobody's swimming.
 13 A. That's not answering the question
 14 either.
 15 Q. I am giving you a question. Right
 16 now the pool's closed, nobody is swimming. But when
 17 the pool was open in 2016, there were two hours on
 18 Sunday which allowed for free swimming, I'll call it
 19 free swimming, and that wasn't satisfactory to you,
 20 which is the substance of your Complaint. So how
 21 many hours do you want to swim on Sunday, more than
 22 two?
 23 A. The whole day.
 24 Q. Fine. And evenings?
 25 A. Couple hours.

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1 A. What I've been told.
 2 Q. By whom?
 3 A. By the board members.
 4 Q. Have you ever tried to sell your
 5 home?
 6 A. No.
 7 Q. Other than the pool issue, are you
 8 happy there?
 9 A. Yes.
 10 Q. Do you have any other issues with the
 11 board other than the pool, pool hours?
 12 A. Not that I can think of right now.
 13 Q. I learned that there's some drainage
 14 issue at your house that you're having problems
 15 with?
 16 A. Been having.
 17 Q. Is that an issue that you're upset
 18 with the board about currently?
 19 A. No, it's been an issue for the last
 20 four years or over.
 21 Q. Have you brought it to the board's
 22 attention?
 23 A. Yes.
 24 Q. Are they taking steps to remedy it in
 25 any way?

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1 A. They said they had.
 2 Q. Did they --
 3 A. No.
 4 Q. -- as far as you know?
 5 A. No.
 6 Q. Are you upset with the board on that?
 7 A. No. It has nothing to do with this.
 8 Q. I asked you a general question. What
 9 other issues are there that you're upset about with
 10 the board. If there are none, tell me none.
 11 A. I follow what instructed to do. If
 12 there's a problem, it's to report it. And that's
 13 what I do. I report it.
 14 Q. Did you report the issue with the
 15 drainage at your home?
 16 A. Yes.
 17 Q. To whom?
 18 A. To the office.
 19 Q. To whom specifically at the office?
 20 A. Prior to Jessi there was Colleen at
 21 the office, to the previous board members, to these
 22 board members.
 23 Q. Okay. So you followed the procedure,
 24 you reported it to the office and then the office I
 25 take it reports it to the board and the board takes

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1 action or no action, fair enough?
 2 A. Yes.
 3 Q. Has the board addressed your issue
 4 with reference to drainage?
 5 A. No.
 6 Q. Have you taken it up with them again?
 7 A. Over the last four years I've
 8 stopped. Recently I did again, because now it's in
 9 front of my home.
 10 Q. Recently is when?
 11 A. Few weeks ago. Maybe a month.
 12 Q. Why now?
 13 A. It's a different drainage problem.
 14 When we had heavy rain and I have someone that pulls
 15 in my driveway and gets out and steps in a puddle of
 16 water and it's starting to come into my garage,
 17 that's when I reported it again. This is a
 18 different drainage problem.
 19 Q. Is someone addressing that issue with
 20 you?
 21 A. They said they were, they would.
 22 Q. Who's they?
 23 A. The office.
 24 Q. Has anyone from the property manager
 25 come in?

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1 A. No.
 2 Q. Have you been contacted by anyone?
 3 A. I was contacted by Jessi in the
 4 office that they would to something about the dry
 5 drain.
 6 Q. Anything else about this drainage
 7 issue that you recently had? No? You're shaking
 8 your head no.
 9 A. I don't think so.
 10 Q. So are they, they, I mean the board
 11 and the association, addressing this drainage issue
 12 according to course currently?
 13 A. They said they would.
 14 Q. Do you believe them?
 15 A. I'll wait to see.
 16 Q. Prior to this, you had other drainage
 17 issues?
 18 A. Yes, ma'am.
 19 Q. Did they address them in some way;
 20 they, I mean the board and the association?
 21 A. No.
 22 Q. Did you bring it up with the board
 23 again?
 24 A. I wrote letters. I literally have a
 25 lake in my backyard when we have heavy rains. The

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1 A. No.
 2 Q. Do you know all the members of the
 3 board now?
 4 A. Yes.
 5 Q. Who are they?
 6 A. We have two Barrys. Barry Holtz,
 7 Barry Fishman and Fay Engleman. I forget the
 8 secretary's name. I think there's three Barrys.
 9 Q. Barry, Barry, Barry and Fay?
 10 A. Yes.
 11 Q. And a secretary?
 12 A. And a secretary. Olivia. I think
 13 her name is Olivia.
 14 Q. Have you had any discussions with
 15 these people in 2016, the three Barrys, Fay and
 16 Olivia about the pool hours individually?
 17 A. Not at the board meetings. I
 18 requested to speak with them also when I called the
 19 office. I requested via e-mail to speak with them.
 20 Q. But my question was specific. Did
 21 you have any discussions with these five people
 22 about the pool hours?
 23 A. I think I might have with Fay at one
 24 time said we need to talk about it. And she said
 25 the pool -- I can't remember if that was brought up

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1 when I spoke to her.
 2 Q. What year was this?
 3 A. That was last summer.
 4 Q. 2016?
 5 A. Uh-huh.
 6 Q. So you tried to speak to Fay?
 7 A. She won't speak to me.
 8 Q. Anybody else? You have discussions
 9 with anybody else on the board in 2016?
 10 A. They're not available.
 11 Q. Either you did or you didn't?
 12 A. No.
 13 Q. Did you speak to the office at all,
 14 Jessi?
 15 A. Oh, yeah.
 16 Q. About the pool hours?
 17 A. Yes.
 18 Q. How many times?
 19 A. I don't know, couple maybe.
 20 Q. How about the Ocean Management
 21 people, Ely & Company?
 22 A. No, I didn't speak to them about the
 23 pool hours. They have nothing to do with the pool
 24 hours.
 25 Q. So who has something to do with the

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1 pool hours?
 2 A. The board members.
 3 Q. Board members. They regulate the
 4 pool hours?
 5 A. They regulate everything.
 6 Q. Regulate everything as in what?
 7 A. What gets done and whatever.
 8 Q. Whatever means what?
 9 A. What gets done, what gets fixed, what
 10 the hours are, what the rules are, what fines they
 11 decide to put in place.
 12 Q. Your understanding comes from where,
 13 documents or online or what?
 14 A. That's what they told me. That's
 15 what the board decided.
 16 Q. When?
 17 A. At a board meeting.
 18 Q. You just told me that the board
 19 "regulates everything", I'm just saying what you
 20 just said, what gets done, what gets fixed and the
 21 pool hours. Where did that understanding come from?
 22 A. From being on the board.
 23 Q. On the board. Okay. Now, you said
 24 when you got on the board, you went on the internet
 25 and you decided to look up what the association does

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1 and does not do?
 2 A. Yes.
 3 Q. Now, do you understand that the
 4 association is comprised of the board?
 5 A. Yes.
 6 MR. ROMAN: Objection.
 7 A. Do you understand that the five board
 8 members for this particular A Country Place
 9 association is comprised of the board?
 10 MR. ROMAN: Objection. You can
 11 answer.
 12 A. Yes.
 13 Q. Do you understand that the board of
 14 trustees comprised of these five members are the
 15 ones who function on behalf of the association?
 16 A. Yes.
 17 Q. Do you know of any other entity that
 18 functions on behalf of the association other than
 19 the board of trustees?
 20 A. I'm not sure if that includes the
 21 management company.
 22 Q. The management company, are they
 23 hired by the board?
 24 A. Yes.
 25 Q. So is there any other entity that you

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1 know of in your understanding that functions on
 2 behalf of the association?
 3 A. No.
 4 Q. So what did you look up on the
 5 internet about the association's responsibilities?
 6 A. Oh, it's at home. I don't have all
 7 of it embedded in my head. After I left, I just --
 8 Q. Well, did you go to a particular
 9 site? Tell me what you found?
 10 A. I went under, I believe, -- I don't
 11 remember the site I went under. It had to do with
 12 the state regulations for associations. Something
 13 to that effect. I'm not sure.
 14 Q. Do you recall looking up anything
 15 else?
 16 A. No.
 17 Q. Did you consult with anyone including
 18 any attorney, and I don't want to know anything that
 19 you talked about with Mr. Roman, but at that time
 20 did you consult with anyone about what you would be
 21 doing as a board member?
 22 A. No.
 23 Q. So you learned from the state
 24 regulations what the association could and could not
 25 do?

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1 A. Somewhat.
 2 Q. Did you learn from looking at the
 3 state regulations about what structures the
 4 association could regulate and not regulate?
 5 A. I'm not sure.
 6 Q. So where did you get the information
 7 that they could regulate --
 8 A. I don't remember. It's been years.
 9 So I'm trying to recall everything that I looked at.
 10 Q. You wanted to do your job as a board
 11 member, so you wanted to have an idea of what your
 12 duties and responsibilities would have been,
 13 correct?
 14 A. Right.
 15 Q. So you went online and you did a
 16 search and I'm trying to find out what you learned?
 17 A. I learned that any things that the
 18 board votes or have in question should be put out to
 19 the community, to the association, to the members.
 20 And that was not being done. What they decided or
 21 what they talked about and discussed would stay
 22 within the board members and no one is to know about
 23 it. They did not alert the community to anything
 24 until after the fact and which they should have
 25 taken some type of vote within the community on what

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1 they were doing or planning on doing.
 2 Q. You learned all that on the internet?
 3 A. I've learned certain things.
 4 Q. Did you find that out before you
 5 became a board member or are you talking about stuff
 6 you learned now?
 7 A. No, when I became a board member, I
 8 believe it was back in August.
 9 Q. So what are you talking about, this
 10 particular board, that they didn't take votes within
 11 the community, that they didn't notify the unit
 12 owners until after the fact, are you talking
 13 specifically about A Country Place board or are you
 14 talking in generalities?
 15 A. I'm talking about A Country Place
 16 where I live.
 17 Q. But my question was specific as to
 18 what you learned online back in 2013 when you were
 19 --
 20 A. It was about all communities.
 21 Q. All communities in general?
 22 A. Yeah.
 23 Q. In New Jersey?
 24 A. Yes.
 25 Q. So you did a general search and you

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1 came up with generalities about what communities
 2 should do and shouldn't do?
 3 A. It was on a state website.
 4 Q. That's fine. That's what you did?
 5 A. Yeah. I can't remember exactly
 6 where.
 7 Q. Did you at that time look at your
 8 bylaws, your master deed, your rules and regs to
 9 determine what A Country Place was supposed to do?
 10 A. If they would have provided me with
 11 many requests of the bylaws or the master deed as I
 12 requested, I would have had them.
 13 Q. You didn't get them when you moved in
 14 in 2011?
 15 A. No, ma'am. And I kept telling them
 16 that.
 17 Q. Did you inquire of your attorney?
 18 A. Did I what?
 19 Q. Did you inquire of your attorney who
 20 represented you to get you a copy of the documents?
 21 A. I didn't know at the time that my
 22 attorney could.
 23 Q. But you told me, ma'am, earlier in
 24 the deposition that you knew you were moving into an
 25 association?

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1 A. I didn't know that was to be
 2 provided, the master deed or the bylaws into the
 3 association.
 4 Q. But you knew when you registered, you
 5 got rules and regulations, correct?
 6 A. That's all I was told I get.
 7 Q. Did you ask for any other documents?
 8 A. They did not provide me it when I did
 9 ask.
 10 Q. Which is when?
 11 A. I don't remember.
 12 Q. Give me a ballpark? When did you ask
 13 for documents?
 14 A. I believe when I was going to replace
 15 one of the board members when I went on the board.
 16 Q. 2013?
 17 A. Uh-huh.
 18 Q. Did you get the documents then?
 19 A. Nope.
 20 Q. Did you ask the board where are the
 21 documents you're relying upon?
 22 A. I was told by Fay you don't need them
 23 because you don't understand what they're saying
 24 anyway. We don't.
 25 Q. Did you make an effort to get them on

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1 your own from your friend Sylvia?
 2 A. She didn't have the master deed
 3 either.
 4 Q. Did you get them from Jessi?
 5 A. No.
 6 Q. Did you go online?
 7 A. They're not allowed to give them out
 8 at the office.
 9 Q. Did you go to your Ocean Management
 10 people and get them?
 11 A. They don't have them.
 12 Q. Did you make a formal request in
 13 writing?
 14 A. I don't remember.
 15 Q. Do you have them as of today?
 16 A. No.
 17 Q. You don't have them?
 18 A. No.
 19 Q. So in your Complaint when you're
 20 referring to the bylaws, the rules and regs and the
 21 master deed, then --
 22 A. I might have the bylaws.
 23 Q. When did you get them?
 24 A. I don't remember.
 25 Q. Give me an idea? You just told me

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1 you don't have them.
 2 A. Someone got them for me.
 3 Q. Who?
 4 A. I think I made a copy of them.
 5 Q. When?
 6 A. I don't remember.
 7 Q. But you have them as of today?
 8 A. I do have the bylaws.
 9 Q. Do you have the master deed?
 10 A. No.
 11 Q. Do you know it exists?
 12 A. At this point, no. It should.
 13 Q. So what's your understanding of what
 14 the documents are for A Country Place that would
 15 regulate what it can and can't do?
 16 A. I tried to get the master deed. I
 17 went down to Toms River. And every piece of paper
 18 was in a separate book and the amendment. And at
 19 the time I was on disability and the books were
 20 very, very heavy and I could not go from pulling a
 21 book out to making the copies and doing that.
 22 Q. When were you on disability?
 23 A. I was on disability from May through
 24 August.
 25 Q. What year?

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1 A. '16.
 2 Q. This year? This past year?
 3 A. Yes.
 4 Q. So you weren't working at the time?
 5 A. No, I was on disability.
 6 Q. So you were not working?
 7 A. No.
 8 Q. So you could have used the pool May
 9 to August of 2016 during the female hours, correct?
 10 A. I did.
 11 Q. You did?
 12 A. I used it from one to three.
 13 Q. Every day?
 14 A. Just about.
 15 Q. When did you go back to work?
 16 A. I believe August 26. I'm not sure of
 17 the date.
 18 Q. You used it every day from May to
 19 August 2016, the pool I'm referring to, from one to
 20 three. Did you use it the other times when there
 21 were female hours?
 22 A. Yes.
 23 Q. That's whenever you wanted from May
 24 to August?
 25 A. Few times.

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1 Q. So you weren't prevented from
 2 entering the pool when it was your time to go in,
 3 correct?
 4 A. No.
 5 Q. I take it you were prevented from
 6 going in when it wasn't female time or open time to
 7 go in?
 8 A. Yes.
 9 Q. How often?
 10 A. Every day.
 11 Q. I'm talking specifics. When did they
 12 throw you out of the pool, if they did?
 13 A. They didn't throw me out. You just
 14 didn't go because they said it's not your hours.
 15 Q. Did you ever go and someone told you
 16 look, it's not your hours, you can't come in?
 17 A. Yes, I did.
 18 Q. When?
 19 A. I went, it was about 12:00, I'm not
 20 sure of the day, in June. It was 12:00 and I was
 21 told that I need to leave by Jessi because it was
 22 the men hours. I said call the police.
 23 Q. Did they?
 24 A. No.
 25 Q. Did you come back?

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1 A. No, I stayed there.
 2 Q. Did you swim?
 3 A. Yeah.
 4 Q. Were there people in the pool?
 5 A. No.
 6 Q. Just you?
 7 A. Just me.
 8 Q. How long did you swim for?
 9 A. I was there until about 2:30, 3:00.
 10 Q. And then you left?
 11 A. Then I left.
 12 Q. So none of the men came to swim with
 13 you?
 14 A. One man.
 15 Q. And was he religious, non-religious?
 16 A. He peeked his head or called, I
 17 believe, from the men's room saying it's men hours.
 18 And I'm just trying to find out where this person
 19 was and did not see him and there was nobody there.
 20 And then that's when Jessi came out. There was no
 21 one at the pool at the time and I stayed there.
 22 Q. Right. But during the time you swam
 23 from 12:00 to 2:30 or 3:00, were there any men in
 24 the pool with you?
 25 A. No.

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1 Q. So you were swimming there all by
 2 yourself?
 3 A. Yes, I was. Oh, wait. Maybe somebody
 4 came at one. Maybe other people did come at one.
 5 Q. Men or women, both?
 6 A. Probably could have been both. I
 7 don't remember.
 8 Q. But my question is specific. Do you
 9 remember any other men swimming with you when you
 10 were at the pool when you weren't supposed to be
 11 apparently?
 12 A. No.
 13 Q. What were you on disability for?
 14 A. I had a hip replacement.
 15 Q. Have you been working steady ever
 16 since you went back to work?
 17 A. Yes.
 18 Q. I asked the question earlier, but I
 19 don't think you answered it, and if you did, I'm
 20 sorry. What was your understanding of what
 21 documents govern the association what they can and
 22 can't do for A Country Place?
 23 A. I'm not sure. My mind is full of all
 24 these questions. I'm not even thinking straight.
 25 Q. If you want to take a break, feel

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1 free. Are you ready for a break?
 2 A. Yeah, I'm ready.
 3 (Recess was taken.)
 4 Q. Ms. Curto, did you review any
 5 documents prior to giving testimony today?
 6 A. Yeah, my documents.
 7 Q. Which are what?
 8 A. E-mails, letters from the board,
 9 their responses, I think some of the paperwork that
 10 my attorney has filed mainly on different dates.
 11 Sometimes I have a hard time remembering dates.
 12 Q. Anything else?
 13 A. Not that I can think of.
 14 Q. These e-mails are the ones that you
 15 gave to your attorney?
 16 A. Yes.
 17 Q. These letters and the responses are
 18 also the ones you gave to your attorney?
 19 A. Yes.
 20 Q. Do you have anything that you didn't
 21 give to your attorney?
 22 A. No.
 23 Q. And the paperwork from him, I would
 24 take it those are the filings in court?
 25 A. Yes.

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1 with your understanding?
 2 A. I'm not sure.
 3 Q. Okay. When you were on the board in
 4 2013, are these the bylaws you referred to?
 5 A. If this is the same exact thing that
 6 I have, yes.
 7 Q. Do you have any reason to believe
 8 this isn't?
 9 A. Yes, because I was told that they
 10 were gonna change some things.
 11 Q. Told by whom and change what?
 12 A. I was on the board when they said
 13 that they were gonna update, add it to the bylaws.
 14 And I'm not sure if I have any revisions.
 15 Q. Well, as you see, again, if you look
 16 at the first page, it says as amended May 14, 2010.
 17 So these are the bylaws as of May 14, 2010.
 18 A. Okay. Like I said, I can't compare,
 19 so I'm sorry.
 20 Q. Okay. Did you get any revisions as a
 21 unit owner for May --
 22 A. I don't recall. I put them all
 23 together and --
 24 Q. And did what with them? Did you give
 25 them to your attorney?

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1 A. I'm not sure if I did.
 2 Q. All right. Then I'll ask that you do
 3 that, give them to your attorney, and if they are
 4 any different, he'll give them to me.
 5 MR. ROMAN: I'll just stipulate that
 6 these are the bylaws. We did that and established
 7 that.
 8 MS. MAIONE COSTIGAN: We've
 9 established that, but not through this witness.
 10 MR. ROMAN: For the record, we have.
 11 A. Okay. I'm not going to answer on
 12 something I'm not exactly sure of.
 13 Q. Okay. Then I'll just ask you to
 14 answer questions on these bylaws.
 15 A. Okay.
 16 Q. Take a look at Page 2, number three.
 17 See that, quorum?
 18 A. Okay.
 19 Q. It says 125 members of any meeting or
 20 special meeting constitutes a quorum. Do you have
 21 an understanding of what that is?
 22 A. Yes, got to be 125 people.
 23 Q. At a meeting?
 24 A. We never had one. We never had a
 25 quorum of 125 people.

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1 Q. At any of your meetings when you were
 2 a board member?
 3 A. No.
 4 Q. Was that ever brought up in any way?
 5 A. No.
 6 Q. You did understand that a quorum was
 7 125 people?
 8 A. Yes.
 9 Q. So instead of the entire body being
 10 there, they only needed 125 people --
 11 A. Yes.
 12 Q. -- for a vote?
 13 A. Yes. No votes were ever taken.
 14 Q. Right. I was going to ask that next.
 15 Were any votes taken?
 16 A. No.
 17 Q. So if a vote had been taken, you
 18 would have had to have 125 people, unit owners,
 19 eligible unit owners, at the site, correct?
 20 A. Correct.
 21 Q. So was that explained to you or was
 22 that something you just picked up on your own, this
 23 quorum?
 24 A. I understood that.
 25 Q. So at some point you did read over

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1 all the bylaws and you gleaned an understanding of
 2 what they were, correct?
 3 A. Yes.
 4 Q. When did you glean that
 5 understanding?
 6 A. I don't know, some time after I moved
 7 in.
 8 Q. Some time after 2011?
 9 A. Yeah.
 10 Q. And before you were a board member?
 11 A. Oh, yes.
 12 Q. Let's look at 6.12, which is Page 6.
 13 You see that, a quorum of directors meeting?
 14 A. Uh-huh.
 15 Q. It says shall consist of a majority
 16 of the entire board of directors.
 17 A. Yes.
 18 Q. What does that mean to you, if
 19 anything?
 20 A. It means if there's anything voted
 21 on, the majority of the board.
 22 Q. Which would be three out of five,
 23 right?
 24 A. Right.
 25 Q. So you understood that for directors

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1 meetings, which is different than a general
 2 meeting --
 3 A. Yes.
 4 Q. -- that three out of the five could
 5 vote?
 6 A. Yes.
 7 Q. What was your understanding on what
 8 they were voting on?
 9 A. Whatever they were voting on.
 10 Q. Whatever issue was up for the board's
 11 direction, correct?
 12 A. Yes.
 13 Q. And that the board had discretion to
 14 vote on items on their agenda, correct?
 15 A. Yes.
 16 Q. And that they were having their own
 17 meetings as opposed to a general meeting, correct?
 18 A. Yes.
 19 Q. And that on a yearly basis, they were
 20 only required to have one general meeting, correct?
 21 A. I guess.
 22 Q. At the general meeting, that's when
 23 the voting took place, correct?
 24 A. Which voting?
 25 Q. Voting of the board of directors; who

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1 got on, who got off?
 2 A. Yes.
 3 Q. Now, if we look at Page 7, number
 4 seven, the powers and duties of the board of
 5 directors. Do you have an understanding of what the
 6 powers and duties of the board is or are?
 7 A. From my understanding, the powers of
 8 the board of directors is they make the decisions.
 9 Q. Right. Do you understand that's
 10 specifically stated in number seven here; that they
 11 do have the power and the duty as a board?
 12 A. As a board.
 13 Q. Correct?
 14 A. For the association.
 15 Q. On behalf of the association,
 16 correct?
 17 A. Yes.
 18 Q. It talks about the horizontal
 19 property act, which is a law, correct?
 20 A. Yes.
 21 Q. It talks about the master deed, which
 22 was filed with the clerk, which you just testified
 23 to, correct?
 24 A. Yes.
 25 Q. It talks about the articles of

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1 incorporation. Do you know what those are?
 2 A. Yes.
 3 Q. What are they?
 4 A. Is that when they go by the laws of
 5 the association?
 6 Q. Not exactly, but if that's your
 7 understanding. Is that what your understanding is
 8 of the articles of incorporation?
 9 A. Yes.
 10 Q. And the condominium act, do you know
 11 what that is? Is that a law?
 12 A. I'm not sure.
 13 Q. And the bylaws, and these bylaws, you
 14 know what those are, right?
 15 A. Yes.
 16 Q. So in other words, the board of
 17 directors has the power and the duties as stated in
 18 all of these laws and all of these documents,
 19 correct?
 20 A. Yes.
 21 Q. So it doesn't just get their power
 22 and duty from one document, correct?
 23 A. I'm not sure. I don't know.
 24 Q. If it's stated all of these acts and
 25 all of these laws, is it your understanding that you

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1 have to look at each one of these to determine what
 2 their powers and their duties are?
 3 A. I assume so.
 4 Q. Okay. If you look at the last
 5 sentence, the last phrase of paragraph seven, it
 6 says subject only to approval by members where such
 7 approval --
 8 A. What page?
 9 Q. Same one. Page 7, section seven.
 10 A. Okay.
 11 Q. Subject only to approval by members
 12 where such approval is specially required. Do you
 13 see that?
 14 MR. ROMAN: Specifically.
 15 MS. MAIONE COSTIGAN: It says
 16 specially.
 17 MR. ROMAN: Oh, specially. Sorry.
 18 Q. Do you see that?
 19 A. Yes.
 20 Q. So, in other words, is your
 21 understanding that the board has the power and the
 22 duty granted to them under all of these laws and all
 23 of these documents subject only to approval by the
 24 members, that would be you the unit owners, right?
 25 A. Yes.

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1 Q. You told me that you didn't move into
2 a community -- in answer to my question, you told me
3 you didn't move into a community where the pool
4 would be segregated, you wanted to retire to the
5 community and you didn't want the pool to be
6 segregated for the Jewish orthodox faith, correct?
7 A. I moved into a community for a pool.
8 When I go to retire, I didn't even think about it
9 being segregated or a Jewish community, period.
10 Q. But ma'am, you can swim, you do have
11 a pool, correct?
12 A. No. Two hours a day. I can't swim
13 in the evenings. I have two hours or three hours on
14 a Sunday. I can't bring my son or my grandson or a
15 family member that comes to visit.
16 Q. So is that your concern; you want to
17 bring family members and you want to bring your son?
18 A. I want to live someplace where it's
19 comfortable.
20 Q. And you're uncomfortable with the
21 pool hours?
22 A. Yes, ma'am.
23 Q. Okay. But are you comfortable with
24 all of the hours you can swim as a female in the
25 pool?

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1 A. No, I'm not.
2 Q. So you don't want to swim during the
3 women hours either?
4 A. It's like a can of sardines.
5 Q. Meaning what, too crowded?
6 A. Overly crowded.
7 Q. So your concern is it's overly
8 crowded during women's swim, too?
9 A. Yes, ma'am.
10 Q. So is it just overcrowding or what is
11 your issue?
12 A. It's both.
13 Q. Overcrowding --
14 A. They're segregating it. It shouldn't
15 be this way.
16 Q. And it's overcrowded?
17 A. You can't move in the pool. I've
18 tried swimming at night.
19 Q. You tried swimming at night?
20 A. Yes, ma'am.
21 Q. What's the problem with the night
22 swimming?
23 A. You can't.
24 Q. Tell me what the problem is? I'm
25 trying to understand what your concern is about the

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1 night swimming?
2 MR. ROMAN: Objection.
3 Q. You said you can't. That's not a --
4 MR. ROMAN: She's already answered
5 you several times the same things over and over.
6 MS. MAIONE COSTIGAN: Absolutely not.
7 She's not answering the question.
8 MR. ROMAN: You didn't hear her say
9 that the pool's segregated and it's crowded?
10 MS. MAIONE COSTIGAN: She told me she
11 swam at night.
12 MR. ROMAN: What else do you want her
13 to say?
14 Q. What is the problem with the night
15 swimming is my question?
16 A. It's like a can of sardines.
17 Q. It's too crowded?
18 A. It's overly crowded.
19 Q. So your concern is it's overly
20 crowded both during the day and at night and it's
21 segregated?
22 A. I didn't say during the day and at
23 night. I only can go during certain hours. In the
24 evening I can only go at certain hours.
25 Q. When can you go in the evening?

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1 A. After I get out of work.
2 Q. For how long?
3 A. As long as I want.
4 Q. So what's the problem with that if
5 you can go after work as long as you want?
6 A. Oh, as long as I want. I can't go.
7 That's the problem.
8 Q. But that wasn't the problem in 2016,
9 so what are we talking about? What was the problem
10 before?
11 MR. ROMAN: Objection.
12 Q. Was it a problem in 2015?
13 A. Every year they take away more and
14 more hours from the non-Jewish residents.
15 Q. Did you ask them why?
16 A. I said before I called the office to
17 have meetings. I called to speak to them. It's
18 even in the e-mail. At this time they cannot meet
19 with me. There is always an excuse. They do not
20 answer. They did not want to meet. I wanted to
21 discuss it. I brought it up at two board meetings.
22 Nothing. They would not do anything.
23 Q. What's your understanding of why it's
24 more and more segregated as the years go on?
25 A. This is discriminating against the

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1 people that live there. It's not only me. There
 2 are people that are afraid to step forward.
 3 Q. Is that your understanding?
 4 A. That's what I know as a fact.
 5 Q. But my question was specific. What
 6 is your understanding as to why the pool is becoming
 7 more and more segregated as the years go on? Do you
 8 think the board is deliberately trying to
 9 discriminate against you?
 10 A. Well, they wouldn't be segregating
 11 then, would they?
 12 Q. Is that your understanding?
 13 A. We don't have to follow their
 14 religion.
 15 Q. But neither do they have to follow
 16 yours.
 17 A. That's correct.
 18 Q. So it's a religious issue?
 19 A. They moved in there knowing that this
 20 was not a religious community. It's not a religious
 21 community.
 22 Q. But you moved in there knowing it
 23 wasn't a religious community either?
 24 A. Yes, I did.
 25 Q. Unfortunately what's happened is you

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1 moved into an area that's becoming more and more
 2 Jewish orthodox?
 3 A. That's right, but they don't have to
 4 force their religion on us.
 5 Q. So you agree it's a religious issue?
 6 A. I believe it is and there's
 7 discrimination between whether you're a man or a
 8 woman whether you can swim.
 9 Q. Based on their religious beliefs?
 10 A. I assume so.
 11 Q. Okay. Now, get back to the rules of
 12 conduct.
 13 A. Didn't we go over this already?
 14 Q. We didn't finish.
 15 A. Oh.
 16 Q. Looking at paragraph 16 again, Page
 17 18. Getting to the specific phrase where it talks
 18 about with the approval of a majority of votes cast
 19 by members. Do you see that?
 20 A. Yes.
 21 Q. Now, your papers indicate that you
 22 believe that this should have been put up to vote,
 23 the pool hours, correct?
 24 A. I don't think the pool hours should
 25 be put up to a vote at all. They should have left

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1 the pool hours the way they were. When they fit it
 2 to their convenience, they keep changing them. From
 3 June to July there's proof right there.
 4 Q. So you don't think it should be put
 5 up to a vote, but you just think the pool should be
 6 open all the time for everyone?
 7 A. Yeah, segregating.
 8 Q. All the time for everyone, right?
 9 A. Sure.
 10 Q. So if we did that, if the pool were
 11 open from 8:00 a.m. to 9:00 p.m. every day, you
 12 would be swimming, correct?
 13 A. Not from 8:00 to 9:00.
 14 Q. I'm just giving you an example. You
 15 would be swimming, correct? You could swim?
 16 A. Yes.
 17 Q. But the Jewish orthodox members could
 18 not, correct?
 19 A. We tried to negotiate.
 20 Q. My question is specific. But they
 21 could not, correct?
 22 MR. ROMAN: Objection to the form.
 23 You can answer.
 24 A. That's on their religion.
 25 Q. But would that be fair?

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1 A. That's on their religion.
 2 Q. Would that be fair to them?
 3 A. It's on their religion.
 4 Q. If you're claiming --
 5 A. This is on their religion.
 6 Q. I'm sorry, ma'am, but I have to ask
 7 these questions.
 8 A. I'm answering you as you ask them.
 9 And I'm going to give you the same answer. It's due
 10 to their religion.
 11 Q. I think you are trying to answer --
 12 A. I'm Catholic. And if a pope told me
 13 I could not swim, doesn't mean that I can't.
 14 Q. I think you are trying to answer my
 15 questions, but my questions are very specific to the
 16 allegations that you have in your Complaint. So
 17 again my question is if these people could not swim
 18 between the hours of 8:00 a.m. and 9:00 p.m., would
 19 that be fair to them?
 20 A. Honestly, no.
 21 Q. So are we talking about a balance
 22 here?
 23 A. What do you mean balance?
 24 Q. We're trying to balance their rights
 25 and your rights, right?

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1 or did I bring it up about an ADR?
 2 Q. No, I brought it up.
 3 A. Okay. I want to make that clear.
 4 Q. This is referenced in your documents
 5 that you're looking for ADR. Do you want a
 6 committee assigned? What do you want the board to
 7 do?
 8 A. I'm going by what I was informed from
 9 Governor Christie's office; to try and get
 10 resolution, request an ADR. In my e-mail, once
 11 again, it's in there requesting an ADR meeting.
 12 Q. Okay. So as of today, are you
 13 requesting an ADR meeting?
 14 A. No, I'm past that.
 15 Q. But at that time before you brought
 16 suit, you were requesting an ADR meeting?
 17 A. I was trying to resolve this with the
 18 board. I was trying to get them to have some type
 19 of meeting so we can come to some type of
 20 resolution.
 21 Q. Would some kind of resolution back
 22 then before the lawsuit was filed have put this to
 23 rest?
 24 A. I don't know that.
 25 Q. Other than yourself and the Lusardis,

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1 do you know of any other persons who have complaints
 2 about the pool hours?
 3 A. Oh, yes.
 4 Q. Who?
 5 A. I'm not giving any names.
 6 Q. I'm sorry, you have to answer the
 7 question.
 8 A. Well, then I don't know their names.
 9 Q. So you know them, but you're not
 10 willing to give me the names?
 11 A. These people are afraid to say
 12 anything and I'm not gonna jeopardize anything.
 13 Q. But these people didn't sue.
 14 A. That's because they're afraid to say
 15 anything, so I'm doing it.
 16 Q. I understand that. But I asked you
 17 the question. Who else is complaining to the board
 18 because we have nothing on other complaints?
 19 A. Oh, I know that.
 20 Q. So who else is complaining?
 21 A. Other residents that are not Jewish.
 22 Q. Who are whom? Your friend Sylvia, is
 23 she complaining?
 24 A. No, she didn't say anything.
 25 Q. Is she Jewish?

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1 A. No.
 2 Q. Who else is complaining?
 3 A. Other residents in there that you
 4 hear talk.
 5 Q. Give me their names?
 6 A. I don't know some of their names.
 7 Q. Do you know other names?
 8 A. I do.
 9 Q. Go ahead, tell me.
 10 A. I'm not giving the names.
 11 Q. Okay. So you know these people, but
 12 you're not willing to share that information with
 13 me?
 14 A. That's correct. This is on me, not
 15 on them.
 16 Q. So you're refusing to answer that
 17 question?
 18 A. Yes.
 19 Q. Okay.
 20 MS. MAIONE COSTIGAN: Mark the
 21 transcript.
 22 (Requested portion marked.)
 23 Q. Look at paragraph 17, Page 18.
 24 Amendments.
 25 A. What's chapter one, section 20, title

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1 15? I have no clue.
 2 Q. I'm talking about paragraph 17, not
 3 18.
 4 A. Oh, I'm sorry.
 5 Q. Amendments to the bylaws.
 6 A. Yes.
 7 Q. So you see the board has the power to
 8 amend the bylaws with the affirmative vote of a
 9 majority of the --
 10 A. Yes.
 11 Q. And number 19. Assessment of fines.
 12 A. Yes.
 13 Q. Do you see the board has the
 14 authority to assess fines?
 15 A. Yes.
 16 Q. Do you understand that?
 17 A. Well, I would assume if there's any
 18 fines, that they would be posted or the residents
 19 would be notified not after the fact, but prior to
 20 it.
 21 Q. When you were a board member, did you
 22 see any fines posted anywhere?
 23 A. Never.
 24 Q. Did you fine anyone as a board member
 25 when you were on the board?

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1 A. I didn't.
 2 Q. Did the board?
 3 A. I don't know.
 4 Q. You talked about some of the issues
 5 earlier that part of your problem with the board was
 6 that they were fining people.
 7 A. I never saw it. I never saw it in
 8 writing.
 9 Q. My question is when you were on the
 10 board in 2013, did the board fine people?
 11 A. I don't know.
 12 Q. Did you see any documents where fine
 13 letters went out?
 14 A. No.
 15 Q. Did you have any discussions with the
 16 other board members about fining members?
 17 A. There was talk about it. I don't
 18 know if it was done.
 19 Q. What was the talk, to fine people or
 20 not to fine people?
 21 A. That they were going to start fining
 22 people.
 23 Q. For what reason?
 24 A. I think it was regarding their
 25 property, their maintenance around their three feet

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1 of property.
 2 Q. Did you understand that the board
 3 does have the power to do that?
 4 A. I understand that. With no
 5 notification?
 6 Q. Number 19 doesn't say anything about
 7 getting approval from any of the majority of the
 8 members, does it?
 9 A. No.
 10 Q. Looking at Curto-2, which is the
 11 second document. It says insert to new 2010 changes
 12 to your bylaws. Do you see that?
 13 A. Yes.
 14 Q. So is this an insert that you
 15 received when you moved in?
 16 A. I believe so.
 17 Q. So this is something that was added,
 18 changed in the bylaws, correct?
 19 A. I can't recall.
 20 Q. Well, if we look at section 12.10, I
 21 think it's the third page, this is the lawsuit
 22 provision that we talked about earlier, correct?
 23 A. Yes.
 24 Q. So this would have been inserted in
 25 2010, right?

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1 A. Yes, I guess.
 2 Q. Okay.
 3 (Complaint received and marked
 4 Curto-3 for identification.)
 5 Q. Is this one of the documents you
 6 referred to that your attorney gave you?
 7 A. I believe so.
 8 Q. Let's look at paragraph 19.
 9 A. Okay.
 10 Q. It says beginning in 2015, the board
 11 of directors for A Country Place began segregating
 12 pool hours by gender. That's incorrect, isn't it?
 13 A. I don't think so.
 14 Q. You told me earlier that they began
 15 segregating much earlier than that and they were
 16 continuing to segregate through 2016. Is that true?
 17 A. Maybe the year might be wrong. I'm
 18 not sure. I have to go back and look.
 19 Q. Well, I have them all here for you to
 20 look for, but I'm just -- you'll agree with me it
 21 was earlier than 2015?
 22 A. Yes.
 23 Q. Let's look at paragraph 55. It talks
 24 about notices for the fines?
 25 A. Yes.

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1 Q. Sliding scale of 50, 100 and 250.
 2 A. Yes.
 3 Q. Where did you get what information
 4 from?
 5 A. It's in the information that was
 6 posted in the caller.
 7 Q. So it was posted in the caller?
 8 A. After the fact.
 9 Q. But it was posted in the caller?
 10 A. After the fact.
 11 Q. I'm asking you the question.
 12 A. Two months later.
 13 Q. Two months later than what?
 14 A. Than what we were fined.
 15 Q. But this sliding scale, is that what
 16 it was; 50, 100 and 250?
 17 MR. ROMAN: Objection. She answered.
 18 MS. MAIONE COSTIGAN: She answered
 19 that it was posted in the caller two months later.
 20 A. Never notified of any fines. Never
 21 notified of any fines by the board.
 22 Q. Were you given it in a verbal
 23 warning?
 24 A. No.
 25 Q. Did anyone tell you you're going to

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1 A. No, not that I remember.
 2 Q. Did you inquire?
 3 A. It was discussed and I'm not sure if
 4 anything ever went out.
 5 Q. If you had asked, would it have been
 6 available to you?
 7 A. I'm not sure.
 8 Q. Did you pay the \$50?
 9 A. No.
 10 Q. Look at paragraph 71. It says due to
 11 Plaintiff Marie Curto's work schedule, she has very
 12 little opportunity to use the pool Monday through
 13 Friday, right?
 14 A. Correct.
 15 Q. And you see your verification, which
 16 is the last page dated -- you signed it 8/29/16?
 17 A. Yes, ma'am.
 18 Q. You had just gone back to work,
 19 right?
 20 A. Yes.
 21 Q. Three days before?
 22 A. Yes.
 23 Q. So you weren't working for the whole
 24 summer except for three days?
 25 A. I was basing this on me going --

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1 there was also hours in September and October. They
 2 don't close at the end of August.
 3 Q. I'll represent to you the pool closed
 4 around September 21.
 5 A. Right.
 6 Q. And you weren't there all of
 7 September, is that right?
 8 A. I'm not sure.
 9 Q. Well, they have a sign-in sheet and
 10 you weren't signed in, so it means you weren't
 11 there.
 12 A. I don't sign in.
 13 Q. Why not?
 14 A. I don't sign in because they only
 15 take the signatures of certain hours.
 16 Q. What does that mean?
 17 A. Because when they hired Jessi to sign
 18 in, and I brought this up, she was hired to work out
 19 in the hallway to take signatures from one to three.
 20 I had asked are you here after three and the answer
 21 was no.
 22 Q. Did you use the pool in September of
 23 2016 at all?
 24 A. I don't remember.
 25 Q. Okay. So getting back to 71, due to

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1 Plaintiff Marie Curto's work schedule, that's
 2 incorrect, because you weren't working in the summer
 3 of 2016, correct?
 4 MR. ROMAN: Objection.
 5 Q. Were you?
 6 A. I was limited on when I could go.
 7 Q. But the paragraph refers to your work
 8 schedule, but ma'am, you weren't working.
 9 MR. ROMAN: Objection. She just said
 10 she was.
 11 MS. MAIONE COSTIGAN: She began work
 12 August 26.
 13 Q. Correct?
 14 A. I believe so.
 15 Q. Okay. So what work schedule are you
 16 referring to in paragraph 71?
 17 A. When I went back to work. After I
 18 went back to work, I can't use it when I want to.
 19 Q. So you're referring from August 26 to
 20 August 29?
 21 A. A month, yeah.
 22 Q. Because you signed the document
 23 August 29.
 24 A. Right.
 25 Q. So you're referring to a three-day

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1 period, correct?
 2 MR. ROMAN: Objection.
 3 A. It's not a three-day.
 4 Q. You signed the document August 29?
 5 A. Right.
 6 Q. So when the document was filed, the
 7 work schedule was August 26 to August 29, correct?
 8 A. Yes.
 9 Q. You're referring to three days you
 10 couldn't use the pool?
 11 MR. ROMAN: Objection. You can
 12 answer.
 13 A. What three days?
 14 Q. August 26 to August 29, which would
 15 have been the days you were working when you signed
 16 the document.
 17 A. I was working well after that.
 18 Q. I understand that, but the document
 19 was signed 8/29. You're referring to three days?
 20 MR. ROMAN: Objection. It's a true
 21 statement. She already answered the question.
 22 MS. MAIONE COSTIGAN: She didn't
 23 answer the three days. I'm talking about --
 24 unfortunately, Jose, the document speaks for itself.
 25 MR. ROMAN: I'm just going to say it

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1 says due to Plaintiff Marie Curto's work schedule,
 2 she has very little opportunity to use the pool
 3 Monday through Friday. It doesn't say that when she
 4 was on disability, that she was unable to use the
 5 pool because she was working.
 6 MS. MAIONE COSTIGAN: Thank you, but
 7 a speaking objection has no place in federal court.
 8 Q. Go ahead. I'm asking you the
 9 question.
 10 MR. ROMAN: No, you're not allowed to
 11 ask her harassing questions that misrepresent what's
 12 written right in front of her. And I'm not going to
 13 allow it. It's twisting what's written there. You
 14 can't change the meaning of that sentence.
 15 MS. MAIONE COSTIGAN: The twisting
 16 was in the filing of the Complaint --
 17 MR. ROMAN: You can't change the
 18 meaning of that sentence by making your own narrow
 19 interpretation of that sentence.
 20 MS. MAIONE COSTIGAN: Let me ask her
 21 another question.
 22 Q. Ma'am, you told me that you went back
 23 to work August 26, 2016 because you were out on
 24 disability, right?
 25 A. It could have been the 23rd.

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1 Q. Okay the 23rd or the 26th. Right?
 2 A. Okay.
 3 Q. All right. And this document you
 4 signed on August 29, you'll agree with me? Is this
 5 your signature?
 6 A. Yes, it is.
 7 Q. You signed it August 29?
 8 A. Yes.
 9 Q. So as of August 29, 2016, the
 10 statement was that due to Plaintiff Marie Curto's
 11 work schedule, she has very little opportunity --
 12 A. But if you read into it a little bit
 13 more, the way you're putting into it, if this
 14 pursues to go onto the next year, that's where it
 15 will come into play.
 16 Q. We're not there yet, ma'am. I'm
 17 asking you a question as of August 2016?
 18 A. Well, that's where it comes into
 19 play.
 20 Q. So back to where I started. Since
 21 you were out on disability, you weren't working,
 22 right?
 23 MR. ROMAN: Objection. When she
 24 answered it, she was at work.
 25 MS. MAIONE COSTIGAN: Answered what?

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1 MR. ROMAN: When she signed that, she
 2 was at work.
 3 A. I was working.
 4 Q. I agree. You were at work, right?
 5 MR. ROMAN: So please move on,
 6 because you're asking her --
 7 MS. MAIONE COSTIGAN: No, I'm not
 8 going to move on until she answers my question.
 9 MR. ROMAN: She did answer the
 10 question.
 11 Q. What work schedule are you referring
 12 to that you couldn't use the pool in the summer?
 13 A. When I went back to work.
 14 Q. You went back to work August 26?
 15 A. Approximately. It could have been
 16 earlier. I'm not sure now.
 17 Q. Somewhere between August 23 and
 18 August 26 you went back to work?
 19 A. Right.
 20 Q. So you're referring to the fact that
 21 because you had to go back to work, you couldn't
 22 swim in the pool when you wanted to, right?
 23 A. This also coincides from the year
 24 before, okay, where I couldn't use it.
 25 Q. Where does it say that?

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1 A. It doesn't. So if you want to get
 2 technical, so it's the year before, when I get off
 3 of work, I can't go to the pool. If I want to go in
 4 the evenings, I can't go to the pool. I don't have
 5 enough time. Whether I'm caught up in traffic,
 6 whether I need to stop at a store, whether I have a
 7 doctor's appointment or anything, you can't use the
 8 pool.
 9 Q. How often did your son swim with you
 10 after work in 2016?
 11 A. He didn't after work.
 12 Q. At all?
 13 A. Because he worked nights at that
 14 time.
 15 Q. What's 72 refer to?
 16 A. 72. Oh, after work. It shouldn't be
 17 after work, it should be the weekend. Sorry. My
 18 fault.
 19 Q. That's incorrect, right?
 20 A. My fault.
 21 Q. Is it wrong or is it right, 72?
 22 A. That after work is my fault.
 23 Q. I don't understand what you just
 24 said.
 25 A. Maybe it isn't. Hold on. It isn't.

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1 It's because after his work, if he came down, we
 2 couldn't go to the pool because of the hours.
 3 Q. You couldn't go to the pool together,
 4 but could he swim as a male?
 5 A. No.
 6 Q. Why not?
 7 A. Because you had to have your resident
 8 with you.
 9 Q. So you're talking about what, your
 10 work or his work?
 11 MR. ROMAN: Objection. She just
 12 answered.
 13 Q. I'm not sure what your answer was.
 14 MR. ROMAN: She just said when he
 15 comes home from work, they can't use the pool.
 16 Q. He doesn't live there, does he?
 17 A. No. I was out on disability. When
 18 he would come down, I couldn't go to the pool with
 19 him. How can I go if it's men hours?
 20 Q. So you're talking about your son's
 21 work?
 22 A. In that specific one, yes.
 23 Q. I see. So how many times did he come
 24 down in the summer of 2016 and you couldn't swim?
 25 A. I don't know.

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1 Q. So not only do you want to
 2 accommodate you as a homeowner, but now you want the
 3 board to accommodate your son's work schedule?
 4 A. They accommodate the religious people
 5 and their grandchildren.
 6 Q. But I'm asking you a specific
 7 question. Do you want the board to accommodate your
 8 son's work schedule?
 9 A. No, I'm not asking them to
 10 accommodate his work schedule. You asked me about
 11 this specific thing after work. Then you twisted up
 12 on the other one on my days of work. So when I
 13 answer you, now you're switching it back, my days of
 14 work. This is as it pertains to his days of work.
 15 If he came down to visit and if I wanted to go to
 16 the pool or he wanted to go with me, we couldn't do
 17 it.
 18 (Letter dated June 28, 2016 received
 19 and marked Curto-4 for identification.)
 20 (Letter received and marked Curto-5
 21 for identification.)
 22 (Board response letter received and
 23 marked Curto-6 for identification.)
 24 (Letter received and marked Curto-7
 25 for identification.)

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1 (July 27 letter received and marked
 2 Curto-8 for identification.)
 3 (Affidavit received and marked
 4 Curto-9 for identification.)
 5 Q. Mr. Curto, I have some documents for
 6 you to look at. I've marked them as number four
 7 through number nine.
 8 A. Okay.
 9 Q. Let's look at the first one marked as
 10 Curto-4, letter dated June 28, 2016. This is the
 11 letter where you got fined, right?
 12 A. Yes.
 13 Q. On the bottom you wrote back on
 14 7/15/16?
 15 A. Yes.
 16 Q. Please describe in detail what was
 17 done and where are fines listed, please reply in
 18 writing, right?
 19 A. Yes.
 20 Q. You wanted to know what happened?
 21 But didn't you already know what happened; you went
 22 to the pool?
 23 A. I wanted them to tell me -- if
 24 they're gonna fine you, they should list in your
 25 fine exactly what you're being fined for.

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1 Q. It says you disregarded the specific
 2 regulations put in place to make our pool a place
 3 where people can enjoy. What else did you want?
 4 A. Again, I wanted specific in writing
 5 exactly what they were fining me for.
 6 Q. So you wanted more specifics with
 7 reference to the pool, that's what you wanted?
 8 A. And what they were fining me for.
 9 Not just in general; exactly what they were fining
 10 me for.
 11 Q. What's this on the bottom, July 17,
 12 change this again?
 13 A. Change the pool hours again.
 14 Q. Is that your writing?
 15 A. Yes.
 16 Q. So what's that about?
 17 A. That's my note for myself.
 18 Q. So this didn't go to the board, this
 19 little note at the bottom?
 20 A. No, I added that for my personal use.
 21 Q. Okay. So what went back to the
 22 board, your note at the bottom of this?
 23 A. This note only with this went back to
 24 the board. After the pool hours got switched again
 25 for women only, it changed on July 17 where they

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1 changed the hours again.
 2 Q. All right. So let me see if I have
 3 it. So this June 28, 2016 letter and your response,
 4 you're complaining not specifically about the \$50
 5 fine, but you're complaining that it wasn't
 6 detailed?
 7 A. What it says; please describe in
 8 detail what was done and where the fines are listed.
 9 Q. So what did you want the board to do,
 10 to tell you exactly why you were being fined and
 11 where the fines were published?
 12 A. Yes, how they came up with fines. No
 13 one is aware of any type of fines.
 14 Q. Did you inquire if you were the only
 15 one who got fined?
 16 A. No.
 17 Q. Did you inquire if anybody else had
 18 paid?
 19 A. No.
 20 Q. So you were just concerned about
 21 yourself?
 22 A. On this, it was addressed to me, so I
 23 was responding to myself.
 24 Q. Did the board respond?
 25 A. Let's see, when was this done? This

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1 was done on June 28. That was 21. How is this on
 2 the 21st.
 3 Q. I'm just asking you did the board
 4 respond? Did you send it July 15?
 5 A. Hold on. Yeah, July 21.
 6 Q. They did respond?
 7 A. Yes.
 8 Q. What did they say?
 9 A. As for the fine, hold on one second,
 10 I refused to leave the pool prior to the date during
 11 the men hours.
 12 Q. Oh, I see that. It's July 21 that I
 13 marked Curto-6, right?
 14 A. Yes.
 15 Q. So that's where the board responded?
 16 A. Yes.
 17 Q. So the board did respond to your
 18 request. They told you June 24, 2016 you violated
 19 the pool regulations, right, and it was your second
 20 offense and you refused to leave the pool?
 21 A. Yes.
 22 Q. So it wasn't that the board didn't
 23 respond, it's that you just didn't agree with their
 24 assessment, correct?
 25 MR. ROMAN: Object. You can answer.

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1 A. I wanted it in writing exactly what
 2 they were fining me for. End. Period.
 3 Q. You got it in writing?
 4 A. Yes, from June 28 to July 21 is when
 5 I got it in writing.
 6 Q. But ma'am, you didn't request it
 7 until July 15?
 8 A. I don't think so.
 9 Q. Well, you just told me that was your
 10 handwriting, July 15?
 11 A. July 17 I put a note at the bottom.
 12 Oh, yeah, 7/15. I didn't get this on July 28,
 13 though.
 14 Q. That's six days. It took them six
 15 days to respond?
 16 A. No. Whatever. Right now I'm
 17 confused with the dates.
 18 Q. Did it take them six days to respond
 19 to your request?
 20 A. I guess, it says the 15th there. But
 21 I didn't get it on the -- I did not get this on the
 22 28th. According to this, yes.
 23 Q. Okay. So you got a response and it
 24 was six days after your request, correct?
 25 A. Part of my request, but go ahead.

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1 Q. Isn't it true that you were a
 2 delegate for the pool?
 3 A. Not for the pool.
 4 Q. No?
 5 A. I was a delegate.
 6 Q. You were a delegate?
 7 A. Yes, ma'am.
 8 Q. And you were a delegate in 2013,
 9 right?
 10 A. No.
 11 Q. Well, I have a list here and I'll
 12 show it to you.
 13 A. 2013? No, '16.
 14 Q. Well, you can tell me.
 15 (Delegate list received and marked
 16 Curto-10 for identification.)
 17 A. That was 2016. No, this is not 2013.
 18 Q. You see yourself, number four, Marie
 19 Curto, 732 is the area code?
 20 A. Where'd they get this from? This is
 21 for delegates. This has nothing saying pool
 22 committee. I never signed up to be a pool committee
 23 person. So I don't know where this came from. This
 24 is the list of people for delegates in 2016. So
 25 whoever gave you this is misleading.

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1 Q. So Country Place 2013 pool guard
 2 volunteer, that's not you, right? You didn't
 3 volunteer in 2013 to be a pool guard?
 4 A. No.
 5 Q. And you weren't on the committee?
 6 A. Not on a pool committee, no.
 7 Q. Even though it says pool committee?
 8 A. I'm telling you no. They started
 9 filling out my phone number. Do you see another
 10 phone number in there?
 11 Q. But I see your name is number four?
 12 A. I understand that, but I did not.
 13 Q. You are telling me that never
 14 happened?
 15 A. No, ma'am.
 16 Q. Were you ever on the pool delegate
 17 committee?
 18 A. No.
 19 Q. How about in 2016?
 20 A. No pool delegate committee. I was a
 21 delegate in the committee, but I was not a pool
 22 delegate.
 23 Q. Okay. So you were --
 24 A. In '16.
 25 Q. -- you were a delegate in 2016?

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1 A. Yes.
 2 Q. What was your function as a delegate
 3 in 2016?
 4 A. Nothing.
 5 Q. What did you have to do?
 6 A. What they told us was if there's any
 7 problems in any areas, that we should bring it to
 8 the board. We were basically their in-between
 9 person between the residents in the community and
 10 the board members.
 11 Q. Well, they testified yesterday that
 12 as a delegate, one of the functions was to work out
 13 a pool schedule. Did you work out a pool schedule?
 14 A. I was never informed of working out
 15 of a pool schedule. I was informed to go to a
 16 meeting. I was told the meeting was at 10:30. I
 17 got there, it started at 10:00. They already
 18 started it. And the only thing that was discussed
 19 in that meeting was the wording on something. They
 20 were going to change some bylaws and it was the
 21 wording. And the only input that I had on that was
 22 you need to make sure when you spell it out, you
 23 spell it out where everybody understands it.
 24 Because when you write something and put it in
 25 writing, as I've seen before, a lot of people

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1 misunderstand what you're talking about. So that
 2 was my concern. The meeting lasted maybe half hour,
 3 45 minutes. I was never aware of any pool hours.
 4 They had another meeting. I asked one of the other
 5 delegates. Fried. Janice. Janice Zigfried
 6 (phonetic) would not be a pool committee. I know
 7 that for a fact.
 8 Q. Was Janice one of the ones
 9 complaining about the pool schedule?
 10 A. She would never. No. She doesn't
 11 complain about anything. She would never be on the
 12 pool committee.
 13 MR. ROMAN: Fay didn't testify this
 14 was a pool delegate list yesterday.
 15 MS. MAIONE COSTIGAN: She testified
 16 it was a pool committee.
 17 MR. ROMAN: Right. She said it was
 18 basically lifeguards.
 19 MS. MAIONE COSTIGAN: Right. I don't
 20 remember, but she said pool committee.
 21 A. No.
 22 Q. So your testimony is you were never
 23 on a pool committee?
 24 A. No, ma'am.
 25 Q. You were never asked to come up with

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1 any pool hours?
 2 A. No, I never was.
 3 Q. Now, what was the function of the
 4 delegate if you weren't asked to come up with pool
 5 hours?
 6 A. Like I just said, if there was any in
 7 between, any of the residents had any concerns or
 8 complaints, they would go to their designated
 9 delegate for that area and they would bring it to
 10 their attention. That person would get with the
 11 other delegates to see if we could come up with any
 12 solution and bring it to the board.
 13 Q. Any solution for what issues; any
 14 issues?
 15 A. Any issues.
 16 Q. So if the pool hours were an issue in
 17 2016, was it up to the delegates to bring that up to
 18 the board?
 19 A. It didn't coincide with anything with
 20 the pool. Oh, my gosh. The pool hours, was that in
 21 2016?
 22 Q. Yeah, it was 2016.
 23 MR. ROMAN: Objection.
 24 A. No, I'm thinking out loud. Sorry.
 25 MR. ROMAN: It's been testified that

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1 it was disbanded before the opening of the pool.
 2 A. I was never informed of anything.
 3 There was one delegate meeting that I missed
 4 because, I believe, of my surgery. I called one of
 5 the delegates, her name is Fried (phonetic), she
 6 lives on Cactus Drive, and I asked her what
 7 conspired and she said really nothing.
 8 Q. So --
 9 A. That's it on any delegate meeting.
 10 Q. When is the last delegate meeting you
 11 attended?
 12 A. That only one.
 13 Q. In 2016, what month?
 14 A. What month was that. I think it was
 15 Easter. How's that one.
 16 Q. Did you attend any after Easter?
 17 A. No.
 18 Q. Did you ever ask any of the other
 19 delegates if they had any issues with the pool?
 20 A. No, they were all Jewish. I was the
 21 only one that wasn't.
 22 Q. So Sally Katz, was she orthodox
 23 Jewish?
 24 MR. ROMAN: Are you referring to that
 25 document?

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1 MS. MAIONE COSTIGAN: Ten.
 2 MR. ROMAN: The delegate list?
 3 MS. MAIONE COSTIGAN: Curto-10.
 4 MR. ROMAN: She never testified that
 5 was a delegate list.
 6 MS. MAIONE COSTIGAN: But she's
 7 referring to people on this list --
 8 MR. ROMAN: Because you presented it
 9 as the delegate list, but that's not what was
 10 testified to.
 11 A. This is not a delegate list.
 12 Q. What is it?
 13 A. I don't know where you got this list
 14 from, but that is -- it says A Country Place 2013
 15 pool guard volunteers. Okay. I don't know where
 16 this came from.
 17 Q. Were you ever a pool guard volunteer?
 18 A. No.
 19 Q. At all?
 20 A. No.
 21 Q. So your testimony is that all these
 22 people --
 23 A. How are you going from a delegate to
 24 a pool guard volunteer?
 25 Q. Were you a pool guard volunteer in

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1 2015?
 2 A. For the fifth time, no.
 3 Q. This list came out of nowhere?
 4 A. I don't know where they got this
 5 from.
 6 Q. But you were a board member in 2013,
 7 so do you know where this list came from?
 8 A. No, I don't know who even wrote this.
 9 Q. You didn't write it?
 10 A. No, I didn't.
 11 Q. Do you know any of the people on the
 12 list?
 13 A. I know Janice Zigfried, but I don't
 14 think she's a pool guard. I know Gigit. David
 15 Cohen, no. Walter Lauren, he's passed. Sherry
 16 Kamp, I don't know her.
 17 Q. Is Sherry Kamp Jewish?
 18 A. I don't know. What's the pool
 19 committee got to do with a delegate? Two different
 20 things.
 21 Q. Okay. Then explain to me the
 22 difference?
 23 A. This is just to monitor the pool.
 24 Q. Curto-10 is to monitor the pool?
 25 A. This I believe is just to monitor the

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1 pool because they stopped getting a guard.
 2 Q. What are you monitoring the pool for?
 3 A. Don't ask me. Ask the board members.
 4 Q. Were you ever monitoring --
 5 A. I didn't monitor the pool anything.
 6 The only thing I reported to Fay at one time there
 7 was a Jewish woman that brought her grandchildren to
 8 the pool. There was no lifeguard. Had this two
 9 year old, I don't even think two years, maybe two
 10 years old, go in the pool and sitting on the steps.
 11 And my concern was that child was gonna fall and
 12 slip and drown.
 13 Q. That's a good concern. I would be
 14 concerned about that, too.
 15 A. I called Fay on that. Because she
 16 had to get this woman out of here. She had three
 17 children. None of them had swimmies on their arms.
 18 They were just holding on. They were just barely
 19 getting their head there. And she was not even in
 20 the water with these children. That was my concern
 21 where I called Fay and said you need to speak to
 22 this lady.
 23 Q. Do you know of any committee that was
 24 established in 2016 to talk about the pool hours
 25 before they actually were implemented by the board?

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1 religious beliefs.
 2 Q. I know you don't. That's what you're
 3 telling me. But my question is different. You have
 4 to listen to what I'm asking you. My question is
 5 does that comport with their religious beliefs that
 6 any mixed gender swimming would mean no swimming at
 7 all?
 8 MR. ROMAN: Objection to the form.
 9 You can answer.
 10 A. No, it doesn't mean that at all.
 11 Q. To you. But to them? Does that mean
 12 that to them? That's what they're telling you.
 13 MR. ROMAN: Objection. She just
 14 answered it.
 15 A. No.
 16 Q. Do you understand that if they
 17 allowed open swimming, the genders could not swim at
 18 all?
 19 A. If you look at the schedule, we were
 20 not asking for anything elaborate, okay.
 21 MR. ROMAN: Just answer the question.
 22 A. Say it one more time.
 23 Q. Do you understand that according to
 24 their religious beliefs, open swimming would mean
 25 they could not swim at all?

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1 A. Yes.
 2 Q. Okay. Now, they also tell you in
 3 their answer that thirty percent of the hours you're
 4 allowed to swim. Do you see that?
 5 A. I don't know how they come up with
 6 that, but.
 7 Q. Do you see that?
 8 A. I see it.
 9 Q. Okay. Do you disagree with that?
 10 A. Yes, I do.
 11 Q. What percentage of the hours in your
 12 opinion can you swim at the pool?
 13 A. I don't know. I don't know the
 14 percentage.
 15 Q. Well, if we add up all the hours you
 16 could swim as a woman and all the hours you could
 17 swim at open swimming, would that be more or less
 18 than thirty percent?
 19 A. This has to do with not just me.
 20 It's mixed gender.
 21 Q. Well, my question is very specific.
 22 If you add up all the hours you could swim as a
 23 woman plus all the hours you could swim mixed, would
 24 that be more than thirty percent?
 25 A. I don't know.

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1 Q. Now they also say that Fay told you
 2 not to pay it?
 3 A. We were having a conversation, yes.
 4 Q. What is that about; Fay telling you
 5 not to pay it?
 6 A. She said don't pay it.
 7 Q. Did you pay it?
 8 A. No.
 9 Q. When did she tell you not to pay it?
 10 A. I was at the pool one day. I wanted
 11 to speak to her.
 12 Q. What were her exact words?
 13 A. Don't pay it.
 14 Q. Did you discuss the whole pool issue
 15 with her?
 16 A. She wouldn't give me a chance. I
 17 told her there is different things and I don't think
 18 the thing was fair and I wasn't going to pay it.
 19 She said don't pay it.
 20 Q. Okay. Did you have a problem with
 21 that?
 22 A. No.
 23 Q. Did you put that in writing anywhere
 24 that Fay told me not to pay it?
 25 A. Yeah, I did.

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1 Q. Did you tell the board that?
 2 A. Yeah. They told me it was her being
 3 sarcastic.
 4 Q. Well, did the board have any
 5 ramifications on you not paying your fine? Did they
 6 put an assessment on your house?
 7 A. I don't know.
 8 Q. Did they put a lien on your house?
 9 A. I don't know that.
 10 Q. So what loss did you suffer from the
 11 fine not being paid?
 12 A. I don't know that of yet.
 13 Q. Well, you need to tell me did you
 14 suffer a loss from the fine?
 15 MR. ROMAN: Objection. Has the fine
 16 been withdrawn?
 17 MS. MAIONE COSTIGAN: I'm asking what
 18 the fine --
 19 MR. ROMAN: Tell her if the fine's
 20 been withdrawn, then you can answer the question.
 21 I'll have her answer the question. Has the fine
 22 been withdrawn?
 23 MS. MAIONE COSTIGAN: Ms. Curto is
 24 requesting damages as a result of the fine.
 25 MR. ROMAN: Has the fine been

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1 withdrawn?
 2 A. That's not just for a fine.
 3 Q. You requested damages because of the
 4 fine?
 5 A. Not just because of the fine.
 6 Q. My question is very specific.
 7 A. And I'm telling you not just because
 8 of the fine.
 9 Q. What damages did you suffer from the
 10 fine being imposed?
 11 A. It's the aggravation.
 12 Q. You're suffering from aggravation?
 13 A. Stress.
 14 Q. Stress. Anything else?
 15 A. This has nothing to do with just the
 16 fine. This has nothing to do with the fine.
 17 Q. Did you go to a doctor for your
 18 stress and aggravation?
 19 A. No, I did not.
 20 Q. Let's talk about the ADR again. You
 21 say this community does not have an ADR committee.
 22 Fay testified they had a committee comprising of two
 23 members.
 24 MR. ROMAN: Is that a question?
 25 There's no question. Don't answer.

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1 Q. What kind of committee are you
 2 requesting in --
 3 A. An ADR committee. Hello.
 4 Q. What do you mean by an ADR committee?
 5 A. Someone to help do resolution on the
 6 problem.
 7 Q. Which you said is listed in the state
 8 bylaws. What state bylaws are you referring to?
 9 A. The same ones that I looked up on the
 10 internet.
 11 Q. You're telling me the State of New
 12 Jersey has bylaws that you looked up?
 13 A. No, it's not bylaws. Every community
 14 normally has -- every community has an ADR
 15 committee. They used to also have one years ago,
 16 from what I was told.
 17 Q. At A Country Place?
 18 A. At A Country Place.
 19 Q. Right.
 20 A. They dissolved it. They didn't want
 21 to be bothered anymore because whatever they brought
 22 to the board, it would not get resolved.
 23 Q. So they did have one at some point in
 24 time?
 25 A. Years ago.

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1 Q. Okay. That's what I asked you before
 2 and you said no, they didn't have one. But they did
 3 have one years ago?
 4 MR. ROMAN: Objection to the form.
 5 A. Not as long as I've been there.
 6 Q. How did you find out they had an ADR
 7 committee years ago?
 8 A. One of my neighbors told me.
 9 Q. How long ago?
 10 A. I don't know.
 11 Q. If we look at the second page after
 12 the ADR comments, the answer is since as a delegate
 13 you were given a chance to craft the pool schedule
 14 and gather e-mails, neither of which were done, your
 15 comments are again a fabrication. That's why I
 16 asked you the questions about a delegate, because
 17 they told you you were a delegate.
 18 A. I was a delegate.
 19 Q. So you're disputing that?
 20 MR. ROMAN: Disputing what?
 21 MS. MAIONE COSTIGAN: That she was a
 22 delegate and given a chance to draft the pool
 23 schedule.
 24 A. No. I'm disputing that I was never
 25 given a chance to craft a pool schedule. I'm not

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1 disputing that I was not a delegate. I was a
 2 delegate.
 3 Q. Fair enough. You see the answer
 4 given?
 5 A. Where?
 6 Q. Number seven, you talk about the
 7 pool, it's my understanding that the pool be closed
 8 for about a week to put in strips in the steps?
 9 A. Yes.
 10 Q. That's what you said, right?
 11 A. Hold on. Yes.
 12 Q. Again, our management company did not
 13 look at the safety of the residents prior to the
 14 pool opening. Do you see that?
 15 A. Yes.
 16 Q. Where did you get that information?
 17 A. Because it was noticeable as soon as
 18 they opened up the pool.
 19 Q. Safety strips?
 20 A. Yeah, people slipped going down the
 21 stairs. And they did this past season also, because
 22 the strips were coming --
 23 Q. Prior to this notice, did you tell
 24 them anything about that?
 25 A. We weren't allowed in there. We

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1 just like I said, when we met with the attorney.
 2 Q. What about after mediation until
 3 today? Did you tell them you were being deposed
 4 today?
 5 A. Yeah, he's aware of me being deposed
 6 today.
 7 Q. Did you discuss the deposition with
 8 him or her?
 9 A. You really can't have a discussion
 10 with Ms. Lusardi. She's had two strokes.
 11 Q. I understand.
 12 A. So if you ask her a simple question
 13 or things like that, it's fine. I just told him I
 14 had to go for deposition. And he told me when he
 15 had to go. And that was it.
 16 Q. Did you discuss anything about the
 17 lawsuit, anything like that?
 18 A. No.
 19 Q. When you answered the questions that
 20 I sent to your attorney, did you and Mr. and Mrs.
 21 Lusardi answer the questions together or did you do
 22 it separately?
 23 A. Separately, I believe.
 24 Q. Did you call him or her and discuss
 25 the questions and the answers?

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1 A. No.
 2 Q. Did he call you to discuss them?
 3 A. No.
 4 Q. Let's talk about the pool schedule
 5 for 2016.
 6 (Recess was taken.)
 7 (Pool schedule received and marked
 8 Curto-13 for identification.)
 9 (Pool schedule received and marked
 10 Curto-14 for identification.)
 11 (Pool schedule received and marked
 12 Curto-15 for identification.)
 13 (Pool guideline received and marked
 14 Curto-16 for identification.)
 15 (2011 swim hours received and marked
 16 Curto-17 for identification.)
 17 (Pool hours received and marked
 18 Curto-18 for identification.)
 19 (2013 pool rules received and marked
 20 Curto-19 for identification.)
 21 (2014 pool hours received and marked
 22 Curto-20 for identification.)
 23 (Pool hours received and marked
 24 Curto-21 for identification.)
 25 (Pool hours received and marked

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1 Curto-22 for identification.)
 2 (Pool hours received and marked
 3 Curto-23 for identification.)
 4 (Pool hours received and marked
 5 Curto-24 for identification.)
 6 (Document received and marked
 7 Curto-25 for identification.)
 8 Q. Look at Curto-13, the pool schedule.
 9 A. Yes.
 10 Q. This looks like the pool schedule for
 11 2016, right?
 12 A. Yes.
 13 Q. And this is the one before they
 14 changed it, right, in July?
 15 A. Yes.
 16 Q. Was this posted in the caller before
 17 June 2016?
 18 A. Before the caller or with the caller?
 19 Q. With the caller?
 20 A. I believe it's with the caller.
 21 Q. And was it posted on the doors to the
 22 pool?
 23 A. At that time, yes.
 24 Q. There's two doors to the pool and it
 25 got posted in the caller, right?

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1 A. Yes.
 2 Q. If we look at this pool schedule, it
 3 looks like the ladies can swim from 8:00 to 11:00
 4 a.m. every day, right?
 5 A. Yes.
 6 Q. So you could swim 8:00 to 11:00 a.m.
 7 every day, right?
 8 A. No.
 9 Q. Why couldn't you?
 10 A. I work.
 11 Q. But in the summer of 2016, you didn't
 12 work. We already covered this.
 13 A. Yeah, we did cover this. And that
 14 was under medical reasons I couldn't. I couldn't go
 15 in the pool for a while after surgery.
 16 Q. But theoretically you could swim?
 17 You were home and you're female, so you could swim
 18 from 8:00 to 11:00 every day?
 19 A. Only when I was on disability. Not
 20 when I can go back to work. So there's two
 21 different things here.
 22 Q. I understand. But in the summer of
 23 2016, right? Are you with me?
 24 A. I'm with you.
 25 Q. You're on disability, right?

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1 A. Yes.
 2 Q. So you're home, right?
 3 A. Yes.
 4 Q. And you're female, right?
 5 A. Yes.
 6 Q. And this pool schedule says all those
 7 things, you could swim from 8:00 to 11:00 a.m. every
 8 day?
 9 MR. ROMAN: Objection to form. You
 10 can answer.
 11 Q. Correct?
 12 A. If I was home and if I wanted to go
 13 at those hours, yes.
 14 Q. Okay. That's three hours a day,
 15 right?
 16 A. Yes.
 17 Q. 1:00 to 3:00 every day you could
 18 swim?
 19 A. Yes.
 20 Q. That's another two hours a day,
 21 right?
 22 A. Yes.
 23 Q. 3:00 to 4:00 every day you could
 24 swim, right?
 25 A. If I was home, yes.

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1 Q. That's another hour. Then the
 2 schedule gets a little funky. It goes up and down,
 3 men and ladies. It goes from 4:00 to 5:00 and then
 4 5:00 to 6:45. Do you see that?
 5 A. Yes.
 6 Q. So during the time it says ladies'
 7 swim, you could swim for those hours, right?
 8 A. Yes.
 9 Q. So that would range from an hour to
 10 an hour and 45 minutes Monday through Sunday,
 11 correct?
 12 A. Yes.
 13 Q. Saturday you could swim all day,
 14 right, without restriction?
 15 A. That's because they can't.
 16 Q. Who can't?
 17 A. That's because the Jewish people
 18 can't.
 19 Q. But you; you can, correct?
 20 A. That's because they only gave us
 21 Saturday because of their religion, so that
 22 shouldn't be counted.
 23 Q. So every day you as a lady could swim
 24 7.45 hours, correct?
 25 A. A day?

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1 Q. A day.
 2 A. Come on, who can swim 7.5 hours a day
 3 and who that works can swim those hours?
 4 Q. I'm just asking you, ma'am, according
 5 to this schedule, you as a lady resident homeowner
 6 could swim 7.45 hours a day, correct?
 7 A. If I was home?
 8 Q. Yes.
 9 A. I would be allowed to swim in those
 10 hours.
 11 Q. And all day Saturday? Anybody could
 12 swim whether you're Jewish or not Jewish, correct?
 13 A. Yeah, but they don't --
 14 Q. That's thirteen hours. That's a
 15 whole thirteen hours on Saturday, right?
 16 A. Go ahead.
 17 Q. Right?
 18 A. Right.
 19 Q. The pool's open thirteen hours a day?
 20 A. Yes.
 21 Q. So the pool's open thirteen hours a
 22 day, you as a female resident could swim let's call
 23 it seven hours a day.
 24 A. Go ahead.
 25 Q. That's only five hours a day you

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1 can't swim?
 2 A. Right.
 3 Q. So it's not that the board is
 4 prohibiting you from swimming as a female resident,
 5 it's that they're prohibiting you from swimming
 6 during certain hours, right?
 7 A. This is not only about women's swim.
 8 This is about gender.
 9 Q. I understand that men can't swim when
 10 you swim.
 11 A. No. I'm talking about gender. I am
 12 just strictly talking about gender.
 13 Q. I'm talking about the pool schedule,
 14 ma'am. All I asked you was --
 15 A. Go ahead.
 16 Q. -- only five hours a day you couldn't
 17 swim. That didn't include Saturday, right?
 18 A. Right.
 19 Q. So it's not that the board prohibited
 20 you from swimming, it's that the board prohibited
 21 you certain hours?
 22 A. Right.
 23 Q. Let's talk about Curto-14. The pool
 24 schedule.
 25 A. Yes.

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1 document shows segregated swimming as far back as
 2 2011, right?
 3 A. That's what it says, but I don't
 4 believe it.
 5 Q. I understand that. Okay. Looking at
 6 number 18, Curto-18. We have additional pool hours.
 7 Do you see that?
 8 A. Uh-huh.
 9 Q. That's also for 2011. Do you believe
 10 that?
 11 A. I didn't see this one.
 12 Q. Did you see the one for 2011?
 13 A. I know there were certain hours -- I
 14 was told by other residents in there when I moved in
 15 that there were certain hours for children to come
 16 in to swim only.
 17 Q. Did you ever see a document marked as
 18 Curto-17?
 19 A. No.
 20 Q. Until today?
 21 A. First time. So if I moved in in
 22 2011, they should have handed me this with 2011, no?
 23 Q. Did you ask for it?
 24 A. With my package that I come into.
 25 Q. When you got your package, did you

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1 ask about any restrictions with the pool?
 2 A. No.
 3 Q. Did your lawyer tell you there were
 4 restrictions with the pool?
 5 A. There was no restrictions.
 6 Q. How about the realtor?
 7 A. No. There was no realtor. I had a
 8 realtor in the beginning, but when I closed on my
 9 house, I didn't have a realtor.
 10 Q. Did you ask of any breakdown in the
 11 community when you moved in; religious,
 12 non-religious, whatever?
 13 A. I had a friend that lived there and
 14 there was nothing. She went through the summer.
 15 When did she move in. She moved in in April. She
 16 moved in in April.
 17 Q. Of what year?
 18 A. 2011. I moved in in November.
 19 Q. Right.
 20 A. So she was there.
 21 Q. Did she say anything about
 22 restrictions?
 23 A. No restrictions on the pool.
 24 Q. According to her, but according to
 25 the document number 17 there were. Let's move on.

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1 Curto-19 are pool rules for 2013. Do you see that?
 2 Now, you see at the bottom number twelve? There was
 3 segregation in 2013, as well?
 4 A. This is when it started.
 5 Q. 2013?
 6 A. Yes.
 7 Q. So when I asked you before remember
 8 in the Complaint it says 2015, that was wrong?
 9 A. Right.
 10 Q. It started in 2013, according to what
 11 you know?
 12 A. According to what I know.
 13 Q. So in 2013 --
 14 A. So let's stop there for a second.
 15 Why would they go --
 16 MR. ROMAN: There's no question. You
 17 already said that anyway.
 18 Q. I already told you we don't have any
 19 documents for 2012.
 20 MR. ROMAN: Let's move on.
 21 Q. For 2013 it shows segregation in
 22 number twelve?
 23 A. Yes.
 24 Q. You're aware of that?
 25 A. Yes, I am.

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1 Q. Did you complain in 2013?
 2 A. No.
 3 Q. Why not?
 4 A. Because when I moved into the
 5 community and there was a lot of concerns about the
 6 pool hours and the Jewish religion, I was trying to
 7 understand the Jewish religion. And I was telling
 8 everybody let's share. What is the problem. There
 9 were a lot of residents that were up in arms. I
 10 tried to, like I said before, understand the Jewish
 11 religion and understand that they have their things
 12 to go on. I was an advocate to let them have the
 13 hours, because we are a community.
 14 Q. What happened?
 15 A. Well, they took more and more and
 16 more. Every year it went on more and more and more.
 17 Q. Well, you also told me you tried to
 18 understand their religion, this was around 2013,
 19 which is one of the reasons you became a board
 20 member?
 21 A. Right.
 22 Q. So when you became a board member,
 23 you understood their religious beliefs, correct,
 24 that the men and the women and the segregation and
 25 it's constant segregation?

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1 A. I understand that.
 2 Q. Understanding that, was there
 3 something you could work out with them?
 4 A. And as I said before, when I tried to
 5 get with the board, the many attempts that I made
 6 trying to come up with some type of resolution and
 7 they would not respond or try to meet with me or
 8 come to any understanding, then I said that's it.
 9 I'm done. And that's when I started.
 10 Q. But was your proposal geared toward
 11 free swimming all the time?
 12 A. No. All I wanted was for us to come
 13 to a compromise somewhere along the line here that's
 14 gonna benefit both the non-Jewish and the Jewish.
 15 Q. Okay. And what happened? Why didn't
 16 that occur?
 17 MR. ROMAN: Objection. Asked and
 18 answered.
 19 Q. Was it up to you or up to them?
 20 A. Ask the board.
 21 MR. ROMAN: Asked and answered
 22 multiple times.
 23 A. Ask the board. They wouldn't meet
 24 with me.
 25 Q. If they had met with you, would it

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1 have resolved?
 2 A. Don't know. Ask the board. I tried.
 3 Q. But my question to you is did you try
 4 in the manner of all or nothing; you know, we want
 5 open swimming 24/7?
 6 A. No, I did not. I did not.
 7 Q. It was always certain hours for me,
 8 certain hours for you?
 9 A. There was never anything discussed
 10 because they would not meet with me.
 11 Q. Okay.
 12 A. They would not discuss it with me.
 13 Q. So 2013 you were content with the
 14 hours?
 15 A. Fine.
 16 Q. Let's look at number 20. Summer of
 17 '14. Looks like the pool hours --
 18 A. Changed again.
 19 Q. -- are becoming more restrictive,
 20 correct?
 21 A. Yes. First of all, it's more
 22 accommodating for residents that work also.
 23 Q. I'm sure you're right. But did you
 24 discuss this with the board? Did you tell them at
 25 this time in 2014 look, I'm not happy with these

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1 hours?
 2 A. No, I did not. I did not. I didn't
 3 want to create any more hostility in the community
 4 that was going on already.
 5 Q. Were people complaining all the time
 6 about these hours?
 7 A. People complained, yeah.
 8 Q. They testified people complained,
 9 too. I'm asking did you complain?
 10 A. No, I did not.
 11 Q. In 2014, these hours you were content
 12 with?
 13 A. Yes, I was fine.
 14 Q. Did you understand that over these
 15 years the population was becoming more and more not
 16 only Jewish, but Jewish orthodox?
 17 MR. ROMAN: Objection. Asked and
 18 answered.
 19 A. I didn't understand or realize the
 20 extent of what would be happening regarding taking
 21 privileges away from the residents that had been
 22 there and the mixed gender along with it's not
 23 whether women hours, men hours or whatever. I said
 24 well, they're accommodating the men, the ladies of
 25 the religious community.

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1 Q. Let's go to 21, 22 and 23. If you
 2 look closely to the left-hand side, they talk about
 3 June, July and August. This is 2015.
 4 A. Which one do you want to look at, 20?
 5 Q. The pool hours for 2015.
 6 A. Okay.
 7 Q. So June, July and August. Did you
 8 complain in 2015?
 9 A. No. Look at the hours.
 10 Q. Were you okay with these hours?
 11 A. Yes, ma'am.
 12 Q. You didn't voice any complaint to the
 13 board?
 14 A. No.
 15 Q. You're okay with these hours?
 16 A. Yes, ma'am.
 17 Q. Did you ever go to a board meeting in
 18 2015 and tell them I'm okay with these hours?
 19 A. I didn't say I was okay. There
 20 didn't seem to be any problem.
 21 Q. Did anybody complain, as far as you
 22 know?
 23 A. No. They in general talk on how
 24 they're restricted.
 25 Q. But you felt the 2015 hours

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
CIVIL ACTION CASE NO. 3:16-CV-5928

MARIE CURTO, DIANA LUSARDI and)
STEVE LUSARDI,)
)
Plaintiffs,)

-vs-

A COUNTRY PLACE CONDOMINIUM)
ASSOCIATION, INC.,)
)
Defendant.)

) DEPOSITION OF:

) STEVEN LUSARDI

TRANSCRIPT of the stenographic notes of
the proceedings in the above-entitled matter, as
taken by and before JANET HERCZEG, a Certified Court
Reporter and Notary Public of the State of New
Jersey, held at the office of POWELL & ROMAN, L.L.C.,
131 White Oak Lane, Old Bridge, New Jersey, on
Monday, March 13, 2017 commencing at 10:26 a.m.

Job No. CS2552383

<p style="text-align: right;">Page 2</p> <p>1 A P P E A R A N C E S:</p> <p>2</p> <p>3 POWELL & ROMAN, L.L.C.</p> <p>4 BY: JOSE D. ROMAN, ESQ.</p> <p>5 131 White Oak Lane</p> <p>6 Old Bridge, New Jersey 08857</p> <p>7 (732) 679-3777</p> <p>8 jroman@lawppl.com</p> <p>9 Attorneys for Plaintiffs</p> <p>10</p> <p>11 COSTIGAN AND COSTIGAN, L.L.C.</p> <p>12 BY: ANGELA MAIONE COSTIGAN, ESQ.</p> <p>13 1222 Spruce Street</p> <p>14 Philadelphia, Pennsylvania 19107-5989</p> <p>15 (856) 321-0585</p> <p>16 amcostigan@costiganllc.com</p> <p>17 Attorneys for Defendant</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 4</p> <p>1 MS. COSTIGAN: Mark these, please.</p> <p>2 (Exhibit Lusardi-1, Two-page handwritten</p> <p>3 statement, marked for identification by the Certified</p> <p>4 Court Reporter.)</p> <p>5 (Exhibit Lusardi-2, Letter dated 6/28/16</p> <p>6 from A Country Place to Lusardi, marked for</p> <p>7 identification by the Certified Court Reporter.)</p> <p>8 (Exhibit Lusardi-3, Two-page handwritten</p> <p>9 document dated 7/1/16 entitled, "Board of Directors,"</p> <p>10 marked for identification by the Certified Court</p> <p>11 Reporter.)</p> <p>12 (Exhibit Lusardi-4, Handwritten document</p> <p>13 dated 7/22/16 from Steve Lusardi to Board of</p> <p>14 Directors, marked for identification by the Certified</p> <p>15 Court Reporter.)</p> <p>16 (Exhibit Lusardi-5, Letter dated 7/27/16</p> <p>17 from A Country Place to Mr. Lusardi, marked for</p> <p>18 identification by the Certified Court Reporter.)</p> <p>19 (Exhibit Lusardi-6, Handwritten document</p> <p>20 dated 7/28/16 from Steven Lusardi to Board of</p> <p>21 Directors, marked for identification by the Certified</p> <p>22 Court Reporter.)</p> <p>23 (Exhibit Lusardi-7, Two-page handwritten</p> <p>24 document dated 7/31/16 from Steve Lusardi to Board of</p> <p>25 Directors, marked for identification by the Certified</p>																																		
<p style="text-align: right;">Page 3</p> <p>1 INDEX</p> <p>2 PAGE</p> <p>3 WITNESS: STEVEN LUSARDI</p> <p>4 EXAMINATION BY MS. COSTIGAN 5</p> <p>5</p> <p>6</p> <p>7 EXHIBITS</p> <p>8</p> <table border="0"> <thead> <tr> <th style="text-align: left;">9 NO.</th> <th style="text-align: left;">DESCRIPTION</th> <th style="text-align: left;">PAGE</th> </tr> </thead> <tbody> <tr> <td>10 Lusardi-1</td> <td>Two-page handwritten statement</td> <td>4</td> </tr> <tr> <td>11 Lusardi-2</td> <td>Letter dated 6/28/16 from A Country Place to Lusardi</td> <td>4</td> </tr> <tr> <td>12 Lusardi-3</td> <td>Two-page handwritten document dated 7/1/16 entitled, "Board of Directors"</td> <td>4</td> </tr> <tr> <td>13 Lusardi-4</td> <td>Handwritten document dated 7/22/16 from Steve Lusardi to Board of Directors</td> <td>4</td> </tr> <tr> <td>14 Lusardi-5</td> <td>Letter dated 7/27/16 from A Country Place to Mr. Lusardi .</td> <td>4</td> </tr> <tr> <td>15 Lusardi-6</td> <td>Handwritten document dated 7/28/16 from Steven Lusardi to Board of Directors</td> <td>4</td> </tr> <tr> <td>16 Lusardi-7</td> <td>Two-page handwritten document dated 7/31/16 from Steve Lusardi to Board of Directors</td> <td>4</td> </tr> <tr> <td>17 Lusardi-8</td> <td>Caller document dated 8/4/16 .</td> <td>5</td> </tr> <tr> <td>18 Lusardi-9</td> <td>Six-page Affidavit of Steve Lusardi</td> <td>5</td> </tr> </tbody> </table> <p>19</p> <p>20 (Exhibits provided to Certified Court Reporter)</p> <p>21</p> <p>22</p> <p>23</p> <p>24 SPECIAL REQUESTS</p> <table border="0"> <thead> <tr> <th style="text-align: left;">PAGE</th> <th style="text-align: left;">LINE</th> </tr> </thead> <tbody> <tr> <td>25 225</td> <td>17</td> </tr> </tbody> </table>	9 NO.	DESCRIPTION	PAGE	10 Lusardi-1	Two-page handwritten statement	4	11 Lusardi-2	Letter dated 6/28/16 from A Country Place to Lusardi	4	12 Lusardi-3	Two-page handwritten document dated 7/1/16 entitled, "Board of Directors"	4	13 Lusardi-4	Handwritten document dated 7/22/16 from Steve Lusardi to Board of Directors	4	14 Lusardi-5	Letter dated 7/27/16 from A Country Place to Mr. Lusardi .	4	15 Lusardi-6	Handwritten document dated 7/28/16 from Steven Lusardi to Board of Directors	4	16 Lusardi-7	Two-page handwritten document dated 7/31/16 from Steve Lusardi to Board of Directors	4	17 Lusardi-8	Caller document dated 8/4/16 .	5	18 Lusardi-9	Six-page Affidavit of Steve Lusardi	5	PAGE	LINE	25 225	17	<p style="text-align: right;">Page 5</p> <p>1 Court Reporter.)</p> <p>2 (Exhibit Lusardi-8, Caller document</p> <p>3 dated 8/4/16, marked for identification by the</p> <p>4 Certified Court Reporter.)</p> <p>5 (Exhibit Lusardi-9, Six-page Affidavit</p> <p>6 of Steve Lusardi, marked for identification by the</p> <p>7 Certified Court Reporter.)</p> <p>8 STEVEN LUSARDI, residing at [REDACTED],</p> <p>9 Lakewood, New Jersey 08701-7980, having been duly</p> <p>10 sworn by the Notary Public, testified as follows:</p> <p>11 EXAMINATION BY MS. COSTIGAN:</p> <p>12 Q. Good morning, Mr. Lusardi.</p> <p>13 A. Good morning.</p> <p>14 Q. We met earlier when I talked to your</p> <p>15 wife and your son, but I did not introduce myself.</p> <p>16 My name is Angela Costigan and I</p> <p>17 represent A Country Place in a litigation brought by</p> <p>18 yourself and your wife and Ms. Curto.</p> <p>19 A. Correct.</p> <p>20 Q. I'm here today to ask you questions</p> <p>21 about the allegations in your Complaint which was</p> <p>22 filed with the Court.</p> <p>23 If, at any time, you don't understand my</p> <p>24 questions, let me know and I'll be happy to rephrase</p> <p>25 them. If you can't hear me, let me know. I'll try</p>
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1 and I think that's about it.
 2 Q. Okay. Now, prior to -- when you lived
 3 at A Country Place from 2001, it looks like, through
 4 2010 --
 5 A. Yes.
 6 Q. -- was there a pool in place there?
 7 A. There was a pool, yes.
 8 Q. Was it being utilized?
 9 A. Yes.
 10 Q. In the years 2008, 2009 and 2010, was
 11 the pool being utilized?
 12 A. I don't know.
 13 Q. Did you swim in it?
 14 A. We weren't there.
 15 Q. 2008, 2000 --
 16 A. Oh, okay. We utilized the pool up until
 17 we left.
 18 Q. Which you said was 2010.
 19 A. Then if it was around -- if it was 2010,
 20 then we utilized the area.
 21 Q. Faye testified that the pool was in a
 22 state of disrepair, was basically closed in 2009 and
 23 2010.
 24 A. Could have been.
 25 Q. So did you use the pool or not?

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1 A. Well, evidently I didn't. I don't
 2 recall because at that time, the pool was not a main
 3 concern. I didn't need it for therapy for my wife.
 4 Q. I understand that, but my question is
 5 did you utilize the pool in 2008, 2009 and 2010?
 6 A. If the pool was closed, we didn't
 7 utilize it.
 8 Q. Okay. Now, the allegations in your
 9 Complaint allege gender discrimination. Correct?
 10 A. Yes.
 11 Q. Do you have any other basis for your
 12 claim other than gender discrimination?
 13 MR. ROMAN: Objection to the form.
 14 Q. That you know of.
 15 MR. ROMAN: You can answer it.
 16 THE WITNESS: (Indicating?)
 17 MR. ROMAN: I said answer the question.
 18 I just objected to it.
 19 A. Could you repeat -- I just got a --
 20 could you ask the question again?
 21 Q. Sure. I said the allegations in your
 22 Complaint allege gender discrimination.
 23 A. Correct.
 24 Q. Correct?
 25 A. Gender, yes.

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1 Q. Do you have any other basis for the
 2 allegations in your Complaint?
 3 A. No.
 4 Q. You told me your wife has had a stroke,
 5 which I have reviewed from the papers your attorney
 6 sent to me, and she had the stroke in 2013?
 7 A. Correct.
 8 Q. As a result of the stroke, I see from
 9 talking to her today, that she has some kind of
 10 disability.
 11 Are you alleging any basis of disability
 12 for the allegations in your Complaint?
 13 A. I don't understand. I don't understand.
 14 Q. Is your wife disabled?
 15 A. Yes, she is.
 16 Q. Okay. Are you alleging any kind of
 17 disability as a claim for discrimination in your
 18 Complaint?
 19 A. I still don't understand.
 20 My wife is disabled.
 21 Q. Correct.
 22 A. Yeah.
 23 Q. The allegations in your Complaint is
 24 that -- let me see if I could rephrase that for you.
 25 A. Yeah.

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1 Q. Are that you guys can't swim together in
 2 the pool. Right?
 3 A. That is -- yes.
 4 Q. And you base that on gender
 5 discrimination?
 6 A. Yes, I do.
 7 Q. In other words, the sexes can't swim
 8 together in the pool. Correct?
 9 A. They can, but for a short period of
 10 time.
 11 Q. Okay. But that's the basis of your
 12 Complaint?
 13 A. Yes.
 14 Q. Does the basis of your Complaint have
 15 anything to do with your wife's disability?
 16 A. It's hard to answer that question with a
 17 yes or no.
 18 Q. Well, then answer as best you can.
 19 A. I'm going to have to say yes.
 20 Q. Okay. Tell me how.
 21 A. Pool therapy is important for a stroke
 22 patient. She's a stroke patient, and we really moved
 23 back to A Country Place because I was aware that they
 24 had a brand new pool, heated, salt water, would have
 25 been very good for her, aquatic therapy, and it would

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1 have been very good for me, too.
 2 As retired, it would be nice to go with
 3 her there any time I wanted to be by myself, if
 4 somebody was with my wife, be able to be with. I
 5 would say -- I would say that would sum it up.
 6 Q. Did you ever tell A Country Place from
 7 the time you moved in until today that your wife is
 8 disabled and, therefore, you need an accommodation
 9 for her?
 10 A. No, I did not.
 11 Q. Did that ever come up in any of your
 12 discussions, letters, statements between yourself,
 13 your wife and the Board?
 14 A. I don't think it did.
 15 Q. Now, the reason I'm asking all these
 16 questions is that the Complaint doesn't specifically
 17 allege disability as a discriminatory point.
 18 A. Correct.
 19 Q. So, again, I'm asking you.
 20 Is disability part of your
 21 discrimination claim?
 22 A. No, just gender.
 23 Q. Just gender?
 24 A. Yes.
 25 Q. Okay. Are you certain about that?

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1 A. Reasonably as certain as I can be.
 2 Q. Now, when you lived at the Country Place
 3 before from 2001 through 2010, did you have any
 4 problems with the Board?
 5 A. With the Board?
 6 Q. Yes.
 7 A. No problems at all.
 8 Q. Were you ever on the Board?
 9 A. No, I was not.
 10 Q. Did you ever attend meetings?
 11 A. Yes, I did.
 12 Q. How many did you attend between 2001
 13 through 2010?
 14 A. I'd say I made about, low ballpark,
 15 seven meetings a year.
 16 Q. Okay. Were you able to speak?
 17 A. Yes, but there was no need for me to
 18 speak in a meeting.
 19 Q. Was everything okay?
 20 A. Everything was fine.
 21 Q. For those ten years you were there?
 22 A. Everything was fine.
 23 Q. Did you and your wife live together
 24 during those ten years you were in A Country Place?
 25 A. Yes, we did.

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1 Q. When did your daughter pass away?
 2 A. She passed away in 2001, I believe.
 3 Q. Did that have anything to do with your
 4 moving to A Country Place?
 5 A. Absolutely not.
 6 Q. While you were living at A Country
 7 Place, you and your wife together for those ten
 8 years --
 9 A. Yes.
 10 Q. -- did you have any other real estate
 11 that you owned?
 12 A. No.
 13 Q. Did your wife?
 14 A. No.
 15 Q. Now, you're alleging that you were
 16 somehow damaged monetarily as a result of the pool
 17 restrictions.
 18 Can you please tell me how so?
 19 A. Damaged monetarily. That's alleged in
 20 my Affidavit?
 21 Q. It looks that way.
 22 A. Would I be able to see that?
 23 Q. Sure.
 24 A. I'm just trying to keep focus and I just
 25 lost focus for a second.

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1 Q. No problem.
 2 Here's your copy of your Verified
 3 Complaint.
 4 That's your signature. Correct? Steve
 5 Lusardi?
 6 A. That's me.
 7 Q. 9/29/16?
 8 A. Okay.
 9 Q. Now, we marked this Verified Complaint
 10 in Ms. Curto's deposition as Curto number 3.
 11 A. Okay.
 12 Q. And if you look at Count one, which are
 13 allegations of sex discrimination, Federal Fair
 14 Housing Act.
 15 A. Yes.
 16 Q. If you continue to read down to below
 17 paragraph number nine.
 18 A. Yes.
 19 Q. Do you see that?
 20 A. Yes.
 21 Q. If we look at E, it says, "Compensatory
 22 and consequential damages including out-of-pocket
 23 financial losses, loss of use of opportunity and
 24 amenities, pain and suffering, emotional distress,
 25 mental anguish, humiliation and other incidental

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1 damages."
 2 Do you see that?
 3 A. Yes.
 4 Q. So my question to you, again, is you're
 5 alleging some kind of monetary loss as a result of
 6 the allegations in the Complaint, so can you please
 7 tell me what they are?
 8 A. Yeah. I pay a maintenance fee of \$215
 9 which guarantees me full use of the amenity. The
 10 only amenity at A Country Place is a brand new
 11 in-ground salt water heated swimming pool, which my
 12 wife and I were only able to use for two hours a day.
 13 Q. Together?
 14 A. Together.
 15 Q. Okay.
 16 A. Last summer, and all day on Saturday.
 17 Q. Okay.
 18 A. The pain and suffering --
 19 Q. Well, we're not going to get there yet.
 20 A. Okay.
 21 Q. I'm just talking about money damages,
 22 out-of-pocket money, whatever you allege your losses
 23 are.
 24 A. The loss was I paid full maintenance and
 25 was not given the opportunity to have the full use of

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1 the pool.
 2 Q. Now, would that have been the whole
 3 year's worth or are you alleging certain months?
 4 A. It would be from about June until the
 5 end of the pool season.
 6 Q. Which I tell you is --
 7 A. 2016.
 8 Q. -- September.
 9 A. Yes.
 10 Q. So you're alleging June, July, August
 11 and I'll throw in September, four months of \$215?
 12 A. Yes.
 13 Q. So that comes to \$860. Fair enough?
 14 A. Fair enough.
 15 Q. Any other monetary damages you claim you
 16 lost?
 17 A. Monetary? No.
 18 Q. There are allegations that you put your
 19 house up on the market and you want to be paid for
 20 losses as a result of that. Is that true?
 21 A. My house is on the market.
 22 Q. Do you want to be paid for any kind of
 23 losses for that?
 24 A. Absolutely.
 25 Q. Okay. Tell me what they are and why.

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1 A. When I moved into A Country Place, they
 2 needed \$1900 for me to be a member of the
 3 Association, 1900, give or take.
 4 Q. That was June of 2013?
 5 A. Yes, and I paid that upfront in one lump
 6 sum --
 7 Q. Okay.
 8 A. -- with the understanding that I would
 9 be entitled to the amenities that came along with it.
 10 Q. I understand.
 11 A. With my house up for sale, because of
 12 the limited pool hours, I'm out that \$1900.
 13 Q. All right. Anything else?
 14 A. For me to move there and move to another
 15 place may cost me more money. For moving expenses
 16 may cost some money. If I need to buy a place that
 17 is more than I can afford, I may have to take out a
 18 mortgage with all the closing costs that go along
 19 with it.
 20 On April 1st, I'm going to be 70.
 21 Q. I see that. Congratulations.
 22 A. I think it's pretty late to be having to
 23 move, but I will move when my house is sold.
 24 Q. What is your house up for sale for?
 25 A. It's up for sale right now for, I

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1 believe, 229.
 2 Q. Do you have it listed with a realtor?
 3 A. Yes, I do.
 4 Q. Did it go through a values -- comparable
 5 values --
 6 A. Yes, to come up with that figure, yes.
 7 Q. Are you looking at other properties?
 8 A. Yes.
 9 Q. Where?
 10 A. Lakewood, New Jersey.
 11 Q. Other than condo associations, single
 12 family, tell me what other properties you're looking
 13 at.
 14 A. Single family, condo association,
 15 Leisure Villages.
 16 Q. Any of these properties have pools?
 17 A. Yes, they do.
 18 Q. Which one?
 19 A. Leisure Village East has two pools.
 20 Q. Yes, they do.
 21 A. Open all day.
 22 Q. I know.
 23 Where else?
 24 A. That's our main point of focus right
 25 now.

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1 A. I believe so.
 2 Q. For that ten-year period?
 3 A. I believe so, yes.
 4 Q. And you paid your dues for that ten-year
 5 period and there were no problems that you knew of.
 6 Correct?
 7 A. That is correct.
 8 Q. At least the two of you didn't have any
 9 problems. Fair enough?
 10 A. That's fair.
 11 Q. All right. Unfortunately, Diane
 12 suffered her stroke in 2013. Correct?
 13 A. Yes, she did.
 14 Q. Was she hospitalized for a period of
 15 time?
 16 A. Yes, she was.
 17 Q. How long?
 18 A. She was at Jersey Shore Medical Center
 19 for about ten days and then she went to Shore
 20 Rehabilitation Center in Brick for about 20 days.
 21 Q. And at that point in time, you two were
 22 still living in separate residences. Correct?
 23 A. Yes, we did.
 24 Q. So at what point in time did you two
 25 decide to go back to living together?

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1 A. I think we decided -- I think I decided
 2 on February 20th, the day she had her craniotomy.
 3 Q. And did you discuss it with her when she
 4 was able to discuss it?
 5 A. When she was able to discuss it, I
 6 started getting into the moving back together so I
 7 could take care of her.
 8 Q. Okay. Fine. And did you two discuss
 9 going back to A Country Place?
 10 A. Yes, we did.
 11 Q. How so? Tell me how that occurred. Was
 12 she still in the hospital? Did she come out, in
 13 rehab?
 14 A. She came out of the hospital. We
 15 discussed about moving back to A Country Place where
 16 we had previously lived. We were happy there in the
 17 past and we decided we wanted to go back.
 18 Q. Together?
 19 A. Together. Oh, yeah.
 20 Q. Did you discuss this with anybody at A
 21 Country Place?
 22 A. Yes. As a matter of fact, if I recall,
 23 my wife did discuss it with someone.
 24 Q. Was it Faye?
 25 A. Yes, as a matter of fact, it was.

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1 Q. And Faye encouraged her to come back?
 2 A. Absolutely.
 3 Q. In fact, found her a place to live?
 4 A. Absolutely.
 5 Q. And so did your wife discuss it with
 6 anyone else?
 7 A. Besides me?
 8 Q. Yes.
 9 A. Maybe some family members.
 10 Q. How about any other Board members?
 11 A. Any other Board members?
 12 I would say no.
 13 Q. Now, Faye was a Board member when your
 14 wife was having these discussions with her about
 15 moving back. Right?
 16 A. She was a Board member in 2013, yes.
 17 Q. Okay. Was your wife happy with her
 18 discussions with Faye about moving back?
 19 A. Absolutely.
 20 Q. Did Faye and your wife discuss anything
 21 about the pool at that time?
 22 A. No.
 23 Q. Was there any discussion about the pool
 24 in moving back?
 25 A. (No response.)

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1 Q. Good pool, bad pool?
 2 A. Good pool.
 3 Q. Tell me how that came about.
 4 Did you go visit the property and you
 5 realized there was a new pool or were those
 6 discussions with Faye?
 7 A. Those discussions were not with me.
 8 Those were discussions, would have been between Diane
 9 and Faye, of which I do not know specifically what
 10 they discussed because I was not there.
 11 Q. Did your wife share that with you?
 12 A. She probably did.
 13 Q. Do you remember what transpired between
 14 Diane and Faye?
 15 A. No, because I wasn't there.
 16 Q. Do you remember anything about that?
 17 A. No, because I wasn't there.
 18 Q. Did Faye actually suggest the location
 19 to your wife to move back?
 20 A. That, I know she did.
 21 Q. Did you two go to look at the property
 22 together?
 23 A. Yes, we did.
 24 Q. And you decided that was a good place to
 25 live?

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1 A. Decided on the spot.
 2 Q. And you bought the property?
 3 A. Yes, we did.
 4 Q. How much did you pay for it?
 5 A. I believe it 185.
 6 Q. Did your wife have an aide at that time?
 7 A. A-i-d-e?
 8 Q. Yes.
 9 A. Someone helping her?
 10 Q. Assistant.
 11 A. No.
 12 Q. When did she get the aide?
 13 A. I was the aide.
 14 Q. Who is Melanie?
 15 A. Melanie?
 16 Q. Yes.
 17 A. She's a female aide we have also.
 18 Q. Okay.
 19 A. Okay.
 20 Q. But when did she get -- did you get
 21 Melanie?
 22 A. Melanie was on and off.
 23 Q. Is she with you now?
 24 A. No, she's not.
 25 Q. When is the last time you had Melanie?

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1 A. I can't recall.
 2 Q. Was Melanie with you in the summer of
 3 2016?
 4 A. She spent some time with us, yes, she
 5 did.
 6 Q. Now, was Melanie an aide provided to you
 7 by the State or was it something you acquired?
 8 A. Melanie was a friend.
 9 Q. Did you pay Melanie at all?
 10 A. I don't believe so.
 11 Q. Did your wife pay her at all?
 12 A. I don't believe so.
 13 Q. How about Jason?
 14 A. I don't believe so.
 15 Q. So Melanie came just to assist you and
 16 your wife?
 17 A. She was a friend.
 18 Q. Yeah, but I need for you to tell me --
 19 she was a friend that came to help you or was she
 20 somehow paid?
 21 A. She was a friend of Jason's who came to
 22 help us. She knew of our plight and she wanted to
 23 step up, free of charge.
 24 Q. Okay. And when did Melanie first come
 25 to help you?

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1 A. Well, it could have been for the 2013
 2 pool season, but I'm not sure.
 3 Q. So did she come off and on through 2016?
 4 A. Yes, she did.
 5 Q. Did she come specifically to help Diane
 6 in the pool?
 7 A. When she visited, yes, she did.
 8 Q. What's Melanie's training, if any?
 9 A. What is her training?
 10 Q. Yes.
 11 A. Her school training?
 12 I have no idea.
 13 Q. Is she a schoolteacher? Is she a
 14 physical therapist? Tell me what Melanie's job is,
 15 if she has one.
 16 A. I don't know what her day schedule is.
 17 I know she was familiar with stroke
 18 patients through some family members she had had.
 19 Q. And what is Melanie's last name?
 20 A. I don't recall at this second.
 21 Q. Do you know where Melanie lives?
 22 A. She currently lives in Holiday City, and
 23 I think that's in Berkeley, Toms River someplace.
 24 Q. When is the last time Melanie came to
 25 help you?

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1 A. Actually, she came -- she came to a
 2 funeral three days ago and helped Diane at a funeral
 3 we were at. I did not ask her to show up. She came
 4 on her own. She knew of a circumstance and she
 5 showed up.
 6 Q. Did she learn of that through Jason?
 7 A. Jason or the newspaper.
 8 Q. Was she helping Diane the whole summer
 9 of 2016?
 10 A. When she was there, she helped.
 11 Q. Well, was she there visiting you or was
 12 she there specifically to help Diane?
 13 A. Specifically to help Diane.
 14 Q. And how often was she there on a weekly
 15 basis in the summer of 2016?
 16 A. I don't recall.
 17 Q. Can you give me an idea, one day a week,
 18 two days a week, when she felt like it?
 19 A. I would have to say at least one day per
 20 week.
 21 Q. And when she was there with Diane at
 22 least one day per week, did the two of them go into
 23 the pool?
 24 A. Yes, they did.
 25 Q. And I take it that was during the

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1 women's swim.
 2 A. No.
 3 Q. Was it joint swim?
 4 A. It was between one and 3:00 in the
 5 afternoon.
 6 Q. Did you go with them?
 7 A. Absolutely.
 8 Q. Did Melanie and Diane ever swim in the
 9 pool together without you?
 10 A. Without me being in the pool?
 11 Q. Yes.
 12 A. Yes.
 13 Q. Did they ever swim together during
 14 women's swim?
 15 A. No.
 16 Q. How do you know that?
 17 A. Because I'm with Diane 24/7.
 18 Q. Is there any kind of sign-in sheet in
 19 and out of the pool that you know of?
 20 A. As a matter of fact, there is.
 21 Q. And did you ever sign in?
 22 A. I did one time.
 23 Q. Did Melanie ever sign in?
 24 A. Don't know.
 25 Q. If I tell you that people at the pool

Page 55

1 have seen Diane and Melanie swim in there together
 2 when it was women's swim, would that surprise you?
 3 A. Yes, it would surprise me.
 4 Q. Are you always in the house 24/7?
 5 A. No.
 6 Q. When Melanie comes, do you take that as
 7 an opportunity, perhaps, to do some things on your
 8 own?
 9 A. Possibly.
 10 Q. Could there be those times when Melanie
 11 and Diane would be in the pool?
 12 A. They could be.
 13 Q. Okay. How about in the evening when
 14 you're doing your piano playing, who takes care of
 15 Diane?
 16 A. My son would come over, Melanie would
 17 come over.
 18 Q. Does your son have a separate residence,
 19 as well?
 20 A. He has a residence for business.
 21 Q. Does he live there, too?
 22 A. He lives there four nights a month.
 23 Q. Is that an apartment, house?
 24 A. It's an apartment.
 25 Q. Where is it exactly?

Page 56

1 A. Briar -- I think it's called -- I think
 2 it's called Briarwood Apartments and it's in Brick.
 3 Q. Does Melanie live there with him?
 4 A. No.
 5 Q. All right. So he lives there four
 6 nights a month, and the other times, he lives with
 7 you and Diane?
 8 A. Yes, he does.
 9 Q. Do you know why he's there four nights a
 10 month?
 11 A. He has his two girls.
 12 Q. Oh, okay. So when he takes the girls,
 13 he lives there, and when he doesn't have the girls,
 14 he lives with you?
 15 A. Correct.
 16 Q. Okay. When Melanie was there one day a
 17 week helping Diane, what kinds of activities would
 18 they do, if any?
 19 A. They would do stuff at home.
 20 Q. Like what?
 21 A. They would do coloring, dart board,
 22 doing things around the house, helping fold the
 23 laundry, spending time together, doing some talking,
 24 doing some writing of the alphabet, stuff in that
 25 nature.

Page 57

1 Q. Okay. Is Melanie some kind of
 2 therapist, schoolteacher? Do you know what Melanie
 3 does when she's not with you and Diane?
 4 A. I have no idea.
 5 Q. Never discussed it with her?
 6 A. Never discussed it with her, but I just
 7 got a good feeling about her.
 8 Q. Such as? Tell me. What do you mean by,
 9 "good feeling"?
 10 A. I just got a good feeling on the first
 11 time we met her. She was very -- a very giving
 12 person. She seemed to know something about medical
 13 stuff. Diane liked her very much. She stepped up
 14 when it was -- when Diane had to use the bathroom,
 15 when Diane had to use a shower, she stepped up. She
 16 was familiar with the safety regulations, the chair,
 17 the one-on-one eyeball contact.
 18 Q. Is it possible Jason's paying Melanie
 19 something and you don't know about it?
 20 A. Not to the best of my knowledge.
 21 Q. When did Melanie first show up to help
 22 you? I think you said 2013.
 23 A. It could have been 2013, but I'm not
 24 sure.
 25 Q. Does she come more in the summer than

Page 66

1 herself?
 2 A. By herself?
 3 Q. Yes.
 4 A. That has not come up yet.
 5 Q. Did Dr. Raval tell you Diane's abilities
 6 and disabilities?
 7 A. Yes, he did.
 8 Q. Can she navigate anything by herself?
 9 A. In the pool?
 10 Q. Yeah, in the pool.
 11 A. No.
 12 Q. I mean I understand that's your
 13 perception, but did he ever say don't leave Diane in
 14 the pool by herself?
 15 A. He never said that.
 16 Q. How big is the pool, depthwise?
 17 A. Oh, depthwise?
 18 Q. Yes.
 19 A. It goes from three feet, and I think it
 20 goes to five.
 21 Q. I think so.
 22 Okay. Has Diane ever expressed any
 23 interest in being in the pool by herself?
 24 A. No, she has not.
 25 Q. And you're not going to leave her in the

Page 67

1 pool by herself, I take it.
 2 A. You take it correctly.
 3 Q. Okay.
 4 MS. COSTIGAN: Off the record.
 5 (Discussion off the record.)
 6 Q. All right. Now, I asked you before
 7 about the monetary damages for this case and we went
 8 through the initial fee and the \$215 fee and the
 9 potential fees for moving out. Okay?
 10 A. Uh-hum.
 11 Q. How did you calculate \$100,000 that you
 12 claim you need, that you need for this case?
 13 A. Actually, I did that on the advice of my
 14 attorney.
 15 Q. And I don't want to hear anything about
 16 what your -- you and your attorney or attorneys
 17 discussed on this case.
 18 A. Okay.
 19 Q. And so don't share any of that
 20 information with me.
 21 However, I'm entitled to ask you how you
 22 calculated the hundred thousand dollars. What did
 23 you base it on?
 24 A. What did I base it on?
 25 Q. Yes.

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1 A. I was unable to come up with a figure.
 2 How do you put a figure on time lost with your spouse
 3 at a pool that she needs, when she needs
 4 reconstructive therapy? How do you put a price on
 5 being scorned in the neighborhood, not only by the
 6 Orthodox, but by the Christians who have decided to
 7 sell their house because of me? How do you put a
 8 price on that?
 9 Q. How do you --
 10 A. So, so I'll say I had done some
 11 research, monetary compensation due to people for
 12 this and that, and I was still in a quandary as to
 13 what figure to put out there, so on the advice of a
 14 friend of mine, I came up with that figure.
 15 Q. Who is your friend?
 16 A. The guy sitting right next to me.
 17 Q. I don't want to hear anything about
 18 those discussions, so, again, is the hundred thousand
 19 dollars based on anything or is that something that
 20 you just think is fair to resolve your case?
 21 A. I think it was fair of my friend to give
 22 me that figure.
 23 Q. Okay. Is it based on any hardcore
 24 calculations?
 25 A. "Hardcore"?

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1 Q. Is it --
 2 A. Moving expenses, maybe having to pay,
 3 pay to go up a notch on a -- looking for another
 4 place. Just the emotional damage of I'm 69 years old
 5 and I have to put up with some stuff I'm not happy
 6 with as an American citizen. I don't know how to put
 7 a price on that.
 8 Q. There's some allegations that your
 9 hundred thousand dollars was based on the pool fines.
 10 Is there any basis to that?
 11 A. The pool what?
 12 Q. Fines.
 13 A. Fines?
 14 Q. Fines, the \$50 fine up to the \$250
 15 fine.
 16 A. Not to the best of my knowledge.
 17 Q. Nothing to do with that?
 18 A. No.
 19 Q. Nothing about \$250 a day times however
 20 many days you couldn't swim in the pool, anything
 21 like that?
 22 MR. ROMAN: I'm going to just object to
 23 the extent that it's -- that was in the context of
 24 settlement discussions which are not admissible.
 25 Go ahead. You can answer.

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1 A. I had originally came up with a figure
 2 and I based it on \$50 for the first day, 150 for the
 3 second, 250 for the third, and when I came up with
 4 100 days that I was only able to use the pool from
 5 one to three, it was a hundred days, that if I wanted
 6 to stay longer, I'd pay the fine and the fine would
 7 have been 24 grand for me, ballpark, 24 grand for
 8 Diane, and that came up to about 48 grand for the two
 9 of us.
 10 Q. Okay.
 11 A. That was the only thing I -- and I based
 12 that on their fine schedule. I was fined \$50 for my
 13 first offense, and if I did it again, it would have
 14 been 150.
 15 Q. Did you pay the \$50?
 16 A. No, I did not.
 17 Q. Were you ever fined again?
 18 A. No, I was not.
 19 Would you like to know why?
 20 Q. Sure. Go ahead.
 21 A. I only stayed from one to three.
 22 Q. All right. So I understand now how you
 23 arrived at \$48,000.
 24 A. Thank you.
 25 Q. What about the loss of use of

Page 71

1 opportunity?
 2 A. The opportunity to use the amenity of
 3 the pool from eight in the morning to 9:00 at night.
 4 We lost out on that.
 5 Q. Okay. Were you out of pocket any monies
 6 for the summer of 2016, I mean hardcore money out of
 7 pocket from June of 2016 to September 2016 because of
 8 the pool regulations?
 9 A. No, just the maintenance fee, which I
 10 paid in full.
 11 Q. Right. You didn't go out and secure
 12 yourself a pool membership anyplace else --
 13 A. No.
 14 Q. -- did you?
 15 A. No, I did not.
 16 MR. ROMAN: Just let her finish.
 17 THE WITNESS: Okay.
 18 Q. You didn't go out and secure a health
 19 membership or a spa membership anywhere else, did
 20 you?
 21 A. I did not.
 22 Q. How about any kind of like Planet
 23 Fitness, pool membership anywhere else?
 24 A. No.
 25 Q. That's a health club pool membership.

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1 No?
 2 A. No.
 3 MR. ROMAN: They don't have pools, do
 4 they?
 5 MS. COSTIGAN: I don't know.
 6 MR. ROMAN: I'm kidding. Off the
 7 record.
 8 (Discussion off the record.)
 9 Q. Okay. So you bought into A Country
 10 Place and your testimony was Faye recommended it to
 11 Diane, you went to see the site, you liked it, you
 12 bought it. Fair enough?
 13 A. That's fair.
 14 Q. You made closing June 2013 right before
 15 the pool opened?
 16 A. That's fair.
 17 Q. Did you look at the pool before you
 18 bought?
 19 A. I'd say no.
 20 Q. Did you look at the makeup of the
 21 community to see if it had changed any?
 22 A. No, I did not.
 23 Q. Did you look at the Board to see if it
 24 had changed any?
 25 A. No, I did not.

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1 Q. Did you ask any neighbors and friends to
 2 see if anything had changed for the period that you
 3 were there from 2010 until 2013?
 4 A. No, I did not.
 5 Q. Did you go into the office and get your
 6 packet?
 7 A. Yes, I believe I did.
 8 Q. Did you register in the office?
 9 A. If I was supposed to, I guess I did, but
 10 I don't recall.
 11 Q. All right. So what kind of documents
 12 did you get, if any, from the Association when you
 13 moved back to the site?
 14 A. Don't recall.
 15 Q. Did you get the rules and regulations?
 16 A. I may have, but I don't recall.
 17 Q. Did you get the bylaws?
 18 A. I may have, but I don't recall.
 19 Q. Did you get the Master Deed?
 20 A. That, I know I -- that, I'm sure if I
 21 had gotten that, I would have recalled, I would have
 22 remembered. Didn't get that, to the best of my
 23 knowledge.
 24 Q. Did the office tell you about the pool
 25 regulations in place in 2013?

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1 A. No, they did not.
 2 Q. Were you aware of any pool regulations
 3 involving men and women swimming hours in 2013?
 4 A. There were none.
 5 Q. Did anyone advise you of any?
 6 A. For 2013?
 7 Q. Correct.
 8 A. No.
 9 Q. Did you swim in 2013?
 10 A. Yes, we did.
 11 Q. Did you swim the whole time or did you
 12 swim designated times?
 13 A. We swam whenever we wanted to.
 14 Q. And when you wanted to, were they
 15 particular times that you were able to swim?
 16 A. They were times would have been
 17 appropriate for my wife. Maybe she's having a good
 18 morning. She gets up early, so we'd get there at ten
 19 or 11:00. Maybe there were times after dinner when
 20 my son would come over and he would take her to the
 21 pool with me.
 22 Q. Did you ever have an opportunity to
 23 review the bylaws as amended May 14, 2010?
 24 A. I may have had the opportunity, but I'm
 25 sure I didn't.

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1 Q. Now, when you were at the site before,
 2 when you had your previous home, you said you
 3 attended Board meetings?
 4 A. Yes, I did.
 5 Q. And you were familiar with the way the
 6 Board operated. Correct?
 7 A. Yes, I was.
 8 Q. And at the Board meeting, that the Board
 9 discussed how it was going to maintain the common
 10 element?
 11 A. Common elements, yes.
 12 Q. And the pool is a common element.
 13 Correct?
 14 A. Yes.
 15 Q. And did they establish different
 16 procedures for the pool during that time frame? I'm
 17 not talking about pool hours, specifically, but, you
 18 know, cleaning, maintenance, stuff like that.
 19 A. I'm sure what was discussed was cleaning
 20 and maintenance.
 21 Q. And they're also in charge of snow
 22 removal. Correct?
 23 A. Snow.
 24 Q. Lawn care?
 25 A. Lawn care.

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1 Q. Road care?
 2 A. Road care.
 3 Q. Outside of the building?
 4 A. Sprinkler system, yes.
 5 Q. So the Board's in charge of all of those
 6 elements. Correct?
 7 A. Yes, they are.
 8 Q. And it takes care of those elements by
 9 hiring contractors or doing it in-house. Correct?
 10 A. Correct.
 11 Q. And did the Board keep the homeowners
 12 apprised of what it was doing with regard to the
 13 maintenance of the common elements?
 14 A. You're saying the first time we lived
 15 there?
 16 Q. Yes, the first time.
 17 A. Yes, they did.
 18 Q. They send out a monthly newsletter?
 19 A. Monthly Country Caller.
 20 Q. And every year, they've had a general
 21 meeting where everybody voted on --
 22 A. General meeting. That, I recall.
 23 Q. Is that all correct?
 24 A. First go around in -- yeah.
 25 Q. So you did have a basic understanding on

Page 77

1 how the Board worked in relation to the unit owners.
 2 Correct?
 3 A. First time around, I did, yes.
 4 Q. All right. Let's talk about the second
 5 time around.
 6 A. Okay.
 7 Q. So 2013, you said you don't recall what
 8 documents you had.
 9 A. Correct.
 10 Q. All right. So tell me, when did you
 11 first begin to have problems with the pool?
 12 A. Major problem or a minor problem?
 13 Q. Just problems with the pool, major,
 14 minor. That's your determination.
 15 A. 2015, the hours were cut back for coed
 16 swimming. I don't recall if they were cut down to
 17 maybe six hours per day, and it fit into my
 18 apportioned time with my wife, and I knew there was a
 19 religious reason in back of it, so I went along with
 20 that.
 21 Q. Did you make any complaints in 2015?
 22 A. No, I didn't. In 2015, nothing.
 23 Q. Okay.
 24 A. I just went along with the flow.
 25 Q. Now, in 2015, you realized there were

Page 78

1 some religious issues going on. Right?

2 A. I realized something was going on

3 religiously.

4 Q. What did you realize was going on?

5 A. I realized that due to a religious

6 custom, I was not able to use the pool 13 hours a

7 day.

8 Q. Did you realize why?

9 A. Religious custom.

10 Q. What kind of religious custom? Did you

11 have any understanding on what that was?

12 A. I researched some stuff on-line and

13 found out that the men and women don't swim together.

14 Q. In what religion?

15 A. The Jewish religion.

16 Q. Jewish Orthodox or Jewish, in general?

17 A. Don't recall.

18 Q. All right. So where did you get that

19 understanding that --

20 A. Computer, the internet.

21 Q. Who told you we're having Jewish

22 religious issues?

23 A. (No response.)

24 Q. At the site. Neighbors, friend, Board?

25 A. None of the above. Just stuff I picked

Page 79

1 up on the internet.

2 Q. How did you know that there were

3 religious customs? You must have gotten that

4 information from somewhere to enable you to do your

5 internet search.

6 A. Oh, when my hours were compressed to

7 about six hours a day.

8 Q. Yes?

9 A. I got that information from -- I don't

10 recall where.

11 Q. Did you attend a Board meeting and find

12 that out? Did you --

13 A. No, I did not.

14 Q. -- ask one of the Board members?

15 A. No, I did not.

16 Q. Did you realize your community was

17 becoming predominantly Jewish?

18 A. I realized something was going on that

19 my hours were compressed.

20 Q. Where did you get that understanding?

21 A. Internet.

22 Q. I understand you got the hours

23 compressed from the internet, but I want you to back

24 up.

25 How did you get this perception? Did

Page 80

1 you realize your neighbors were all turning Jewish or

2 the pool was becoming Jewish, I'll say?

3 A. The perception -- I don't know what

4 perception I got, but the perception I got was that

5 all of a sudden -- since 2001 to 2014, we could use

6 the pool any time we wanted, but in 2015, the hours

7 got compressed to maybe six hours a day, and I just

8 picked up -- maybe did I hear somebody say something?

9 Did I go into the office and hear something? Whoever

10 I heard it from, I don't recall who it was. I was

11 more concerned about taking care of my wife than I

12 was about calling this one or seeing Faye, who we

13 knew. I was just more concerned about taking care of

14 her and I was able to do what I had to do with her in

15 that time, so I just let it fly.

16 Q. All right. You told me about this

17 religious reasoning. What's your understanding of

18 what that is?

19 A. The men and women are not allowed to

20 swim together. That's it.

21 Q. Okay. So you understand that if the

22 pool were left open 24 hours or whatever it is, 13

23 hours a day --

24 A. Thirteen hours a day, yes.

25 Q. If the pool were left open from eight to

Page 81

1 nine every day, these Jewish folks couldn't swim at

2 all.

3 Do you understand that?

4 A. They can swim.

5 Q. Based on their religious beliefs, they

6 could not swim at all.

7 Do you understand that?

8 A. They're entitled to swim.

9 Q. I'm just asking about your

10 understanding. If that's not your understanding,

11 that's fair enough, but my question is did you

12 understand that pursuant to this Jewish Orthodox

13 religious belief, that men and women cannot swim

14 together?

15 A. I understand that's a custom of a

16 certain Jewish religion.

17 Q. Okay. And being that's the case, if the

18 pool were left open from eight to nine every day,

19 these people could not swim at all.

20 Do you understand that?

21 A. That's up to them.

22 Q. If that's not your understanding, that's

23 fine, but it's a yes or no.

24 Do you understand that?

25 A. I understand that.

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1 Q. Okay.

2 A. I understand they have the free choice

3 to not go in the pool or go into the pool.

4 Q. And so based on that understanding, I

5 take it in 2015, they set up men time, women time and

6 open time. Fair enough?

7 A. Fair enough with a lot -- quite of bit

8 of open time.

9 Q. And in 2016, it became more restrictive,

10 men, women, free time. Correct?

11 A. Down to two hours a day restrictive,

12 yes.

13 Q. And it was our understanding that prior

14 to 2015, it was all open swimming all the time?

15 A. All open swimming whenever the pool

16 hours were open.

17 Q. All right. Faye testified that when the

18 new pool was put in in 2010 into 2011, the

19 restrictions came into play.

20 Is that not your understanding?

21 A. Not my understanding at all.

22 Q. So, in other words, from 2011 to 2016,

23 there were always restricted times, men, women, open.

24 That's not your understanding?

25 A. My understanding, there were restrictive

Page 83

1 times in 2015 and 2016.

2 Q. Okay. Are your complaints strictly

3 based on the hours in 2016?

4 A. Strictly? Yes.

5 Q. Okay. You had no complaints in 2015.

6 Correct?

7 A. I didn't forge any.

8 Q. No complaints in 2014. Correct?

9 A. None.

10 Q. No complaints in 2013. Correct?

11 A. None.

12 Q. Okay. Other than the pool hours, you're

13 also complaining about the fine that they assessed

14 against you. Correct?

15 A. Yes, I am.

16 Q. Any other complaints, fines, pool hours?

17 What other complaints do you have against the Board

18 in 2016?

19 A. In 2016, the complaints against the

20 Board, I've been waiting eight months for a couple

21 answers to questions that I've posed publicly in a

22 meeting and through letters given to each Board

23 member separately, and I have not received a response

24 in eight months to maybe five questions.

25 Q. Anything else?

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1 A. I think that's it.

2 Q. Okay. Do you have any issue with the

3 Board's ability to actually assess a fine, in

4 general?

5 A. As a matter of fact, I do.

6 Q. And what do you base that on?

7 A. I think only police can issue fines.

8 Q. So you call that a police function, but

9 not necessarily a Board function?

10 A. I would say correct.

11 Q. All right. And the pool hours, your

12 problem is that the sexes can't swim together.

13 Right?

14 A. My problem is that the sexes can swim

15 together if they choose.

16 Q. No. But your specific allegation is

17 based on gender, that you want the ability to have

18 the men and the women swim together. Correct?

19 A. Yes, I do.

20 Q. Whenever they want. Correct?

21 A. Yes, I do.

22 Q. Okay.

23 A. I'm sorry if I lost you.

24 Q. That's okay. No, that's all right.

25 Have you had an opportunity to read your

Page 85

1 bylaws?

2 A. Yes, I believe I have. Maybe about --

3 yes, I have.

4 Q. All right. And when did you have that

5 opportunity?

6 A. About eight months ago.

7 Q. All right. And why did you read the

8 bylaws eight months ago?

9 A. I thought the Board was not conforming

10 to -- I guess I'm going to need this?

11 I thought possibly that the Board was

12 not conforming to the rules of order, rules of

13 conduct, Robert's Rules of Order. They did not have

14 an ADR in place, and I'm sure I skimmed through the

15 copy of the bylaws just to see if I had any reason to

16 go to the June 16th meeting.

17 Q. Where did you get the understanding that

18 the Board was not conforming to the rules of conduct?

19 A. By the notice that was posted on the

20 front door of the Association with the swimming pool

21 hours for June -- for 2016.

22 Q. So there was a notice posted on the

23 front door of the pool?

24 A. Yes, there was, a paper notice.

25 Q. Right. So the pool has two doors. Were

Page 94

1 with Faye about the cover up at the pool.
 2 Have you had any other discussions with
 3 the Board members in 2016 for any other reason at
 4 all?
 5 A. (No response.)
 6 Q. At the pool or anything else going on.
 7 A. I did have -- I did ask a question at a
 8 Board meeting and a member gave me a response.
 9 Is that what you're looking for?
 10 Q. And who is that, which guy, do you
 11 remember?
 12 A. The guy wearing the white shirt and the
 13 black pants.
 14 Q. That's all of them.
 15 A. I don't know their names.
 16 Q. Okay.
 17 A. I had asked -- I was told that when I
 18 asked how the pool hours came about, they said, well,
 19 200 members wanted those hours, and I said I'd like a
 20 list of those 200 names, being that you took a
 21 survey, and they said they'd have my answer by -- in
 22 two weeks, which would have been July 1st. Today is
 23 March 13th. I'm still waiting for an answer to that
 24 question.
 25 Q. Okay. Have you had any private

Page 95

1 discussions with the Board members about the pool or
 2 the fines or anything related to the site in 2016?
 3 A. Private discussions? None.
 4 Q. Okay. How about your neighbors, your
 5 friends, any discussions about this pool, the fine?
 6 A. I'll say no.
 7 Q. You allege some kind of harassment or
 8 intimidation. What's going on there? Tell me what
 9 that means.
 10 A. All the above.
 11 Q. Meaning what? When and where?
 12 A. At the pool at sometime in the end of
 13 June. It's 3:00, and at 3:00, a Jewish woman gets in
 14 the pool and says you had enough time, it's time to
 15 get out. This is a Jewish community.
 16 I was just getting ready to leave.
 17 Q. Okay.
 18 A. I decided to stay.
 19 Q. End of June 2016?
 20 A. It was around, yes. It was a Sunday in
 21 June.
 22 Q. That's when you got your fine. Right?
 23 A. That would have been the day. Thank
 24 you.
 25 Q. June 28th?

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1 A. Whatever that Sunday is. Yes.
 2 Q. Okay. And as a result of that, you got
 3 fined?
 4 A. Yes.
 5 Q. And what other instances of harassment,
 6 intimidation are you referring to?
 7 A. Well, none of my neighbors talk to me,
 8 whether they be Jewish or gentile. You know, the
 9 fact of that day that I was threatened with two
 10 Jewish men breaking my legs on --
 11 Q. What day was that, the same day?
 12 A. Same day.
 13 Q. June 28th, 2016?
 14 A. Yes, the same day.
 15 Q. Two Jewish men what?
 16 A. Were going to break my legs, and my son
 17 was told, my son, Jason, was told that the woman said
 18 I wish there was a crocodile in here so it could eat
 19 you up.
 20 Q. Who told him that?
 21 A. A Jewish woman. Her name is Prissy and
 22 she lives on Hedge Court. That's all I was able to
 23 find out about her.
 24 Q. And when was that?
 25 A. That would have been the same day I got

Page 97

1 the violation notice.
 2 Q. June 28th?
 3 A. All happened on the same day.
 4 Q. All happened on June 28th?
 5 A. It all happened on the same day.
 6 Q. Anything else happen other than on June
 7 28th?
 8 A. Yeah. As a matter of fact, it was
 9 something good happened that day.
 10 At about 4:15 in the afternoon, there
 11 was a Jewish woman who was lounging in the pool from
 12 3:00. Don't know her name. She came over to me in
 13 the pool. She cautioned me to the side. She said
 14 I've seen what's going on in this pool. I'm very
 15 upset about what's happened. She says I can
 16 understand you want to be in here with your wife.
 17 When my wife and I are in the pool,
 18 we're not swimming laps. We're doing exercises.
 19 She says is there any way we can get
 20 those women standing over there, is there any way we
 21 can get them into the pool, all Jewish women, and at
 22 4:15, I told her, I says my son and I will be out of
 23 the pool in 30 minutes, and she walked away from me
 24 and I called her back.
 25 I says, listen, my son and I will get

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1 What's your understanding of what that
2 means?
3 A. Well, my understanding is, I think it
4 means the majority of votes cast by members, being
5 the 376.
6 Q. Well, we talked about earlier the 125
7 where it says members, the quorum.
8 A. Oh, the quorum, yes. I'm sorry.
9 Q. So it's a majority of 125?
10 A. I would say if you say so, the majority
11 of votes cast by 125 members would do it.
12 Q. Well, I'm asking you whether it is your
13 understanding of this.
14 A. (No response.)
15 Q. Of this section.
16 A. That the Board would come back with a
17 rule or regulation and they'd have to get a majority
18 of votes cast by the members.
19 Q. Would that be for all rules and
20 regulations?
21 MR. ROMAN: Just objection.
22 You can answer.
23 A. I would say -- I would -- I still think
24 it would be a majority of the 376.
25 Q. Well, my question to you is is that all

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1 rules and regulations?
2 In other words, when they wanted to
3 hire a snow removal company, would that have to be
4 with the approval of a majority of votes cast by
5 members?
6 MR. ROMAN: Objection.
7 A. I'd say it would be a majority of votes
8 of the Board of Directors that run the daily
9 operation.
10 Q. Okay. Would that also include pool
11 regulations?
12 A. It could.
13 Q. All right.
14 A. It could.
15 Q. Let's look at paragraph 19, "Assessment
16 of fines."
17 A. Yes, I see that.
18 Q. So the Board has the power to assess
19 fines according to these bylaws. Right?
20 A. According to the bylaw in front of me,
21 yes, they do.
22 Q. So you're incorrect in your
23 understanding that only police can assess fines.
24 MR. ROMAN: Objection.
25 Q. Apparently, your bylaws provide the

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1 Board can assess fines.
2 MR. ROMAN: Objection.
3 A. I stand corrected.
4 Q. Okay. So you understand that the Board
5 has broad authority to act on behalf of its members?
6 MR. ROMAN: Objection.
7 Q. Do you agree with that?
8 A. As long as the Board is within the law,
9 so, no, I don't agree with you.
10 Q. Well, as long as the Board is within the
11 law, so as long as the Board --
12 A. Oh, as long as they're within the law,
13 yes.
14 Q. As long as the Board is affording
15 process to the majority of the members of the site.
16 Correct?
17 MR. ROMAN: Objection to form.
18 You can answer.
19 A. I'm going to have to disagree.
20 Q. Why do you disagree with that?
21 A. Because why should the little man be
22 stomped on? Where is my right to life, liberty and
23 the pursuit of happiness in my golden years?
24 Q. So your opinion, the Board has to, in
25 this particular case, open up the pool 13 hours a day

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1 to protect your right at the expense of its Jewish
2 Orthodox majority?
3 MR. ROMAN: Just objection. It's
4 covered. Asked and answered.
5 MS. COSTIGAN: The answer is the little
6 man. I'm asking him a different question.
7 A. The little man had gone before the Board
8 on June 16th and asked if they could give more than
9 two hours a day, and the Board said at that time,
10 they could not give two hours -- any more than two
11 hours a day.
12 Q. Is that what's making you angry, the two
13 hours a day that they wouldn't get you?
14 A. Some --
15 MR. ROMAN: Objection.
16 A. Some of it.
17 Q. Did you want an extra two hours a day or
18 do you want the pool open 13 hours a day every day?
19 A. I would have been happy, I would have
20 been happy to just get some more time like the time I
21 had in 2015.
22 Q. Did you tell them that?
23 A. No, I didn't.
24 Q. Why not?
25 A. Why should I?

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1 Q. Well, I understand that you're angry,
 2 but, now, you want it open 13 hours a day or do you
 3 want the pool open an extra two hours a day?
 4 MR. ROMAN: Objection.
 5 A. I'm sure you will remember the mediation
 6 we had a couple weeks ago.
 7 Q. We can't talk about the mediation.
 8 A. Okay. Then we won't talk about it.
 9 Let me just say from June 16th to the
 10 present, the two hours a day has been maintained by
 11 the Board as what they need.
 12 I have asked them six or seven
 13 questions, and over the eight-month period, all I've
 14 gotten was a \$50 fine. I just feel that the Board
 15 has not acted in good faith. I only asked for a
 16 little bit more time at the June meeting. I didn't
 17 ask for eight in the morning until nine at night. I
 18 asked for more time.
 19 Q. I'm asking you now, you want two hours a
 20 day or do you want 13 hours a day --
 21 MR. ROMAN: Just objection.
 22 Q. -- every day?
 23 MR. ROMAN: Just objection.
 24 You can answer.
 25 A. I would like more than two hours a day.

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1 Q. What is it that you want now? What are
 2 you complaining about at this moment sitting here at
 3 this deposition?
 4 MR. ROMAN: Objection. You can read our
 5 Complaint. It says they want the pool open 24/7.
 6 MS. COSTIGAN: Thank you, counsel, for
 7 your testimony, but I'm asking your client.
 8 MR. ROMAN: That's not testimony.
 9 That's the Pleading.
 10 A. In retrospect, I would like to see the
 11 pool open from eight in the morning till nine at
 12 night --
 13 Q. Well, thank you, after your client
 14 testified, but I'm asking you, sir. That's why I'm
 15 going to --
 16 MS. COSTIGAN: Please refrain from
 17 assisting your client with these questions.
 18 MR. ROMAN: Just for the record, he's
 19 already testified about what his goals were. He said
 20 he only wanted a couple more hours. You were not
 21 satisfied with that and you keep pressing him, so
 22 that's the basis of my objection.
 23 You know, you're not going to limit the
 24 scope of our Complaint by his testimony. I mean you
 25 have his testimony. He told you exactly what he

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1 wanted, but you're not going to limit the scope of
 2 our Complaint by this ridiculous question, so you can
 3 answer.
 4 MS. COSTIGAN: I'll ask you to refrain
 5 from the speaking objections.
 6 MR. ROMAN: It's not a speaking
 7 objection.
 8 MS. COSTIGAN: Absolutely.
 9 MR. ROMAN: You're not satisfied with
 10 the answers and I'm objecting to that because it's
 11 kind of harassing to ask someone the same question
 12 over and over and over again because you're not
 13 satisfied with the content of the answer.
 14 Q. You can answer the question.
 15 A. I, with all do respect, I thought I
 16 answered the question. Maybe I didn't, and in
 17 retrospect, I would like to see the pool open for
 18 those who want to use it for whatever the pool hours
 19 are. If it's eight in the morning till 9:00 at
 20 night, if people feel there's a need and -- I would
 21 like to see it open from eight in the morning,
 22 whatever the hours are, the open hours to the shut
 23 time, I would like to see it open for all 376 people
 24 who pay the same maintenance fee. They should be
 25 entitled to go there for any time during that

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1 parameter.
 2 Q. Let's look at your Verified Complaint
 3 which we marked as Curto-3. Your signature at the
 4 Verification on, it looks like 8/29/16.
 5 A. Would that be on the last page?
 6 Q. Last page.
 7 A. August 29th of '16, that's me.
 8 Q. You signed that. Correct?
 9 A. Yes, I did.
 10 Q. And you read over the allegations in
 11 this Verified Complaint. Correct?
 12 A. I believe I did.
 13 Q. Okay.
 14 A. Probably back in August and the
 15 beginning of September.
 16 Q. Let's look at paragraph 14.
 17 A. Yes. When we moved in, we could use the
 18 pool any time it was open.
 19 Q. So your testimony is there were no
 20 restrictions at that time. Right?
 21 A. There were no restrictions in 2013 or
 22 '14.
 23 Q. Seventeen. Let's talk about this pool
 24 therapy as rehab due to strokes.
 25 Where did you get the idea that pool

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1 therapy is good as rehab due to strokes?
 2 A. Primary care doctor, neurologist,
 3 members that worked at Shore Rehab the first time and
 4 the second time, and the internet.
 5 Q. Do you have a doctor saying that here,
 6 today? Any kind of doctor going to come into court
 7 saying pool therapy is good for your wife?
 8 A. I have documentation here somewhere in
 9 my big box of notes upstairs.
 10 Q. But I'm asking you here now.
 11 Do you have a doctor to come into court
 12 to say that pool therapy is good rehab for your wife?
 13 A. Do I have a doctor lined up?
 14 No, I do not.
 15 Q. Okay. Paragraph 19, you talked about
 16 2015 as the first time the Board began segregating
 17 pool hours by gender.
 18 A. Yes.
 19 Q. And you're certain of that, it started
 20 in 2015?
 21 A. To the best of my knowledge. It was
 22 like 11 to four. I'm not certain. I could be off on
 23 that, but it was more than two hours a day. It was
 24 enough for us to do what we had to do.
 25 Q. Let's look at paragraph 39.

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1 You allege that Jason wasn't allowed to
 2 speak on July 21.
 3 A. Yes. He came to a Board meeting that
 4 night with us.
 5 Q. What was his purpose for going to a
 6 Board meeting?
 7 A. What was the purpose?
 8 Q. Yes.
 9 A. He wanted to make a comment.
 10 Q. Which was what?
 11 A. Well, he wasn't able to make the
 12 comment. They shut him down.
 13 Q. Well, apparently, he attended one
 14 meeting where he was allowed to speak, and the second
 15 meeting, he wasn't permitted to speak.
 16 A. He attended the June meeting and he was
 17 allowed to speak. Then --
 18 Q. So what happened there?
 19 A. At the June meeting?
 20 Q. Yes.
 21 A. He was allowed to speak.
 22 Q. What did he say?
 23 A. What did he say?
 24 He made -- he brought to the attention
 25 that the Board had no second means of egress from the

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1 pool area.
 2 Q. Uh-hum.
 3 A. And the Board said that there was a
 4 means of egress and it was never locked.
 5 Well, the second means of egress is
 6 always locked unless the pool guys are coming in to
 7 do pool maintenance, or the building crew was coming
 8 in to do maintenance, and my son got the answer to
 9 his question at the June meeting.
 10 At the July meeting, he came to bring up
 11 the conversation of the pool again, and he was told
 12 he had to be on the Master Deed in order to ask a
 13 question.
 14 Q. And what do you mean by that? You said
 15 you never seen the Master Deed, so tell me what you
 16 mean by he had to be on the Master Deed.
 17 A. The Board said he could not speak unless
 18 he was on the Master Deed.
 19 Q. Those are your words. Is that what
 20 the --
 21 A. No, that's what the Board said.
 22 Q. The Board said he wasn't on the Master
 23 Deed?
 24 A. The Board said your son is not on the
 25 Master Deed. He is not able to speak at tonight's

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1 meeting.
 2 I did -- I'm still waiting eight months
 3 for a response to that question.
 4 Q. Do you have any idea what they meant by,
 5 "Master Deed"?
 6 A. I've never seen a Master Deed.
 7 Q. Did you look into it?
 8 A. Nope.
 9 Q. This issue with the egress, was that
 10 something Jason brought up on his own or was it
 11 something you wanted to know, as well?
 12 A. He's an architect.
 13 Q. Right. Did that issue ever come up
 14 again?
 15 A. The issue never came up again.
 16 Q. Is Jason part of this lawsuit?
 17 A. No, he's not.
 18 Q. Why not?
 19 A. You'd have to ask him that.
 20 Q. Did you ask him to be part of the
 21 lawsuit and he declined?
 22 A. No. I did not ask him.
 23 Q. Did he ask to be part of the lawsuit?
 24 A. No, he did not.
 25 Q. Paragraph 40. You said Jason holds the

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1 MR. ROMAN: Objection.
 2 You can answer.
 3 Q. Right.
 4 A. I wanted to approach all five members at
 5 the same time.
 6 Q. Was it your intent to embarrass the
 7 Board, harass the Board, intimidate the Board?
 8 A. Definitely none of the above.
 9 Q. So why would you read this at a public
 10 meeting?
 11 A. To get my point across.
 12 Q. To get their attention?
 13 A. Yeah.
 14 Q. And to advise them that you had some
 15 knowledge of the Roberts Rules of Order and you had
 16 gone on-line and looked up the FHA and you knew
 17 something about this type of gender discrimination.
 18 Right?
 19 A. Yes. I wanted to cover all my bases in
 20 one letter.
 21 Q. All right.
 22 A. In one meeting.
 23 Q. And what was your intent after you read
 24 this letter? What did you want the Board to do?
 25 A. I wanted them to do better than two

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1 hours a day for me and my wife.
 2 Q. But what exactly did you want them to
 3 do? Did you want them to open up the pool for 13
 4 hours a day?
 5 A. I wanted them to open it up for more
 6 than two hours a day.
 7 Q. Did you leave it with them that's what
 8 you wanted?
 9 A. I don't know how I left it. I
 10 understand the Board of Directors' protocol. I just
 11 don't like following it. I think that speaks for
 12 itself.
 13 Q. Well, yeah, you told them you're not
 14 going to follow it, you don't like following it. You
 15 didn't tell them you weren't going to follow it, did
 16 you?
 17 A. I said I don't like following it.
 18 Q. That doesn't mean you weren't going to
 19 follow it.
 20 A. I don't like following it.
 21 Q. Did you tell them I'm not going to
 22 follow it?
 23 A. Didn't tell them that night.
 24 Q. You told them it goes against the
 25 Federal Housing Act. Perhaps, the Board should

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1 construct a second pool to accommodate ladies swim
 2 and men's swim. Is that what you wanted? You want
 3 them to build another pool?
 4 A. It's up to them.
 5 Q. Well, actually, if they build another
 6 pool, they would have to charge all 376 units. Is
 7 that what you want?
 8 A. Why would they have to charge all 376?
 9 Q. They would have enough money to build
 10 another pool --
 11 MR. ROMAN: Objection.
 12 Q. -- at \$315 a month.
 13 A. I don't know --
 14 MR. ROMAN: Objection. Objection.
 15 You're arguing with the witness.
 16 A. I don't know what it's --
 17 MR. ROMAN: (Indicating.)
 18 I object. It's bordering on harassment.
 19 She's arguing with the witness. All hypothetical
 20 arguments.
 21 Q. You may answer.
 22 A. I don't know what a pool costs. I don't
 23 know if there would be a special assessment to those
 24 members who want a separate pool. I don't know
 25 whether those members could swim at another facility

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1 that would have restrictive hours, and the response I
 2 got from the Board was nothing.
 3 Q. Well, it appears to me that you were
 4 very angry when you went to this Board on this date
 5 and read this letter. Is that true?
 6 A. I don't think I was that angry, no. I
 7 was, truthfully, I was hoping I would get my point
 8 across.
 9 Q. Which is what, build a new pool?
 10 A. No, which is I would like more than two
 11 hours a day.
 12 Q. Well, your point was that you wanted
 13 them to build a second pool. That was what you said.
 14 MR. ROMAN: Objection.
 15 A. That was a suggestion.
 16 Q. And if they had taken up your suggestion
 17 and built a second pool, would this be a different
 18 lawsuit where you'd be suing them for increasing your
 19 assessment by tenfold?
 20 A. I have no idea.
 21 Q. Do you understand that \$215 a month paid
 22 by 376 residents allows the Board to maintain the
 23 common elements?
 24 A. I'm aware of that.
 25 Q. And do you understand that if

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1 going to be nice interaction between men and women,
 2 maybe people of color, and I think that would help my
 3 wife's mental stability a lot.
 4 Q. Would it also help your mental
 5 stability?
 6 A. Knowing that my wife is better?
 7 Absolutely.
 8 Q. Now, the pool therapy, I take that if
 9 your doctor advises pool therapy, that would be 12
 10 months out of the year. Right?
 11 A. Pool therapy is when needed.
 12 Q. Which is when?
 13 A. At liberty.
 14 Q. Twelve months out of the year or a few
 15 months when this pool is open?
 16 A. Ad-lib.
 17 Q. Ad-lib?
 18 A. Ad-lib.
 19 Q. During the months this pool is not open,
 20 do you take your wife to pool therapy someplace else?
 21 A. I did not.
 22 Q. Why not?
 23 A. Did other things.
 24 Q. Did you guys join a pool somewhere else
 25 during the months that this pool is not open?

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1 A. No, we did not.
 2 Q. From 2013 until today, the pool is only
 3 open, basically, three months out of the year. For
 4 the other many, many months, does your wife do pool
 5 therapy anywhere else?
 6 A. No.
 7 Q. Now, are you selling your house for a
 8 better climate?
 9 A. No.
 10 Q. Where are you going to buy your next
 11 property?
 12 A. Probably senior community in Lakewood,
 13 as I discussed. Probably Leisure Village East.
 14 Q. Does that have a pool 24/7?
 15 A. It has a pool open, I'd say, maybe 12
 16 hours a day.
 17 Q. Summer months or year round?
 18 A. Summer months.
 19 Q. If your wife needs pool therapy all the
 20 time, why didn't you enroll her in some kind of pool
 21 where you guys could go swimming the other eight
 22 months out of the year?
 23 MR. ROMAN: Objection.
 24 A. She doesn't need pool therapy all the
 25 time.

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1 Q. When does she need pool therapy, when --
 2 A. Ad-lib.
 3 Q. -- you decide?
 4 A. Ad-lib.
 5 Q. Who decides when she needs it and when
 6 she doesn't?
 7 A. I decide.
 8 Q. Okay. Let's look at the next letter of
 9 Lusardi-3.
 10 (Discussion off the record.)
 11 (A recess is taken at 1:47 p.m.)
 12 (The deposition is resumed at 1:49 p.m.)
 13 BY MS. COSTIGAN:
 14 Q. Ready?
 15 We are looking at Lusardi-3. Lusardi-3.
 16 A. Yes, we are.
 17 Q. Okay. This is a letter you wrote to the
 18 Board or made another statement. You tell me.
 19 A. The letter of July 1st?
 20 Q. Yes.
 21 A. Okay. This was a letter that I actually
 22 dropped off with my maintenance check on July 1st and
 23 I gave five copies of this letter to the girl -- to
 24 the secretary. Her name is Jerri or --
 25 Q. Jesse?

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1 A. Jesse, yeah. Okay. I gave her a copy
 2 and I said could you please give each Board member a
 3 copy of the letter, and I think she did.
 4 Q. Okay. Why did you write this letter?
 5 A. Well, I guess I hadn't -- being that I
 6 got a no response at the June meeting, I wanted to
 7 officially let the Board know that I'm waiting for an
 8 answer, and these were just some of the questions
 9 that I had. I needed to know the fine process, and I
 10 didn't receive a notice -- I didn't receive a
 11 hearing, and, basically, that was it.
 12 Q. All right. Well, let's go through the
 13 page -- first page of the letter.
 14 A. Yeah.
 15 Q. It says here you checked the bylaws and
 16 the regulations established for the well-being of the
 17 homeowners who live here.
 18 Do you see that?
 19 A. Yes.
 20 Q. If you checked the bylaws and the
 21 regulations as we just went through, you would have
 22 realized the Board had the power to fine. Right?
 23 A. Yes.
 24 Q. So why are you writing that up?
 25 A. Why did I bring that up?

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1 pool without using the key fob to gain access.
 2 Q. So how is that detrimental? In other
 3 words, why does the matter?
 4 A. Well, why did the Board have the back
 5 door of the clubhouse -- you have -- to get to the
 6 pool, you have to use a key fob. There must have
 7 been a good reason for that.
 8 Q. It must be security. Right?
 9 A. Yeah, but the side door has no security.
 10 Q. So is that what you're trying to tell
 11 them?
 12 A. I'm trying to say that the side door is
 13 not secure except for certain people to come in and
 14 out, and it bothered me.
 15 Q. Did you bring that to the attention of
 16 the Board before July 1st?
 17 A. I brought that to the Board's attention
 18 in this letter.
 19 Q. Right.
 20 A. Dated July 1st.
 21 Q. Right. Did you tell them it was a
 22 security problem, you had a problem with security at
 23 the pool?
 24 A. No, I didn't. If they had responded to
 25 that question and wanted to know what my concern was,

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1 perhaps I would have said. Anybody knowing that code
 2 combination can get in the side door rather than
 3 using the key fob.
 4 Q. But that has nothing to do with the pool
 5 hours. Right?
 6 A. I don't think so.
 7 Q. Or the fine?
 8 A. No.
 9 Q. All right.
 10 A. No.
 11 Q. Second request, "With special attention
 12 to pool hours" -- excuse me -- "to pool rules for
 13 2016, at what meeting were the approved" -- "were
 14 they approved by the Board, fining process approved
 15 and placed into the minutes, and I would like a copy
 16 of those minutes."
 17 Okay. Were you under the impression
 18 that the pool hours were approved by the majority?
 19 MR. ROMAN: Just objection.
 20 You can answer.
 21 A. I was saying that the pool members
 22 were --
 23 Q. Right here, it looks like you want a
 24 copy of the minutes --
 25 A. Where it was approved.

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1 Q. By the Board only?
 2 A. Yeah. I wanted to know what meeting
 3 they approved the two-hour schedule.
 4 Q. All right. So you understand that the
 5 Board approved it, but it wasn't voted upon by the
 6 body?
 7 A. No.
 8 Q. Right?
 9 A. No.
 10 Q. Did you understand that at that time?
 11 A. I understood that the Board put a piece
 12 of paper up on the front door of the building that
 13 said these are the pool hours, and I was just asking
 14 them at what meeting was that discussed.
 15 Q. Public meeting or --
 16 A. Public meeting. Monthly meeting.
 17 Q. Okay.
 18 A. The third Thursday of every month. I
 19 just wanted to know what meeting that was discussed
 20 at.
 21 Q. All right.
 22 A. And I wanted a copy of the minutes to
 23 see if it was done a legal way.
 24 Q. Which is what way? What is a legal way,
 25 in your opinion?

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1 A. There's an open meeting, they discuss
 2 something, they vote on it with people present and
 3 it's passed for all to know.
 4 Q. What if it was done at a work meeting?
 5 You know what a work meeting is. Right?
 6 A. I know what a work meeting is. A work
 7 meeting usually precedes a formal meeting.
 8 Q. What if it was done at a work meeting?
 9 A. I would say a work meeting -- minutes of
 10 that meeting where a vote is taken would have to be
 11 made at the open public meeting.
 12 Q. Request number three, "The swim time
 13 schedule was approved on the request of 200 members.
 14 I would like that list also."
 15 A. Yeah. That's what I was told at the
 16 June 16th meeting, one of the Board members. 200
 17 people. We took a survey.
 18 I said how many people wanted it?
 19 Two hundred people. Right off the top
 20 of his head, 200, and in July, I'm just asking I'd
 21 like that list of 200 people.
 22 Q. Did you ask him how they took the
 23 survey?
 24 A. No, I didn't.
 25 Q. Whether it was done home to home, at the

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1 pool or otherwise?
 2 A. Didn't get to that point.
 3 From the answer I got from the Board
 4 member at that time and the attitude in which my
 5 question was answered, I was not going to proceed
 6 into a pissing fight, if I use that term, at an open
 7 Board meeting to embarrass the Director or myself.
 8 Q. But you did nothing between that meeting
 9 and this letter?
 10 A. Nothing with regard to -- no. I let it
 11 drop.
 12 Q. Did you ask to go to a work meeting so
 13 as not to embarrass the Board or yourself, as you
 14 just said?
 15 A. No, I did not.
 16 Q. Did you ask for a private meeting, maybe
 17 just you and Faye?
 18 A. No, I did not.
 19 Q. In other words, did you do anything at
 20 all to try to work this out from June 16th to July
 21 1st with anyone on the Board?
 22 A. No, and I may say from my first meeting
 23 on June 16th, no one from the Board ever approached
 24 me.
 25 Q. Let's look at the next one which is July

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1 22nd, Lusardi-4.
 2 A. Yes.
 3 Q. Okay. Is this another letter you wrote?
 4 A. Yes. My son was allowed to talk at the
 5 June 16th meeting. In July, they said he couldn't
 6 talk, he had to be on the Master Deed, and I wanted
 7 to know what changed from one month to the next.
 8 "Please provide with a bylaw provision
 9 which states a legal resident has to be on the Master
 10 Deed in order to ask a question."
 11 I'm still waiting for that response.
 12 Q. Well, it looks like you got one on July
 13 27th.
 14 A. On July 27th?
 15 Q. Right, which is Lusardi-5.
 16 A. Oh, that would be the one that they
 17 addressed to Mr. Luscardi, L-u-s-c-a-r-d-i.
 18 Q. Is that you, at [REDACTED]?
 19 A. Oh, that's me.
 20 Q. Okay then. So it says they received
 21 your note of July 21.
 22 A. Right.
 23 Q. Do you see that?
 24 A. Yes, I do.
 25 Q. And is that the letter we just marked

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1 and went through?
 2 A. Yes.
 3 Q. Okay. It tells you about the fines,
 4 where they are.
 5 Do you see that?
 6 A. Yes.
 7 Q. And they answer question number one.
 8 MR. ROMAN: Objection to the form.
 9 You can answer.
 10 A. (No response.)
 11 Q. Do you see that?
 12 A. Yes, I do.
 13 Q. They talk about your safety, so they
 14 addressed some more concerns of your letter.
 15 A. Yes.
 16 Q. Do you see that?
 17 A. Yes.
 18 Q. They talk about their concern to serve
 19 the vast majority of the community.
 20 Do you see that?
 21 A. It says, "As per counsel," and in a
 22 subsequent letter, I had asked who was the counsel
 23 and was that counsel related to any member of the
 24 Board.
 25 I still haven't gotten a response from

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1 that.
 2 "As per counsel." Who?
 3 Q. Well, we produced a letter from the
 4 counsel to the Board.
 5 A. There's a letter there.
 6 Q. Yeah.
 7 A. Well, I never got anything in eight
 8 months.
 9 Q. Okay.
 10 A. As you're aware.
 11 Q. Well, it says your -- "We are within our
 12 rights to serve the vast majority of the community,
 13 even though we also provide and are considerate for
 14 the minority."
 15 A. Yes. That's --
 16 Q. "You are inconsiderate of the majority
 17 and wish for minority rule. This is not our
 18 community," so they explain to you what their issue
 19 is.
 20 Do you see that?
 21 A. Yes, I do see that, and I did not like
 22 being considered in the minority rule.
 23 Q. Well, you didn't like this letter. I
 24 understand that, but this is a response to your
 25 concerns, is it not?

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1 A. So it's a response to something.
 2 Q. Then it says, "As to your question on
 3 July 22nd, we were advised by our counsel, again,
 4 only homeowners are permitted to attend open
 5 meetings. We were courteous and did not remove your
 6 son because you were unaware of that law. Please do
 7 not have him attend again."
 8 A. Yes.
 9 Q. Now, you do understand that this is a 55
 10 and over community. Right?
 11 A. Yes.
 12 Q. So at least one member of the household
 13 or people living in it have to be 55 in order to even
 14 buy into the community. Correct?
 15 A. Yes.
 16 Q. And if the Board were allowed every
 17 member of every household to speak at these meetings,
 18 they would be there, essentially, very long evenings.
 19 Right?
 20 MR. ROMAN: Objection to the form.
 21 You can answer.
 22 A. The meetings are very short.
 23 Q. So, in other words, giving you a
 24 response as to why Jason can't speak.
 25 A. I have never seen on the Master Deed

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1 where it says you have to be on the Master Deed in
 2 order to speak at a meeting.
 3 Q. But you told me that they never
 4 responded to your letter of July 1st when it looks
 5 like, to me, they responded exactly on July 27th.
 6 A. If that's what you say, that's what you
 7 say.
 8 Q. Does it look like it's not a response?
 9 A. (No response.)
 10 Q. Did you not receive the letter?
 11 A. I received the letter.
 12 Q. All right. You weren't happy with the
 13 answers. Right?
 14 A. No, I was not happy.
 15 Q. But you did get a response?
 16 A. Yes, I did get a response.
 17 Q. They didn't ignore your requests?
 18 MR. ROMAN: Objection to the form.
 19 You can answer.
 20 MS. COSTIGAN: His words.
 21 MR. ROMAN: No. I'm just objecting to,
 22 basically, the foundation.
 23 A. On channel 77 of the TV lists A Country
 24 Place events and it states that on March, whatever it
 25 is, there's going to be a Board meeting, and it says

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1 all residents are entitled to attend. It doesn't say
 2 a resident has to be on the Master Deed. It says all
 3 residents may attend. It says that every month,
 4 which is why my son attended the June meeting and the
 5 July meeting, so when it says, "all residents," does
 6 that mean all residents or --
 7 Q. According to the Board, it means if
 8 you're on the Master Deed.
 9 A. All residents on the Master Deed may
 10 attend.
 11 Q. According to the Board, that's what it
 12 says.
 13 A. Okay.
 14 Q. According to the Board and what you say.
 15 A. So all residents on the Master Deed may
 16 attend, not that I'll be attending any more meetings.
 17 Q. Again, my question to you is the July
 18 27, 2016 letter does respond to your concerns of July
 19 1 and July 21. Right?
 20 MR. ROMAN: I just want to say it's July
 21 1 and July 22nd. I think it's a typo.
 22 MS. COSTIGAN: I think you're right.
 23 A. The Board did not answer my questions.
 24 Q. Which ones didn't they answer?
 25 A. In this letter. It says, "Fines are

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1 referenced in the bylaws." I was looking for
 2 specific fines, not having a dog on a leash, parking
 3 a car on the street. I didn't get that.
 4 Q. Okay.
 5 A. The open Board meeting. Concerns
 6 regarding the safety of the time I was in the pool.
 7 I should have called the police. My accusation is
 8 specious and spurious.
 9 I take blatant offense to those two
 10 words, if you know what they mean. That didn't help
 11 my cause.
 12 ACP is a private association, as per
 13 counsel. I still don't know who the counsel was that
 14 advised them.
 15 They have the right to serve the vast
 16 majority and I still don't know if that counsel was
 17 related to one of the Board members, so they
 18 didn't -- there's questions here that weren't
 19 answered to my satisfaction, no.
 20 Q. Okay. Did you follow up with a letter
 21 saying dear Board, you didn't answer my questions to
 22 my satisfaction, here's more questions?
 23 A. No, I didn't.
 24 Q. Why not?
 25 A. What was the point?

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1 Q. I'm asking you, sir, why not?
 2 A. There was no point. That's why.
 3 Q. Okay. Now, were you offended by the
 4 fact that you were called minority and inconsiderate?
 5 A. I didn't think I was inconsiderate and I
 6 didn't wish for minority rule. Those are words they
 7 used.
 8 Q. Yes, but I'm asking you were you
 9 offended by those terms?
 10 A. I think I might have been at the time.
 11 Q. And you said you were offended by
 12 "specious" and "spurious," as well.
 13 A. Yes, I was explicitly that.
 14 Q. Well, did you go back to the Board and
 15 say, look, Board, I'm offended by this letter?
 16 A. No, I didn't.
 17 Q. Okay. Why not?
 18 A. What was the point?
 19 Q. Did you try to call Faye and say, look,
 20 Faye, I'm offended by this Board?
 21 A. No. This letter of July 27th sort of
 22 let me know that it was going to be their way or the
 23 highway for me, and I chose to take the highway, as
 24 you know.
 25 Q. Let's look at the next letter, July

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1 28th.
 2 A. Oh, okay.
 3 Q. This is the incident of July 24th.
 4 Right? The cover-up incident, we'll call it.
 5 A. Yes. Yes.
 6 Q. And this is when Faye told you to cover
 7 up?
 8 A. Yes, she advised me to cover up.
 9 Q. That's what you believe.
 10 I told you Faye said she was offended by
 11 the bikini, so that's why I asked you all the
 12 questions about the granddaughters.
 13 A. Never knew anything about the bikinis
 14 until just now.
 15 Q. Okay.
 16 A. She specifically looked at me while
 17 sitting in the chair and she said cover up.
 18 Q. Yeah, but --
 19 A. She specifically looked at me. Cover
 20 up.
 21 Q. Was it possible she didn't want to
 22 offend your granddaughters?
 23 A. I have no idea.
 24 Q. Okay.
 25 A. I don't know what's possible. I don't

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1 know why she would be sitting there at 3:00 with the
 2 change of coed from -- from coed time to ...
 3 Q. Women time?
 4 A. To women time, yeah.
 5 Q. Correct?
 6 A. I don't know why.
 7 Q. You talk about, "through harassment,
 8 intimidation, death threats."
 9 When did you receive a death threat?
 10 A. Well, that was a death threat to my son.
 11 Q. About what, the alligator or crocodile
 12 incident?
 13 A. Yeah.
 14 Q. All right. You took that to be a death
 15 threat?
 16 A. Oh, yeah. Absolutely.
 17 Q. "And my legs being broken, I can't use
 18 the pool, you are doing a fantastic job of that," so
 19 you're accusing the Board of intimidating you and
 20 harassing you through its members. Right?
 21 A. Yes.
 22 Q. And you're asking, "When will the
 23 harassment stop?" Right?
 24 A. Yes.
 25 Q. But you told me today that there's,

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1 basically, one incident of this harassment and
 2 intimidation. That happened in the day when you were
 3 in the pool with your son?
 4 A. Yes.
 5 Q. And your granddaughters?
 6 A. Yes.
 7 Q. Okay. So was there a period of several
 8 events of harassment and intimidation or was it just
 9 one event?
 10 A. Actually, I think the intimidation
 11 started on June 16th when I asked -- my letter, which
 12 we know, and I received not a response from the
 13 Board.
 14 Q. You took that to be harassment?
 15 A. I took that to be -- I took that to be
 16 not giving me an answer to a question.
 17 Mr. Lusardi, we can talk about this in
 18 private tomorrow. How about that? I got nothing
 19 from the Board.
 20 I took that as intimidation, I don't
 21 know. I took that as disrespect to a member of the
 22 community.
 23 Q. All right. Disrespect, you'll agree
 24 with me, is different than harassment. Right?
 25 A. The nonvocal issue, that could be

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1 harassment. That could be harassment. Not giving me
 2 an answer.
 3 Q. Disrespect is different than
 4 intimidation, is it not?
 5 A. It's a matter of semantics. I guess it
 6 is.
 7 Q. Disrespect is different than a death
 8 threat, is it not?
 9 A. I guess it is.
 10 Q. So you're asking them, "When will the
 11 harassment stop?" You want them to do what, sir?
 12 A. Embarrassing me by saying cover up, my
 13 letter to Faye, when will the harassment stop?
 14 Q. So you want her to stop telling you to
 15 cover up? Is that what you wanted the Board to do?
 16 A. I suppose, in general, yes.
 17 Q. Did she explain to you that your being
 18 in the state of attire or the girls is offensive to
 19 her because of her religion?
 20 She's always covered up. Right?
 21 A. All the women in there are.
 22 Q. Right. They're always covered up.
 23 A. Right. She did not explain that it was
 24 my granddaughter. She looked at me and said, Steve,
 25 cover up.

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1 Q. All right. I just explained to you what
 2 Faye testified to, the bikini incident. She calls it
 3 the bikini incident.
 4 A. That's fine.
 5 Q. Okay.
 6 A. That's fine.
 7 When people leave a pool, are they
 8 leaving in a tuxedo or are they leaving there in
 9 swimming attire?
 10 Q. Well, when the women are leaving the
 11 pool at A Country Place, apparently, they're covered
 12 up, and when the men are leaving the pool at A
 13 Country Place, apparently, they're covered up in
 14 their separate hours, so if you're not covered up,
 15 that's offensive to this religion-based community.
 16 MR. ROMAN: Objection. There's no
 17 question pending.
 18 Q. Do you understand that?
 19 MR. ROMAN: And objection to the form.
 20 A. I understand -- I think I understand one
 21 thing from this meeting, and I will keep that to
 22 myself right now.
 23 Q. Let's go to July 31st letter.
 24 A. Yes. I never got a copy of the fine
 25 schedule for pool violations.

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1 Q. Now, the letter of July 31st, I marked
 2 as Lusardi-7. Right?
 3 A. Yeah.
 4 Q. Okay. Now, you say that you did receive
 5 a letter of July 29th. Right?
 6 A. Yes.
 7 Q. And that's the letter we went through.
 8 Correct?
 9 A. Yeah, and it says I am still not clear
 10 on several matters.
 11 Q. But the letter was July 27th. You
 12 referred to it as July 29th.
 13 Was there two letters?
 14 A. The Board wrote the letter on the 29th.
 15 Evidently, I received it on July 29th.
 16 Q. Okay. Fair enough.
 17 A. Fair enough.
 18 Q. You say, "I'm not clear on several
 19 matters," and so you go ahead and you tell them what
 20 you're not clear about.
 21 A. Yeah. I needed a copy of the actual
 22 violations. I didn't get that.
 23 They said fines are referenced. I
 24 couldn't find referenced fines in the bylaws, rules
 25 and regulations.

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1 I even went into the office on July 1st
 2 and asked Jesse. Jesse, could I have a copy of the
 3 rules and regulations, again, of the fining process,
 4 of the list of violations, you know, leaving trash
 5 cans out, et cetera.
 6 She said, Steve, I have nothing to give
 7 you, so I thought if ...
 8 Q. Look on page two at the bottom.
 9 You say, "P.S. Seeing is believing."
 10 What is that about?
 11 A. Oh, yeah. I can almost get -- my last
 12 sentence was --
 13 MR. ROMAN: She just asked what that
 14 means.
 15 A. "Seeing is believing."
 16 I can almost guarantee that when the
 17 Board provides me with the documents that I request,
 18 that you will not hear from me again.
 19 In other words, if I had gotten my
 20 responses to the questions I had requested, seeing
 21 those responses and absorbing those responses, they
 22 would not hear from me again. "Seeing is believing."
 23 That's what I meant on that.
 24 Q. After this letter, did you make another
 25 attempt to try to talk to the Board?

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1 A. No.
 2 Q. Well, by this point, we're at July 31st.
 3 Right?
 4 A. Yes.
 5 Q. So all of June had gone by and all of
 6 July had gone by?
 7 A. There was six weeks went by.
 8 Q. Well, more like eight weeks.
 9 A. Call it eight weeks.
 10 Q. And for those eight weeks, were you
 11 swimming in the pool?
 12 A. From one to three.
 13 Q. Every day?
 14 A. No.
 15 Q. Did you swim on Saturdays?
 16 A. Saturdays, weather permitting.
 17 Q. Did you swim during the men hours?
 18 A. On?
 19 Q. Every day. For every day, there were
 20 six hours just for men?
 21 A. Yes, there was.
 22 Q. Yes. Did you swim during those hours?
 23 A. Well, who was going to stay home with my
 24 wife?
 25 Q. Jason?

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1 A. Jason works.
 2 Q. Melanie?
 3 A. I swim with my wife. I'm her main
 4 caretaker. I swim with her at the hours they
 5 provided.
 6 Q. Of the 13 hours a day, are you aware
 7 that seven of them are female hours?
 8 A. Yes.
 9 Q. And six of them are male hours?
 10 A. Yes, I am aware.
 11 Q. So is it your testimony you never swam
 12 during the six male hours a day?
 13 A. My testimony is I never swam for the men
 14 hours only.
 15 Q. Did you understand that you could swim
 16 for the men hours?
 17 A. Yes, I did understand that.
 18 Q. And so you weren't precluded from going
 19 in the pool at that time. Right?
 20 A. I wasn't precluded?
 21 No, I was able to go in the pool by
 22 myself.
 23 Q. Okay. You just didn't choose to.
 24 Right?
 25 A. I chose to stay with my wife, yes.

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1 Q. I agree with that.
 2 A. Yeah.
 3 Q. So six times a day for six days is 36
 4 hours that you could swim in the pool if you wanted
 5 to, right, without your wife?
 6 A. If six times six is 36, yes.
 7 Q. And then 13 hours on Saturday, that
 8 would give you 49 hours in the pool. Right?
 9 A. Yeah, but I'm not getting up to be at
 10 the pool at 8:00 on a -- on a morning. I'm not doing
 11 that.
 12 Q. But those are women hours, anyway.
 13 A. Okay. Well, I'm not ...
 14 Q. It looks like you could swim every night
 15 of the week, I think, just about.
 16 A. For men hours?
 17 Q. Yes,
 18 A. Yes, I could, yes.
 19 Q. So that would be 49 hours a week, you
 20 could swim. Right?
 21 A. Yes, I could, on the men-only time, yes.
 22 Q. And your wife could actually swim with
 23 Melanie or with another female or by herself for
 24 seven hours a day?
 25 A. She could.

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1 Q. And that would be 42 hours plus 13, so
 2 that would actually be 55 hours a week, she could
 3 swim?
 4 A. That's right. You're absolutely correct
 5 on all those numbers.
 6 Q. Okay. So you weren't precluded from
 7 swimming in the pool for 49 hours a week. Right?
 8 A. I was precluded?
 9 Q. You were not precluded. No one said,
 10 Mr. Lusardi, you can't swim in the pool for 49 hours
 11 a week. Right?
 12 A. That is correct.
 13 Q. And no one said, Mrs. Lusardi, you can't
 14 swim in the pool for 55 hours a week. Correct?
 15 A. That is correct.
 16 Q. In fact, it's just the opposite.
 17 A. We wanted to swim together as husband
 18 and wife.
 19 Q. I understand that. Joint swimming.
 20 Right?
 21 A. Yeah, husband and wife, coed swimming.
 22 Q. Let's look at the next document,
 23 Lusardi-8.
 24 A. This little --
 25 Q. Yes. This is the Caller.

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1 Is that your handwriting at the bottom?
 2 A. Caller received August the 4th. Yes, it
 3 is.
 4 Q. Okay. Now, you make some allegations
 5 that you thought this was directed to you. Right?
 6 A. I think I did.
 7 "If you have a child residing with you,
 8 he cannot attend the meeting."
 9 Yeah, that was directed towards me,
 10 yeah.
 11 Q. Well, are there other children in the
 12 community?
 13 A. I have no idea.
 14 Q. There's 376 residents in the community?
 15 A. Yeah.
 16 Q. Do you believe that the other people
 17 have children living with them, adult or not?
 18 A. I have no idea.
 19 Q. Okay.
 20 A. It's not my concern.
 21 Q. So why do you think this is directed to
 22 you? If you were the only one with a child living
 23 with you, I might agree with you, but --
 24 A. I just had the intuitiveness because
 25 there were several things in here that they wanted to

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1 address towards me indirectly.
 2 "They cannot attend the meeting. We
 3 cannot proceed if they are in attendance."
 4 That was what we did discuss.
 5 Fines, I had asked about the fines.
 6 They said fines are referenced, but I never got a
 7 list of the fines, fine for this, fine for that.
 8 The sliding fee.
 9 Q. It tells you Leisure Village has 70 fine
 10 areas. They have very few fine areas.
 11 A. "We have very few fines and we don't
 12 impose so many."
 13 If there's very few, why couldn't I get
 14 a list of ten things? Not walking your cat is a
 15 fine, parking on the wrong side of -- leaving the
 16 trash can. I never got a list of anything.
 17 Q. Well, the rules and regulations talk
 18 about all the things you can and cannot do.
 19 Would it make sense that those would be
 20 the fines?
 21 A. And there's a -- and the rules and
 22 regulations, it says if you walk a cat without a
 23 leash, that's a fine.
 24 Q. If you walk a cat without a leash?
 25 A. Yeah.

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1 Q. I don't know.
 2 A. I don't know, either, but I couldn't see
 3 it.
 4 Q. Did you look at the rules and
 5 regulations? You said you did in one of your
 6 documents.
 7 A. I'm sure -- if I did, I would have
 8 remembered that and I wouldn't have had to have been
 9 forced to ask the question.
 10 The sliding scale fee. That was because
 11 of my \$50 fine and they were going to boost it up,
 12 and they talk about the vast majority. That term was
 13 used in a letter they sent to me.
 14 "As per counsel, the vast majority rules
 15 over the minority." That's got to be aimed at
 16 somebody, and it's got to be aimed at me.
 17 Q. Did you ever run for the Board?
 18 A. Excuse me.
 19 Q. Did you ever run for the Board?
 20 A. For the Board of the A Country Place,
 21 no.
 22 Q. Were you ever on the Board of Directors
 23 as appointed?
 24 A. At A Country Place, no.
 25 Q. Did you ever get on any committee?

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1 A. At A Country Place?
 2 Q. Yes.
 3 A. No. No, I did not.
 4 Q. Were you ever a delegate?
 5 A. No, I was not.
 6 Q. How about on any kind of grounds
 7 committee, committees such as those?
 8 A. No, but I can recall when I first moved
 9 into town, they had the community broken into like
 10 eight sections where members would get together and
 11 there was delegate and four or five people will get
 12 together. I recall going to several meetings, but at
 13 the time, there was nothing really going on. I went
 14 to a few meetings and there was nothing going on, so
 15 I did not -- I know I went to several meetings going
 16 back to 2001. I wanted to see what was going on, if
 17 I could be helpful. There wasn't nothing going on.
 18 Q. Did you talk to Marie about her being a
 19 delegate?
 20 A. No. I know she was and that's the
 21 extent of it. I didn't need to know any more.
 22 Q. Did you talk to Marie about her being on
 23 the pool committee?
 24 A. Never knew there was a pool committee,
 25 unless I signed a paper where I said I did. Never

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1 Do you see that? "With my wife."
 2 A. Yes.
 3 Q. Okay. Fair enough. Any other reason?
 4 A. I'd have to say that in the conversation
 5 Diane had with Faye, Diane mentioned we had like to
 6 come back into the community. I'm sure they spoke
 7 about the pool on the phone, and Faye gave the okay
 8 to say, hey, come on back.
 9 Q. Right. Faye didn't say don't come back,
 10 we're a Jewish Orthodox community. Right?
 11 A. In 2013? No, she welcomed us back. She
 12 welcomed Diane back. I never spoke to Faye.
 13 Q. Faye was a member of the Board in 2010
 14 and she didn't say, hey, look, guys, we're going
 15 to -- you should look at the pool because the pool
 16 hours have changed?
 17 A. Well, I have to tell you when we lived
 18 on Posy Drive way back in the day, Faye was moved in
 19 two houses away from us.
 20 Q. I understand that.
 21 A. Yeah.
 22 Q. Yeah.
 23 A. And we got to be sort of friendly with
 24 her and Mike. We'd go over there and she'd come over
 25 to our place, so we were on some sort of a friendly,

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1 friendly term then.
 2 Q. Well, what happened then?
 3 A. I -- everything was good up until 2013,
 4 2014. Evidently, around 2015, the makeup of the
 5 community changed a little bit, and in 2016, the
 6 makeup changed a little bit more and it -- it seemed
 7 as though there was a feeling of entitlement for
 8 people to practice a religious custom in the
 9 community, which sort of infringed on my right to an
 10 amenity there. That's what happened.
 11 Q. Well, to me, a custom is I color Easter
 12 eggs at Easter. That's a custom.
 13 A. That is a custom.
 14 Q. Going to church on Easter Sunday, that's
 15 part of my religion.
 16 A. If you can't make it other Sundays, you
 17 go on Christmas and Easter, yes.
 18 Q. So you keep talking about the Jewish
 19 Orthodox members as practicing a custom.
 20 A. I talk about people practicing a
 21 religious custom. I don't think I've brought up
 22 Jewish or Orthodox that often.
 23 Q. Last I looked, in Catholicism, it's
 24 actually a fundamental belief that we go to church
 25 every Sunday. Right?

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1 A. Yes.
 2 Q. And so the fundamental belief for these
 3 Jewish Orthodox people is to be segregated. Correct?
 4 A. Yes.
 5 MR. ROMAN: Objection to form.
 6 You can answer.
 7 Q. So it's not a custom, it's a fundamental
 8 religious belief for these people you and I may not
 9 agree with, but that's what their fundamental
 10 religious belief is.
 11 MR. ROMAN: Objection to the form.
 12 You can answer.
 13 Q. Are we agreed?
 14 A. And if I don't go to church on Sunday,
 15 do I get fined?
 16 Q. If you don't go to church on Sunday, my
 17 belief is you go to Hell. It's part of our religion.
 18 Correct?
 19 MR. ROMAN: Objection to form.
 20 You can answer.
 21 Q. That we go to Hell. Right?
 22 A. I don't know where we go.
 23 Q. You're Catholic. I'm Catholic. We go
 24 to Hell. That's what they tell us.
 25 A. I got news for you.

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1 MR. ROMAN: Objection. It's --
 2 A. I don't know where you're going, but I
 3 know where I'm going.
 4 Q. So, again, you keep referring to this
 5 Jewish Orthodox custom, but it's not a custom. It's
 6 a part of their religion.
 7 A. So be it.
 8 Q. Okay. Then we're agreed?
 9 A. So be it.
 10 Q. All right. Now --
 11 A. But why do I have to practice it? I'm a
 12 Catholic. Why do I have to?
 13 Q. The alternative is they don't swim in
 14 the pool at all. That's the alternative. You may
 15 not -- you may believe you're in the minority, but
 16 the solution, what you're proposing in your Complaint
 17 would make it so that they don't swim at all, and
 18 that's prohibited just as much as you believe your
 19 rights are being infringed upon.
 20 MR. ROMAN: Objection to the form.
 21 Actually --
 22 Q. Do you understand that?
 23 MR. ROMAN: Objection to the form.
 24 Understand what? About five things
 25 there.

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1 MS. COSTIGAN: That they be prohibited
 2 from swimming at all.
 3 MR. ROMAN: Asked and answered.
 4 A. They're not prohibited from swimming.
 5 Q. We're not going to go through this
 6 again.
 7 MS. COSTIGAN: Off the record.
 8 MR. ROMAN: I hope not.
 9 (Discussion off the record.)
 10 Q. Paragraph 39. Let's look at paragraph
 11 39.
 12 A. Of course, you know my house is up for
 13 sale.
 14 Q. You said, "I also note that the
 15 situation is forcing me out of the community. In
 16 addition to the gender discrimination, I have been
 17 harassed, intimidated and received threats of
 18 violence to myself and my son."
 19 A. That would have been a major day in that
 20 Sunday back in --
 21 Q. Yeah. We covered that?
 22 A. Yeah.
 23 Q. My question is you feel you're being
 24 forced out of the community?
 25 A. Yes, I am. Yes, I do.

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1 Q. The next paragraph says you currently
 2 have your home listed for sale.
 3 A. Yes.
 4 Q. So why do you think you're being forced
 5 out of the community?
 6 A. Due to the gender segregation in the
 7 pool and what has transpired as a result, the finish
 8 to my sentence there.
 9 Q. Right. So the only reason you think
 10 you're being forced out is because you and your wife
 11 can't swim together in the pool?
 12 A. My house is up for sale because we can't
 13 swim in the pool together at the time we'd like to.
 14 Q. All right. So this year coming up, you
 15 may not be able to swim in the pool together.
 16 A. You tell me.
 17 Q. I'm just giving it to you the way it is.
 18 You may not be able to swim in the pool together.
 19 Does that mean you move out? You stay? What do you
 20 intend to do?
 21 A. My intention is when my house is sold, I
 22 will leave. My intention is I'd like to know what
 23 the pool schedule is, and I guess I won't know until
 24 the pool opens, and at that point, if it's open two
 25 hours a day or no hours a day, I will continue with

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1 this lawsuit, and if I have to, if I see that it's
 2 only going to be two hours all summer or one hour all
 3 summer, I will probably go to plan B.
 4 Q. Which is what?
 5 A. Plan B, which is -- there are friends we
 6 know at Leisure Village East who have invited us to
 7 the pool over there. We have an in at a swim club
 8 which would let us come in. There is Neptune, New
 9 Jersey, Neptune Aquatic Therapy, which my wife and I
 10 will drive to, go in for two or three hours and come
 11 back. I will have to cross that bridge when that
 12 bridge comes here in June.
 13 Q. Well, this aquatic community, is this
 14 something you have to pay for?
 15 A. Yes.
 16 Q. How much does it cost?
 17 A. I have no idea.
 18 Q. Did you explore that option before so
 19 your wife could swim all the time?
 20 A. No, I did not.
 21 Q. But that would allow your wife to swim
 22 24/7, 365 days a year. Right?
 23 A. Like she's going to be there five a.m.
 24 in the morning?
 25 Q. I'm just asking you, sir. If you're

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1 engaging in that kind of talk, then that would
 2 actually provide her with pool therapy seven days for
 3 all days of the year.
 4 A. Her pool therapy is ad-lib, when she's
 5 up to it, when I feel she's up to it. She has good
 6 days and she has bad as a stroke victim.
 7 Q. Does a doctor tell you Diane needs pool
 8 therapy three days a week?
 9 A. Give me a chance to think.
 10 His recommendation, the recommendation
 11 was pool therapy five days a week.
 12 Q. Is that written anywhere?
 13 A. Yes, it is.
 14 Q. Where?
 15 A. It's written on a prescription that I
 16 have.
 17 Q. Great. Can I see that? Or give it to
 18 your attorney. He'll give it to me.
 19 A. Okay.
 20 Q. Okay. Let's look at some more
 21 documents. Curto-13.
 22 A. Okay.
 23 Q. Is that the pool schedule you're
 24 complaining about?
 25 A. That would be the pool schedule for

Page 226

1 2016. It says, "All residents can swim from one to
 2 three except on Saturday where they can swim from" --
 3 "where they can swim all day," yes.
 4 Q. Okay. Let's look at the next one which
 5 is Curto-14.
 6 That's the pool schedule. Right?
 7 A. Yes.
 8 Q. Is this the pool schedule that was
 9 posted on the doors?
 10 A. To tell you the truth, I know the hours
 11 were posted. I don't know if the schedule was
 12 posted. I don't recall.
 13 Q. Okay. Number 10 says, "Hours of use are
 14 posted. Please comply to give everyone the
 15 opportunity to enjoy the pool."
 16 A. Okay.
 17 Q. Does it seem like they're precluding
 18 people from enjoying the pool?
 19 A. Are they precluding it?
 20 Well, according to their hours of the
 21 pool schedule, they're precluding people, yeah.
 22 Q. Well, we went through all the pool
 23 hours.
 24 A. Yes, I do.
 25 Q. Fifty-five hours for the women and --

Page 227

1 A. We did that all already.
 2 Q. All right. Let's look at Curto-15. Do
 3 you have that there?
 4 A. This would have been the revised pool
 5 schedule.
 6 Q. Right. July 15th?
 7 A. Yes.
 8 Q. And they changed the ladies adult only.
 9 Right?
 10 A. Yes.
 11 Q. It didn't substantially change the
 12 hours. Right?
 13 A. It changed nothing for my wife and I.
 14 Q. Still gave you 55 hours for your wife
 15 and 46 hours for you?
 16 A. To swim by myself or for her to swim
 17 by herself, yes.
 18 Q. All right.
 19 A. No argument there.
 20 Q. Let's look at 16. Have you ever seen
 21 that before?
 22 A. Yes, I have.
 23 Q. What year was this, do you know?
 24 A. Don't recall.
 25 Q. Before 2016?

Page 228

1 A. Don't recall.
 2 Q. Okay.
 3 A. I remember seeing something about
 4 diapers, and that's where this sort of jogs
 5 something.
 6 Q. But this was before last year at some
 7 point?
 8 A. I would say yes because it says, "The
 9 lifeguard may ask anyone who is not in compliance to
 10 leave."
 11 Q. When is the last time you had a
 12 lifeguard?
 13 A. 2013.
 14 Q. So this would have been 2015?
 15 A. It would have been.
 16 Q. Okay. Fair enough.
 17 A. Lifeguard, yes, 2013.
 18 Q. And this was posted on the door?
 19 A. Pool guidelines? I don't recall where
 20 it was posted.
 21 Q. But it was posted somewhere?
 22 A. I'm sure it was.
 23 Q. Okay.
 24 A. I'm sure it was.
 25 Q. Let's look at 17. These are the swim

Page 229

1 hours for the 2011 season.
 2 Do you see that?
 3 A. I see it.
 4 Q. This is before you came the second time?
 5 A. This is the first time I'm seeing this.
 6 Q. Well, you see that they're restricting
 7 men and women at that time, as well?
 8 A. Just finding that out right this moment.
 9 Q. You also see that they were proposing a
 10 temporary screen to separate and hide the women,
 11 basically?
 12 A. And that is where?
 13 Q. Right below the swim hours.
 14 A. Never knew anything about a screen, to
 15 tell you the truth.
 16 Q. Okay. So you didn't know that they were
 17 segregating in 2011?
 18 A. No, I didn't know that because I wasn't
 19 there.
 20 Q. But it looks like they're doing men and
 21 women hours. Right?
 22 Do you see that?
 23 A. I'm seeing it right now as I sit here.
 24 Q. Let's look at 18. These are 2011
 25 additional pool guidelines?

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1 A. Yeah. I would have never seen this
 2 because I wasn't there.
 3 Q. Did you ask for any pool guidelines
 4 before 2016?
 5 A. Actually, didn't ask for anything. The
 6 pool guidelines were what I thought was outside, pool
 7 rules, no jumping, no diving, no glass, and it's
 8 posted on a wood sign with paint. That was the only
 9 rules that I saw there.
 10 Q. We're going through all these pool
 11 hours. I'm going to show you pool hours segregated
 12 from 2011 on, so does that change your testimony that
 13 it wasn't segregated before 2015?
 14 A. I'm only -- I only know about when I
 15 lived there.
 16 Q. 2013. Let's look at 2013, which is
 17 number 19.
 18 A. Number 19, 2013.
 19 Q. Do you see number 12?
 20 A. Never saw this.
 21 Q. Well, look, all men, all women, everyone
 22 is welcome, men and women. It was segregated back
 23 then?
 24 A. Never saw this.
 25 How come in 2013, there was never a

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1 problem when my wife and I could go over there
 2 whenever we wanted to?
 3 Q. Yeah, you told me you went whenever you
 4 wanted to, but, obviously, there were pool hours.
 5 MR. ROMAN: Objection. He said he never
 6 saw this and he said that it wasn't segregated back
 7 then.
 8 MS. COSTIGAN: Yeah, but it was.
 9 MR. ROMAN: Can you stop arguing with
 10 his testimony, please?
 11 A. This is brand new. This is brand new.
 12 Q. I believe this is brand new to you, sir,
 13 but seeing this, does it change your testimony that
 14 it wasn't segregated?
 15 A. Well ...
 16 Q. The hours may have fit your schedule,
 17 but it was still segregated.
 18 A. Back in '13?
 19 This item could have been all very true.
 20 I never saw this item until one minute ago, and if it
 21 says there's segregation on there, then so be it.
 22 Never saw the warnings, was never approached in '13,
 23 was never given a notice of this saying, hey, by the
 24 way, you're not supposed to be here. There was never
 25 any altercations in '13. This is all brand new to

Page 232

1 me.
 2 Q. Okay. So in 2013, it sounds like the
 3 hours fit your schedule.
 4 A. Well, it would seem that there were no
 5 fines issued, so, evidently, it did.
 6 Q. We provided a list of all the fines, I
 7 think, from 2012 to your counsel, so there were
 8 fines. All right?
 9 Let's move on to number 20. This is
 10 2014.
 11 A. 2014, okay.
 12 Q. And we have ladies again only, men only
 13 and family time.
 14 A. Then evidently ...
 15 Q. And then we have all kinds of hours.
 16 Do you see that?
 17 A. Yeah, but I see 11:30 to 5:30 wouldn't
 18 have raised a red flag for me because that's good
 19 time for me, 11:30.
 20 Q. So this schedule fit your schedule, this
 21 2014 pullout?
 22 A. It fit my schedule at that time.
 23 Q. And you didn't complain about it?
 24 A. Did I complain about it? No. I had no
 25 reason to.

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1 Q. But it was also segregated, if you see
 2 that, ladies only, men only.
 3 Do you see that?
 4 A. I see that.
 5 Q. Okay. So, again, two years in a row, it
 6 was segregated, but because it fit your schedule, you
 7 didn't complain about it?
 8 A. No, because I was able to get six hours
 9 in and not two.
 10 Q. Okay. But it was still segregated.
 11 Do you see that?
 12 A. I could see the segregation.
 13 Q. All right. Let's go to 2015.
 14 A. Summer season of 2015. Okay.
 15 Q. Now, 2015 had June, July and August.
 16 Do you see that?
 17 And they're marked 21, 22 and 23.
 18 A. So am I looking at summer of 2015?
 19 Q. Correct.
 20 A. "All residents, 11:30 to 4:30."
 21 Okay. It cut it down to five hours and
 22 that still fit into a good schedule for my wife and
 23 her sleeping habits at the time.
 24 Q. So this, it still fit your schedule and
 25 so you were okay with this, too?

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1 A. Evidently, because it fit the schedule
 2 and I didn't get any fines.
 3 Q. And that's the same for 21, 22 and 23.
 4 Right?
 5 A. I think it's the same piece of paper,
 6 but I'm not sure.
 7 Q. If there's something different, I don't
 8 recall what it was for the moment, but there is.
 9 Maybe it was a different time schedule.
 10 A. Maybe for men and women.
 11 Q. Yes.
 12 A. But for all the residents, it stayed the
 13 same. 11:30 to 4:30 was a very nice schedule.
 14 Q. Okay. So you didn't complain about this
 15 schedule, either?
 16 A. The 11:30 to 4:30? There was no reason
 17 to complain. Five hours. It went from six to five
 18 and five wasn't bad. It fit into my schedule.
 19 Q. So from 2013, 2014, 2015, it fit into
 20 your schedule, so you didn't complain?
 21 A. I did not make any formal complaints.
 22 Q. It was still segregated for three
 23 consecutive years?
 24 A. That's all well and good, but I had a
 25 priority on my mind and it was taking care of my

Page 235

1 wife.
 2 Q. Did you ask the Board why it was
 3 becoming more restrictive?
 4 A. Never went to a meeting for '13, '14 or
 5 '15.
 6 Q. Did it ever cross your mind that the
 7 community was becoming more and more Jewish? Is that
 8 why it was being more restricted?
 9 A. It crossed my mind that the community
 10 was becoming a little more Jewish as time went on.
 11 Q. Okay. But you never asked the Board to
 12 explain it, though, then. Right?
 13 MR. ROMAN: Time frame, please?
 14 MS. COSTIGAN: '13, '14 and '15.
 15 A. There was no need. I was happy taking
 16 care of my wife during that time frame. That was my
 17 concern.
 18 Q. Let's look at number 24.
 19 A. 24, summer of '15?
 20 Q. Uh-hum. Yes. First one, "Pool hours
 21 are eight to nine and are listed on the pool hours
 22 schedule."
 23 Do you see that?
 24 A. "Message from the Board"?
 25 I think I recall seeing 24.

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1 Q. That's all in 2015?
 2 A. I think I recall seeing this.
 3 Q. Now, was the pool schedule also
 4 published in the Caller before the beginning of every
 5 season?
 6 A. I don't recall.
 7 Q. This pool schedule, was it listed on the
 8 bulletin board or the door?
 9 A. It could have been on the bulletin
 10 board. I never -- it could have been on the bulletin
 11 board.
 12 Q. Is there a bulletin board in --
 13 A. Yes, there is.
 14 Q. -- in the community room?
 15 A. There's a bulletin board when you are in
 16 the main lobby there.
 17 Q. And so public announcements are put on
 18 there on a regular basis?
 19 A. I have no idea.
 20 The "Message from the Board," if that's
 21 what we're on, number four --
 22 Q. Yes.
 23 A. "If someone enters the pool area without
 24 using a key fob, an alarm will sound, alerting the
 25 residents that an unauthorized person is trying to

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1 enter."
 2 That goes back to me stating that there
 3 was a side door and people would use that door.
 4 Q. Could come in?
 5 A. And not use a key fob.
 6 Q. Right.
 7 A. Yeah.
 8 Q. Yeah, we talked about that, security
 9 issue.
 10 A. Security issue, yeah.
 11 I recall. I recall this. I recall that
 12 message.
 13 Q. All right.
 14 A. I must have seen it someplace. I don't
 15 recall where. Maybe in the Country Caller.
 16 Q. All right. So summer of 2015, we had
 17 pool hours and pool restrictions. Correct?
 18 A. Yes.
 19 Q. All right. Have you ever been fined for
 20 any other reason?
 21 A. At the Country Place?
 22 Q. Yes.
 23 A. No. I just had to think real quick.
 24 No. No.
 25 Q. Do you know of anybody who has other

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1 than Ms. Curto?

2 A. To my knowledge, no, I don't know anyone

3 who's been fined.

4 Q. You think the Board should have voted --

5 or strike that.

6 Do you think the Board should have put

7 this pool hour issue to a vote for all 376 members?

8 A. Possibly, but I don't think the outcome

9 would have mattered. I think the outcome would have

10 been the same as it is right now, yeah.

11 Q. So that wouldn't have alleviated your

12 concerns any. Right?

13 A. I don't think it would have.

14 Q. So 376 Orthodox Jewish members or 250

15 Jewish Orthodox members would have voted, that would

16 have been probably more restrictive. Right?

17 A. And put me more in the minority.

18 Q. Right.

19 A. And put me more in the minority.

20 Q. I mean is it possible that if you got a

21 vote of the majority of the 376 members, you would

22 have all segregated hours?

23 A. Of all 376?

24 Well, as long as I'm one of the 376, you

25 would not get an affirmative vote from me.

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1 Q. Oh, I understand from you and Ms. Curto

2 would firmly believe would vote no.

3 A. Yes.

4 Q. But --

5 A. Yes.

6 Q. The 300 -- if the other majority voted,

7 is it possible that your pool would be even further

8 restricted?

9 A. It's possible that it would, and I would

10 hope by that time, that we would be on the highway.

11 Q. Did you and Ms. Curto ever attend a

12 meeting together?

13 A. By coincidence, yes.

14 Q. Which one was that?

15 A. It would be the June meeting. I've sat

16 on one side and she sat on the other side.

17 Q. Is this before or after you two talked

18 about the problems at the pool?

19 A. We didn't talk about any problems at the

20 pool until that night or subsequently after June

21 16th. We had no reason to talk. We had seen each

22 other at the pool, but didn't know each other, you

23 know, for the two hours or so we were there. Didn't

24 know her last name. Knew her name was Marie. June

25 16th, I saw her speak. I was impressed. I was

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1 disappointed in the response she got, and she heard

2 me speak, she was impressed and she was a little

3 disappointed in the response that I got, so we sort

4 of met after that. That night, no. The following

5 day, no, but at a point in our -- being at the pool

6 together, probably one thing led to each other.

7 Q. Have you ever seen the Jewish men and

8 women swim together ever in the pool?

9 A. I don't believe I have, no. No.

10 Q. So when you guys swim in the pool for

11 the two hours a day and on Saturday --

12 A. Yeah.

13 Q. -- it's the non-Jewish members of the

14 community. Correct?

15 A. Absolutely.

16 Q. Absolutely?

17 A. Absolutely, yeah.

18 Q. Okay.

19 A. That is an absolute.

20 Q. All right.

21 A. Yeah.

22 Q. Did you know Israel Khahan, K-h-a-h-a-n?

23 A. No.

24 Q. Or Rochelle Gridsman, G-r-i-d-s-m-a-n?

25 A. Rochelle? I don't believe so. I don't

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1 believe so.

2 Q. Those are the two members that are on

3 the ADR committee, according to Faye's testimony.

4 A. Okay. I don't know either person.

5 Q. Okay.

6 A. I didn't know there was an ADR committee

7 until last Tuesday night when Marie mentioned it in

8 our brief conversation.

9 Q. Okay. Thank you, sir. That's all I

10 have.

11 MR. ROMAN: Okay. You're done.

12 MS. COSTIGAN: You're done.

13 (Deposition concluded at 3:23 p.m.)

14

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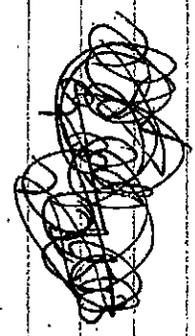
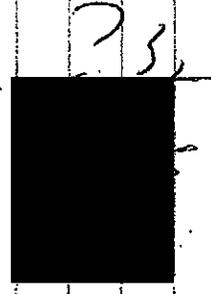
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Pool 60 m m 174

A Country Place: 2015 Pool Guard Volunteers



- 1.) Hilet Greenstein-Cohen - 732
1/6 David Cohen 732
- 2.) Walter Cohen 732
- 3.) Sherry Camp 732
36 Len Camp
- 4.) Marie Custer 732
- 5.) Janis S. [unclear] 732
- 6.) Jerry Stubbins 732
- 7.) Sally Katz 732



6060700

JTS EXHIBIT ID
 Custd - 10
 3/3/17
 PENGAD 800-831-6889

169

Philip D. Tobolsky

Attorney at Law

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Howell, NJ 07731

phone: (732) 785-9274
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June 29, 2016

A Country Place Condominium Association
1400 South Lake Drive
Lakewood, New Jersey 08701

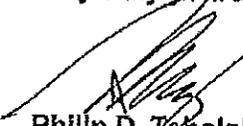
Attn: Board of Directors

RE: A Country Place Condominium Association, Inc.

To the Board of Directors:

This will confirm my telephone conversation with Mr. Holtz on June 28, 2016. It is my opinion that the swimming restrictions in place by the Association are permissible.

Very truly yours,


Philip D. Tobolsky

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

MARIE CURTO, DIANA LUSARDI AND
STEVE LUSARDI,

v.

A COUNTRY PLACE CONDOMINIUM
ASSOCIATION, INC.

CIVIL ACTION

Case No.: 3:16-CV-5928 BRM LHG

**PLAINTIFFS' RESPONSE TO
DEFENDANT'S REQUEST FOR
ADMISSIONS**

TO: Angela Maione Costigan, Esq.
Costigan and Costigan, LLC
136 Route 38
Moorestown, NJ 08057

COUNSEL:

Pursuant to the Federal Rules of Civil Procedure and at the request of opposing counsel, this party hereby provides the following answers and objections to Defendant's Request for Admissions:

General Objections

1. This party objects to each request to the extent that any request seeks the information which constitutes the work product of counsel or is protected by the attorney-client privilege.
2. This party objects to each request to the extent that it is overly broad, oppressive, unduly burdensome, and/or calls for information which is not reasonably calculated to lead to the discovery of admissible evidence.
3. This party objects to each request to the extent that it utilizes undefined terms that are, vague, ambiguous, confusing, and/or have no relationship to the allegations in the pleadings.
4. This party objects to each request to the extent that it assumes inaccurate facts and/or stats a legal conclusion.
5. All requests are answered to the extent possible and upon advice of counsel.

6. By responding to each request, this party does not concede that such responsive information is relevant to the subject matter involved in the pending action, the claims or defense of any party herein, or is reasonably calculated to lead to the discovery of admissible evidence. This party expressly reserves the right to object to the use of any information provided in response to each request at any point in this action, on any grounds.

7. In responding to each request, this party does not waive any objections to any other discovery request involving or relating to the subject matter of the demand for request for admissions.

8. In responding to each request, this party does not waive the benefits of the attorney-client privilege, the work product doctrine, or any other privilege or immunity that may attach to any information provided.

9. This party expressly reserves the right at any time to recall any information inadvertently provided, to which any privilege or immunity is attached.

10. This party reserves the right to supplement the responses from time to time in the event that it recalls or discovers additional responsive information, and pending further and continuing discovery.

11. Each of the foregoing General Objections shall be deemed incorporated herein in response to each request.

Specific Responses

1. Plaintiff, Marie Curto used the pool at a Country Place Condominium Association in the summer of 2016.

Admitted. Notwithstanding, Plaintiff Marie Curto was unable to use the pool during “Mens Swim” pursuant to Defendant’s Pool schedule and rules for Summer 2016 and revised Pool schedule and rules for Summer 2016.

2. Plaintiff, Steven Lusardi used the pool at a Country Place Condominium Association in the summer of 2016.

Admitted. Notwithstanding, Plaintiff Steven Lusardi was unable to use the pool during “Ladies Swim” pursuant to Defendant’s Pool schedule and rules for Summer 2016 and revised Pool schedule and rules for Summer 2016.

3. Plaintiff, Diane Lusardi used the pool at a Country Place Condominium Association in the summer of 2016.

Admitted. Notwithstanding, Plaintiff Diane Lusardi was unable to use the pool during "Mens Swim" pursuant to Defendant's Pool schedule and rules for Summer 2016 and revised Pool schedule and rules for Summer 2016.

4. Plaintiffs, Lusardi are owners' of [REDACTED] Lakewood, NJ 08701.

Admitted.

5. Plaintiff, Curto is the owner of [REDACTED] Lakewood, NJ 08701.

Admitted.

6. The pool was open at 8:00 a.m. to 9:00 p.m. everyday from May, 2016 to September 21, 2016.

Admitted that the pool was generally open. Notwithstanding, Plaintiffs were restricted in using the pool during "Mens Swim" and "Ladies Swim" pursuant to Defendant's Pool schedule and rules for Summer 2016 and revised Pool schedule and rules for Summer 2016.

7. On Saturday all day, all residents were able to swim together.

Admitted.

8. Everyday for 2 hours, all residents were able to swim together.

Admitted.

9. On Saturday, for 11 hours, all residents were able to swim together

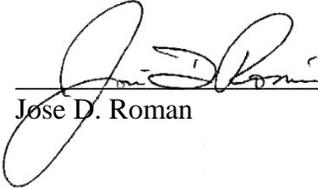
Denied. The pool was open for 13 hours daily.

10. There are 376 units at the site.

Admitted.

POWELL & ROMAN, LLC
Attorneys for Plaintiffs

BY: _____


Jose D. Roman

DATED: January 18, 2017

POWELL & ROMÁN, LLC
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Of Counsel
Yeugenia Samardin +

PLEASE RESPOND TO NEW JERSEY

+ Admitted in New Jersey & New York
* Admitted in New York only
♦ Admitted in New Jersey, New York &
Washington, D.C.

February 24, 2017

Via Email

Angela Maione Costigan, Esq.
Costigan and Costigan, LLC
136 Route 38
Moorestown, NJ 08057

Re: Curto v. A Country Place Condominium Association, Inc.
Case No.: 3:16-CV-5928
Our File No.: 700.4377

Dear Ms. Costigan:

Please accept the following in lieu of a more formal response to your request for more specific responses.

Request for Admissions

- No. 1 to 3: Plaintiffs stand by their original responses. To the extent there is any ambiguity, Plaintiffs have admitted that they “used the pool at a Country Place Condominium Association in the summer of 2016.”
- No. 6: Plaintiffs stand by their original responses. To the extent there is any ambiguity, Plaintiffs have admitted that the pool’s operating hours were 8 a.m. to 9 p.m. from May 2016 to September 21, 2016.

Interrogatories

- No. 3: Faye Engleman, Barry Frischman, Livia Cohen, Isaac Holtz, Barry Hertz. Plaintiff does not have a record of their addresses.
- No. 10: Plaintiffs’ statement of compensatory and consequential damages is \$100,000.00 per Plaintiff. Any out of pocket expenses to be supplied in

accordance with the parties agreement to delay the litigation of damages at the Case Management Conference.

- No. 15: Plaintiff have no other responsive information except as outlined in explicit detail in the Verified Complaint and accompanying affidavits, all of which were already executed by the parties. In addition, please note that during the period of time that Plaintiff Marie Curto was a Board member the pool was not discussed. Plaintiffs do not have any further specific recollection of the dates or topics other than as outlined above.

Notice to Produce

- No. 1: The Notice to Produce requested “All statements and communications of any and all witnesses including any and all statements of Plaintiff(s) and Defendant(s), including tape recordings, whether transcribed or not, as well as all written statements made with reference to all allegations made by plaintiff in its complaint.” Plaintiffs gave a complete response. Notwithstanding, Mr. Lusardi’s statements speak for themselves.
- No. 18: Plaintiffs’ statement of compensatory and consequential damages is \$100,000.00 per Plaintiff. Any out of pocket expenses to be supplied in accordance with the parties agreement to delay the litigation of damages at the Case Management Conference.
- No. 21: The Notice to Produce requested copies of documents and Plaintiff’s response outlined a list of relevant documents that are responsive.

Notwithstanding, by way of further explanation, note the following.

On June 16, 2016 Plaintiff Steve Lusardi asked the Board to explain its implementation of the pool schedule. His specific questions are detailed in the document. He also specifically advised the Board that federal law prohibits discrimination based on gender. The Board declined to respond. Clearly there was a dispute between a resident and the Board that could have been referred to ADR had the Board had such a system in place.

On July 1, 2016 Plaintiff Steve Lusardi asked the Board regarding the pool issue as well as violations, the fining process and the amount of fines. He also asked for copies of records. His specific questions are detailed in the document. He explicitly asked “When was my hearing?” The Board failed to give an adequate response and simply gave a dismissive response with no transparency in a letter dated July 27, 2106. Clearly there was a dispute between a resident and the Board that could have been referred to ADR had the Board had such a system in place.

On July 22, 2016 Plaintiff Steve Lusardi asked the Board about issues concerning Association meetings. His specific questions are detailed in the document. The Board failed to give an adequate response and simply gave a dismissive response with no transparency in a letter dated July 27, 2106. Clearly there was a dispute between a resident and the Board that could have been referred to ADR had the Board had such a system in place.

On July 28, 2016 Plaintiff Steve Lusardi asked the Board about issues concerning the pool and an apparent dress code. He advised the Board that he was being harassed. Clearly there was a dispute between a resident and the Board that could have been referred to ADR had the Board had such a system in place.

On July 31, 2016 Plaintiff Steve Lusardi asked the Board regarding the pool issue as well as violations, the fining process and the amount of fines. He also asked for copies of records. His specific questions are detailed in the document. The Board declined to respond. Clearly there was a dispute between a resident and the Board that could have been referred to ADR had the Board had such a system in place.

On July 15, 2016 Plaintiff Marie Curto asked the Board in writing to describe in detail what she did to violate the pool policy and where the fines were listed. His question detailed on the handwritten note on the June 28, 2016 notice. She also made follow-up requests as outlined on the document. The Board declined to respond. Clearly there was a dispute between a resident and the Board that could have been referred to ADR had the Board had such a system in place.

On July 21, 2016 Plaintiff Marie Curto advised the Board by email that this was her 3rd request for a meeting with the Board and that she received no response. The Board replied by explicitly stating that it would not meet with Ms. Curto. She had concerns regarding the pool as well as fines. Clearly there was a dispute between a resident and the Board that could have been referred to ADR had the Board had such a system in place.

On July 22, 2016 Plaintiff Marie Curto advised the Board by email that she had concerns regarding the pool as well as fines. She also advised the Board that there was no ADR committee and that the Board was not willing to meet with residents to respond to concerns. The Board failed to give an adequate response and simply gave a dismissive response with no transparency. Clearly there was a dispute between a resident and the Board that could have been referred to ADR had the Board had such a system in place.

No. 22: The Notice to Produce requested copies of documents and Plaintiff's response outlined a list of relevant documents that are responsive.

Finally, please note that the Lusardis are husband and wife and only own 1C Carnation Drive. The deeds have been provided. The current deed is in Mr. Lusardi's name, however, the property was purchased during the course of their marriage. She therefore has equitable rights per NJ law.

Please be advised accordingly.

Very truly yours,


José D. Román

JDR

REFER TO BOOK 3548 REFER TO BOOK 3872
PAGE 764 OF DEEDS PAGE 581 OF DEEDS

REFER TO BOOK 3097 REFER TO BOOK 3135
PAGE 341 OF DEEDS PAGE 758 OF DEEDS

REFER TO BOOK 5244 EX 2984 1
PAGE 483 OF DEEDS

REFER TO BOOK 1160
PAGE 1602 OF DEEDS

MASTER DEED

This Master Deed, made this 3rd day of October, 1969, by BOISE CASCADE BUILDING CO., a New Jersey corporation, (formerly R. A. Watt Company of New Jersey, Inc.) having its principal place of business at 71 West Main Street, in the Borough of Freehold, County of Monmouth and State of New Jersey, 07728, hereinafter referred to as "the GRANTOR",

WHEREAS, by a deed dated June 24, 1968, Grantor acquired title to lands and premises including those hereinafter described from Liebowitz, et ux, Katz, et ux, and Mayerovic, et ux, which deed was recorded June 27, 1968 in the Office of the Clerk of Ocean County in Book 2804 of Deeds for said County at Page 423, the lands described in said deed being hereafter referred to as "the TRACT"; and

WHEREAS, it is the intention of Grantor to develop said lands and premises for sale as a Horizontal Property Regime (Condominium) under the name and style of a country place and to that end has caused this Master Deed, including the notes and bounds description, plat, building plans and by-laws hereto attached, to be recorded:

Therefore, W I T N E S S E T H:

1. Grantor does hereby declare and establish a country place Horizontal Property Regime No. 1 and does hereby submit, in accordance with R. S. 46:8A-1 et seq., all that parcel of land described in a certain plat entitled "Final 1969

OPTIONAL CERTIFICATE FILED
IN OFFICE OF CLERK OF
OCEAN COUNTY
NEW JERSEY

R 10-3-69

NA 20511-1

REFER TO BOOK 3310 ✓ REFER TO BOOK 3414 ✓
PAGE 54 ✓ PAGE 590 OF DEEDS ✓
REFER TO BOOK 4090 ✓ REFER TO BOOK 4372 ✓
PAGE 998 OF DEEDS PAGE 291 OF DEEDS

2054

of Horizontal Property Regime No. 1, A COUNTRY PLACE, Lakewood Township, Ocean County, New Jersey" prepared by Russell and Wallace, dated May 10, 1989, and attached hereto as Exhibit A, to be recorded as a part of this Master Deed in the Office of the Clerk of Ocean County simultaneously herewith. Said Deed delineates lands and premises in the Township of Lakewood, Ocean County, New Jersey, more particularly described by notes and bounds in Exhibit B attached hereto and made a part hereof. Said lands shown on Exhibit A and any further portions of the Tract established in a Horizontal Property Regime by a subsequent amendment to this Master Deed together with all appurtenances thereto as hereafter provided are hereinafter referred to as "the CONDOMINIUM" or the "whole property".

2. The tract of land so submitted includes all buildings and improvements thereon and to be erected thereon, and all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining. Said buildings are forty (40) in number, each having a separate numerical designation (1-40). Each building encloses 1, 2 or 4 dwelling units, as the case may be, each such unit being designated by its type and the number of the building of which it is a part.

3. The dimensions, area and location of the units are shown graphically on Exhibit A. Each unit is basically a cube, consisting of six sides established as follows:

BOTTOM: The bottom of the cube is a horizontal

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REFER TO BOOK 4722 ✓ REFER TO BOOK 4732 ✓

PAGE 129 OF DEEDS PAGE 812 OF DEEDS

REFER TO BOOK 4958 ✓ REFER TO BOOK 5133 ✓

PAGE 258 OF DEEDS PAGE 884 OF DEEDS

REFER TO BOOK 5133 ✓

PAGE 884 OF DEEDS

BOOK 2954 118 3

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REFER TO BOOK 5133 ✓
PAGE 282 OF DEEDS

plane through the lowest point of the slab and extending in every direction to the point where it closes with the ends and sides of the cube;

TOP: The top of the cube is a horizontal plane along and coincident with the lower surface of the ceiling directly above, parallel to and congruent with the bottom. The distance between the bottom and the top planes is eight feet, more or less;

FRONT: The front of the cube is a vertical plane along and coincident to the surface of the front interior wall. It extends downward so that its lower limit coincides with the forward limit of the bottom and extends upward so that its upper limit coincides with the forward limit of the top. It extends laterally, in each instance as shown on Exhibit A and closes with the sides;

REAR: The rear of the cube is a vertical plane along and coincident with the inner surface of the rear interior wall. It extends downward so that its lower limit coincides with the rear limit of the bottom and extends upward so that its upward limit coincides with the forward limit of the top. It extends laterally, in each instance as shown in Exhibit A, and closes with the sides;

SIDES: The sides of each cube are as graphically shown on Exhibit A according to the type of unit described. They are vertical planes along and coincident with the interior

2054

surface of the side walls and they extend upward and downward so as to close the cube.

4. All air space enclosed within buildings but not within the cubes as above described, and all appurtenances, and facilities which are not part of units as hereinbefore described, comprise the general common elements, as graphically shown on Exhibit A. The general common elements include by way of description, but not by way of limitation:

- a. All lands, whether or not occupied by buildings containing the above-described units;
 - b. All streets, curbs, sidewalks, stoops, parking areas, porches and patios, subject to the easement provided for in Paragraph 6 (c) of this Master Deed;
 - c. Lawn areas, shrubbery, conduits, utility lines, and waterways;
 - d. Exterior lighting and other facilities necessary to the upkeep and safety of the buildings;
 - e. The easement for access to and use of recreation buildings, swimming pool, and other recreation areas and facilities on the tract, not included within the area of the lands shown on Exhibit A;
2. All other elements of the Horizontal Property Regime rationally of common use or necessary to the existence, upkeep, or safety thereof.

3. The owners of a unit shall have such estate

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Horizontal Section 1

Vertical Section 2
Horizontal Section 1

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therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple, and shall acquire as an appurtenance to each unit, the same percentage of undivided interest in the general common elements of the condominium as that percentage of one hundred (100%) per cent of the value of the condominium which is assigned to each unit respectively, as shown in Exhibit D of this Master Deed, or as the said percentage is revised from time to time hereafter pursuant to the provisions hereof. The said appurtenant undivided interest in the general common elements shall not be divisible from the unit to which it appertains. The said percentage of undivided interest in the general common elements appurtenant to each unit is hereafter referred to as the "Percentage". The Percentage shall be used to allocate the burden of common expenses and the division of profits of the Horizontal Property Regime and to determine the votes to be cast by each owner at any meeting of the Condominium Association. The Percentage shall not be changed without the acquiescence of all of the co-owners of all of the condominium units, which change, if made, shall be evidenced by an appropriate amendment to this Master Deed recorded in the office of the Clerk of Ocean County, EXCEPT THAT upon incorporation of additional land of the Tract into the Horizontal Property Regime, the Percentages aforesaid are subject to change as follows:

Upon enlargement of the Condominium, as contemplated

RECORDED IN THE OFFICE OF THE CLERK OF OCEAN COUNTY, NEW JERSEY, ON 06/07/2018 AT 10:00 AM.

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herein and in the By-Laws attached hereto as Exhibit C and made a part hereof, the percentage of undivided interest in the common elements appurtenant to each unit shall be revised and the amendment to the Master Deed shall stipulate such revisions which shall be computed as follows:

The gross value of the Condominium, as enlarged, shall be determined as the sum of:

(i) the dollar value of all units and appurtenant rights as revealed in master deeds of record prior to the enlargement of the Condominium then in process; and

(ii) the aggregate purchase prices of all units and appurtenant rights comprising the lands and improvements forming the enlargement of the Condominium then in process.

The aggregate of the purchase prices respecting the enlargement of the Condominium shall be included in the Master Deed Amendment to be recorded upon enlargement of the Condominium.

The Percentage assigned to each unit in the Condominium relative to gross value of the Condominium as enlarged shall be set forth in a schedule to each revision of the Master Deed on the occasion of the enlargement of the Condominium.

The gross value of Horizontal Property Regime No. 1 is \$1,661,000.00.

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AMERICAN GEORGETOWN & PORT
SPRINGFIELD, VIRGINIA
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ENCLOSURE 7

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The type of each unit; the identification of each unit within the regime, by building letter and unit type; the dollar value of that condominium unit; and the percentage of undivided interest in the common elements appurtenant to that unit and to be used for all other purposes prescribed by law, by this Master Deed, or by the By-Laws is set forth in Exhibit D.

Each percentage tabulated therein is expressed as a finite number to avoid an interminable series of digits. The fifth digit has been adjusted to that value which is most nearly correct. These percentages are definitive for the purposes of voting, dissolution and such other purposes as provided by law and the By-Laws of the Condominium Association. These percentages are intended to be relative to one another and in the event further contiguous Horizontal Property Regimes are not incorporated into the Condominium as contemplated, these percentages shall remain fixed.

Every dollar value appearing above is established for the purposes of the Horizontal Property Act of New Jersey (R. S. 46:8A-1 et seq.) and nothing herein is intended to fix the market value of any unit nor to prevent any owner thereof from fixing a different value to his unit or interest therein in all types of notes and contracts.

6. EASEMENTS

a. Grantor, for itself, its successors and

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assigns, hereby declares that every unit owner shall have a perpetual easement in, upon, through and over the land of the Horizontal Property Regime, to keep, maintain, use, operate, repair and replace his unit in its original position, and in every subsequent position to which it changes by reason of the gradual force of nature and the elements.

b. Grantor reserves unto itself, its successors and assigns, an easement in, upon, through and over the lands of the Horizontal Property Regime for so long as the said Grantor, its successors or assigns, shall be engaged in the construction and development of the Horizontal Property Regime or such other Horizontal Property Regimes as are contiguous to and incorporated into the Condominium. This easement shall be for the purposes of construction, installation, maintenance and repair of existing buildings and the appurtenances thereto and as a means of providing ingress and egress to other units and all of the common elements.

c. Grantor, for itself, its successors and assigns, hereby declares that every unit owner shall have a perpetual exclusive easement for possession and use of those elements such as patios, stoops, doorsteps and off-street parking spaces which are appurtenant to the individual units as shown on Exhibit A, attached hereto.

d. Grantor reserves unto itself, its successors and assigns an easement in, upon, through and over the lands

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comprising the common elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, wires, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system.

c. The common elements shall be subject to an easement hereby granted to the Township of Lakewood, Ocean County, New Jersey (but not to the public in general) to enter upon all roadways, streams, lakes, parking areas, driveways, walkways and sidewalks for the purpose of maintaining the safety, health, welfare, police and fire protection of the citizens of said Township, including the residents of the Condominium.

f. Every unit owner shall have a perpetual easement in, upon, through and over such lands within the Tract which are not shown on Exhibit A, which easement shall be for access to and the use of such recreational facilities located on the Tract, but not shown on Exhibit A, which are to be incorporated into the Condominium as common elements thereof by future Master Deeds and which facilities are maintained at the expense of the Condominium Association.

7. BY-LAWS AND ADMINISTRATION:

The administration of a country place Horizontal Property Regime shall be in accordance with the provisions of the New Jersey Horizontal Property Act (R. S. 46:8A-1 et seq.), this Master Deed, the By-Laws of a country place Condominium

American Engineering & Title
CORPORATION OF NEW
JERSEY
1000 N. 10TH ST.
NEWARK, N.J. 07102

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Association and the rules and regulations of the Association as promulgated.

8. RESTRICTIONS

a. Occupancy

In order to preserve the character of a family place Horizontal Property regime as a serene citizen residential community, and in compliance with the Lakewood Township Code, occupancy of each unit shall be restricted as follows:

1. To persons of the age of 55 years or over, hereinafter referred to as a permissible occupant; or
2. A husband or wife, regardless of age, residing with his or her spouse, provided the spouse of such person is a permissible occupant; or
3. The child or children residing with a permissible occupant, provided the child or children is or are of the age of 19 years or over; or
4. The individual or individuals, regardless of age, residing with and providing physical or economic support to a permissible occupant.

The foregoing restriction shall not be construed to prohibit the occupants of any unit from entertaining guests, of any age, in their unit, including temporary residency not to exceed six months. Full-time occupancy in any event, however, shall be limited to three occupants.

b. The submission of these lands is subject

FOR THE OFFICE OF THE
CLERK OF THE BOARD OF
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Attached hereto and made a part hereof are the following exhibits:

EXHIBIT A - Final Map of Residential Township Boise No. 1, A COUNTRY PLACE, Lakeview Township, Ada County, New Jersey prepared by Messell and Wallace, dated May 10, 1967, consisting of one page.

EXHIBIT B - Police and Board Identification of lands shown on Exhibit A, consisting of one page.

EXHIBIT C - By-Laws of a Country Place Condominium Association, consisting of 21 pages.

EXHIBIT D - Schedule of Unit Identification and Percentage of Interest, consisting of 2 pages.

EXHIBIT D-1 - Plans for One Unit Building, consisting of 3 pages.

EXHIBIT D-2 - Plans for Two Unit Building, consisting of 3 pages.

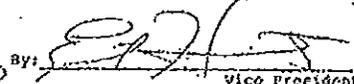
EXHIBIT D-3 - Plans for Four Unit Building, consisting of 3 pages.

WITNESS the hand and seal of the Grantor, Boise Cascade Building Co., a New Jersey Corporation, which has been affixed by its Vice President and Assistant Secretary.

BOISE CASCADE BUILDING CO. (GRANTOR)

ATTEST:


Assistant Secretary

By: 
Vice President

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

MARIE CURTO, DIANA LUSARDI CIVIL ACTION
AND STEVE LUSARDI, Case No: 3:16-CV-5928 BRM LHG

Plaintiffs,

vs.

DEPOSITION OF:

JASON LUSARDI

A COUNTRY PLACE CONDOMINIUM
ASSOCIATION, INC.,
Defendant.

T R A N S C R I P T of the
stenographic notes of the proceeding, taken in the
above-entitled matter, by and before JODI A. SOMMER,
a Certified Court Reporter, License No. X101787, and
Notary Public of the State of New Jersey, held at
the offices of POWELL & ROMAN, ESQS., 131 White Oak
Lane, Old Bridge, New Jersey, held on Monday, April
3, 2017, commencing at 12:10 in the afternoon.

Job No. CS2582567

Page 2

1 APPEARANCES:
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 3
 4 POWELL & ROMAN, ESQS.
 BY: JOSE ROMAN, ESQ.
 131 White Oak Lane
 5 Old Bridge, New Jersey 08857
 Attorneys for Plaintiffs
 6
 7 COSTIGAN & COSTIGAN, LLC.
 BY: ANGELA MAIONE COSTIGAN, ESQ.
 8 136 Route 38
 Moorestown, New Jersey 08057
 Attorneys for Defendant
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1 INDEX
 2 WITNESS DIRECT CROSS REDIRECT RECROSS
 3 JASON LUSARDI
 4 BY MS. COSTIGAN 4
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Page 4

1 JASON LUSARDI, [REDACTED],
 2 Lakewood, New Jersey, having been duly sworn by the
 3 court reporter, testified as follows:
 4 DIRECT EXAMINATION BY MS. COSTIGAN:
 5 Q. Good afternoon, Mr. Lusardi. My name
 6 is Angela Costigan. I represent the Country Place
 7 condominium association in a lawsuit brought by your
 8 parents and Ms. Curto. I'm here today to ask you
 9 questions about whatever knowledge you have about
 10 the circumstances expressed in your parents'
 11 Complaint.
 12 If at any time you don't understand
 13 my questions, let me know. I'll be happy to
 14 rephrase them. If you can't hear me, tell me to
 15 speak up and I'll try to speak louder. If at any
 16 time you want to take a break, let me know and I'm
 17 happy to oblige. Understood so far?
 18 A. Yes.
 19 Q. Please keep your answers verbal.
 20 Please don't make any hand motions or head motions
 21 because the court reporter can only take down what
 22 you say, not what you do. Is that clear?
 23 A. Yes.
 24 Q. Before we begin today, do you have to
 25 use the facilities or do you want to start?

Page 5

1 A. We can start.
 2 Q. Prior to giving your deposition
 3 today, did you have an opportunity to speak to
 4 Mr. Roman?
 5 A. Yes.
 6 Q. Are you being represented by
 7 Mr. Roman at all?
 8 A. No.
 9 Q. Tell me what transpired, what
 10 discussions you and Mr. Roman had specifically
 11 dealing with the allegations in the Complaint, if
 12 any?
 13 A. At what time?
 14 Q. Right before this deposition today.
 15 A. Two-minute conversation about what I
 16 could expect.
 17 Q. Anything in particular other than
 18 keep your voice up and answer the questions,
 19 anything other than that?
 20 A. Nothing specific. Just
 21 generalizations.
 22 Q. Prior to today, have you had other
 23 discussions with Mr. Roman about the circumstances
 24 of your parents' Complaint?
 25 A. Yes.

Page 30

1 if I was a resident to which I replied yes,
 2 caretaker for my mom.
 3 Q. Anything else? Anything else the
 4 board said to you?
 5 A. Probably, but I don't recall
 6 specifically.
 7 Q. Did they say we'll get back to you or
 8 anything like that?
 9 A. To me, I don't recall them
 10 specifically saying they'd get back to me. But I
 11 know that was a common answer for many of the
 12 residents' questions; we'll get back to you.
 13 Q. How about when your father spoke,
 14 what did he say?
 15 A. What did my father say?
 16 Q. Yes.
 17 A. He read off some notes. Asked
 18 questions about the pool hours. Asked if there was
 19 a vote taken to approve the pool hours. He asked if
 20 he would be allowed to hang up a flag outside his
 21 property. I'm sure I'm leaving out a lot here. But
 22 it should all be in his letters. Pretty much the
 23 same questions in his letters were the questions he
 24 asked the board directly.
 25 Q. Did he actually read from his notes

Page 31

1 at that meeting?
 2 A. He could have.
 3 Q. Did he take his three minutes?
 4 A. Yes.
 5 Q. Did you take your three minutes?
 6 A. Yes.
 7 Q. Did they ask you to sit down after
 8 that or you just continued on?
 9 A. I probably went beyond my three
 10 minutes and that's when one of the board members
 11 said he was going to adjourn the entire meeting.
 12 Q. Did they have a timer or a clock?
 13 A. No. No. The three minutes didn't
 14 apply to everyone. Several people were allowed to
 15 speak for six, seven minutes.
 16 Q. About what particular issues, do you
 17 recall?
 18 A. Mostly the sprinkler systems at the
 19 club.
 20 Q. Who was complaining about the pool
 21 other than yourself and your father, anybody else?
 22 A. Yes.
 23 Q. Who?
 24 A. Ms. Curto. Couple other residents
 25 spoke about the pool hours. I don't know their

Page 32

1 names. One gentleman.
 2 Q. You don't recall his name?
 3 A. No. But I do recall when he got up
 4 to the podium, one of the board members asked him if
 5 he had been drinking that day, which I found to be
 6 disrespectful to an elderly gentleman.
 7 Q. Did he reply?
 8 A. I don't recall.
 9 Q. Anybody else talk about the pool that
 10 day from the public?
 11 A. No.
 12 Q. Did the board members volunteer any
 13 information about the pool hours and how they
 14 acquired those pool hours, et cetera?
 15 A. No. Actually they did. They said
 16 they took a vote and received over 200 in favor of
 17 the pool hours.
 18 Q. That's it?
 19 A. Yes.
 20 Q. Did they say how they took the vote?
 21 A. No. That was actually one of my
 22 father's questions. He asked for minutes of the
 23 meeting where the vote was approved. He asked if
 24 there was notice of the vote in the Country Caller.
 25 Never got a reply on those.

Page 33

1 Q. At that meeting? Was he talking
 2 about that at that meeting?
 3 A. This is going back aways. I would
 4 say yes.
 5 Q. So at that meeting someone from the
 6 board said we took a vote. Do you know who that
 7 person was? Male, female?
 8 A. Out of the five, it was one of the
 9 male members.
 10 Q. Did he identify himself?
 11 A. No.
 12 Q. So someone said we took a vote. We
 13 have 200 votes. And then what happened? Did your
 14 father ask for copies of it or the vote or --
 15 A. At the meeting specifically, I can't
 16 recall.
 17 Q. Did your mother say anything?
 18 A. Mom got up at one meeting, stood at
 19 the podium. I think she got confused when she was
 20 at the podium. Like, you know, what am I doing
 21 here. I don't think she had the words. She
 22 couldn't come up with what to say, so I escorted her
 23 back to her seat.
 24 Q. Did you ever prepare anything in
 25 writing to the board?

Page 38

1 A. Talking in each other's ears.
 2 Q. Lowly, whispering kind of thing?
 3 A. Whispering to each other during a
 4 public meeting, yes.
 5 Q. Anything else?
 6 A. No, that's about it.
 7 Q. Now, was this contempt, disregard,
 8 rudeness, was that specifically, in your opinion,
 9 directed to you, your father or was that just in
 10 general throughout the whole meeting?
 11 A. It was in general throughout the
 12 whole meeting.
 13 Q. Did they take notes at this meeting?
 14 A. Did who take notes?
 15 Q. The board. Did somebody take notes
 16 what was going on?
 17 A. They videotape the meetings, but I
 18 don't recall anyone taking any notes.
 19 Q. Did any of the board members say
 20 anything about the pool hours other than we got 200
 21 votes?
 22 A. They probably did. I don't recall
 23 specifically.
 24 Q. Okay. Now, let's go onto the next
 25 meeting in July. You attended another meeting with

Page 39

1 your parents?
 2 A. I did.
 3 Q. What was the purpose of your
 4 attending this second meeting?
 5 A. To accompany my parents. Them being
 6 seventy years old, I like to and they like me to
 7 keep track of their affairs, make sure they're not
 8 taken advantage of.
 9 Q. Did you speak at that meeting?
 10 A. I tried to.
 11 Q. Tell me what happened?
 12 A. I got up to speak. One of the male
 13 board members said I was not allowed to speak, so I
 14 didn't speak.
 15 Q. Did he say why?
 16 A. No, but he did have a disagreement
 17 with another board member who actually wanted me to
 18 speak.
 19 Q. No discussion of why you couldn't
 20 speak?
 21 A. Probably something to the effect of
 22 that I was not a legal resident.
 23 Q. Did they explain what they meant by
 24 you were not a legal resident?
 25 A. No.

Page 40

1 Q. Did they say anything about the
 2 documents governing the association, anything like
 3 that?
 4 A. No.
 5 Q. Did they say anything about talking
 6 to their lawyer?
 7 A. No.
 8 Q. So they just popped out with you're
 9 not a legal resident?
 10 A. That was the gist of it, yeah.
 11 Q. Was there any discussion among the
 12 board members themselves about your speaking or not
 13 speaking?
 14 A. Yes.
 15 Q. Who discussed it?
 16 A. They all did, but two gentlemen in
 17 particular were debating on whether or not I should
 18 be allowed to speak. As a matter of fact, the one
 19 gentleman said he spoke last month so we should let
 20 him speak this time.
 21 Q. Then ultimately someone told you you
 22 couldn't speak?
 23 A. That's right.
 24 Q. Then you did not speak?
 25 A. Yes. I thought it would be a sign of

Page 41

1 respect to abide by their wishes and not speak. And
 2 I also thought it wasn't gonna get anything
 3 accomplished anyway, so I sat down.
 4 Q. What were you going to say?
 5 A. I was just going to reiterate my
 6 father's questions. It had been a month later, no
 7 answers to his questions. And just talking about
 8 the pool hours and how they were established and
 9 could there be extra time given for co-ed hours.
 10 Q. Did your father speak?
 11 A. Yes, he did.
 12 Q. Did he read off something else that
 13 he wrote?
 14 A. Yes.
 15 Q. How long did he speak for?
 16 A. I'm sure he used his full three
 17 minutes.
 18 Q. Was there another three-minute time
 19 frame put on?
 20 A. I don't remember.
 21 Q. Did they say in the beginning we're
 22 giving everybody three minutes to speak?
 23 A. I don't know if they said it at the
 24 beginning. I think it happened during the public
 25 portion.

Page 50	<p>1 complain about the pool hours?</p> <p>2 A. No.</p> <p>3 Q. Did your father send any letters,</p> <p>4 that you know of, in 2015 to the board to complain</p> <p>5 about the pool hours?</p> <p>6 A. I don't know what letters he sent in</p> <p>7 2015.</p> <p>8 Q. To the best of your knowledge, did</p> <p>9 your parents complain about the pool hours in 2015?</p> <p>10 A. No.</p> <p>11 Q. Now, your mother had her stroke, I</p> <p>12 believe, in 2013?</p> <p>13 A. It was February 22, 2013.</p> <p>14 Q. Then she had a second one, right,</p> <p>15 later that year?</p> <p>16 A. Yes, she did.</p> <p>17 Q. Has she had any strokes since?</p> <p>18 A. She had a TIA.</p> <p>19 Q. Right. Anything else?</p> <p>20 A. No.</p> <p>21 Q. So my recollection is your father</p> <p>22 said the 2015 hours were okay with him. He didn't</p> <p>23 have any problems. Do you know of any problems he</p> <p>24 had?</p> <p>25 A. No, I don't.</p>	Page 52	<p>1 would be six to eight Jewish women in the pool.</p> <p>2 Well, I can't say if they were Jewish or not. They</p> <p>3 were women.</p> <p>4 Q. Were they Jewish orthodox women?</p> <p>5 A. I don't know what they were, but they</p> <p>6 were wearing a lot of clothing in the pool.</p> <p>7 Q. Did you ask them if they had any</p> <p>8 problem with that?</p> <p>9 A. No.</p> <p>10 Q. So they swam, you swam, but you don't</p> <p>11 know if they were Jewish, non-Jewish or Jewish</p> <p>12 orthodox?</p> <p>13 A. I don't like to make assumptions as</p> <p>14 to someone's --</p> <p>15 Q. We agree they're women?</p> <p>16 A. Yes. Well, nowadays.</p> <p>17 Q. Either way, they were in the pool,</p> <p>18 okay?</p> <p>19 A. Yes.</p> <p>20 Q. What about 2014, were you swimming in</p> <p>21 the pool in 2014?</p> <p>22 A. Yes.</p> <p>23 Q. Any problems with the pool hours in</p> <p>24 2014?</p> <p>25 A. I can't recall any problems in 2014.</p>
Page 51	<p>1 Q. You said you had any concerns or any</p> <p>2 problems swimming in the pool in 2015?</p> <p>3 A. I don't recall.</p> <p>4 Q. How about swimming with your</p> <p>5 daughters, did you have any such problems in 2015?</p> <p>6 A. I know it's only two years ago, but I</p> <p>7 don't recall any problems other than Fay coming over</p> <p>8 a couple times asking us to leave.</p> <p>9 Q. Then you did?</p> <p>10 A. Usually I would comply.</p> <p>11 Q. And if you didn't, what would happen?</p> <p>12 A. Not much.</p> <p>13 Q. In 2015, if it were female hours and</p> <p>14 you were still in the pool, were any of the Jewish</p> <p>15 women in the pool with you?</p> <p>16 A. Typically I would respect the Jewish</p> <p>17 women when they came over and I would leave the pool</p> <p>18 when they got there.</p> <p>19 Q. What about in 2016, if anyone asked</p> <p>20 you to leave the pool and you refused, were still in</p> <p>21 the pool, would any of the Jewish women swim with</p> <p>22 you?</p> <p>23 A. Yes.</p> <p>24 Q. Who?</p> <p>25 A. There were many occasions where there</p>	Page 53	<p>1 Q. Do you recall your parents making any</p> <p>2 complaint of pool hours in 2014?</p> <p>3 A. I don't recall them making any</p> <p>4 complaints in 2014.</p> <p>5 Q. How about any correspondence your</p> <p>6 father may have sent to the board in 2014, to the</p> <p>7 best of your knowledge, was there anything?</p> <p>8 A. Not to the best of my knowledge.</p> <p>9 Q. 2013, same issues, any problems with</p> <p>10 the pool hours?</p> <p>11 A. Same answer as '14. Pool hours alone</p> <p>12 in the past two years when the issues arose.</p> <p>13 Q. The past two years, so we're talking</p> <p>14 what year?</p> <p>15 A. '16 and 15 when they started to limit</p> <p>16 the pool hours more and more.</p> <p>17 Q. So 2013 is the year of your mother's</p> <p>18 stroke. Did you have any problems in the pool then?</p> <p>19 I guess you probably didn't swim much, taking care</p> <p>20 of your mom. Did you have any specific problems</p> <p>21 with the pool hours?</p> <p>22 A. In 2013?</p> <p>23 Q. Yes.</p> <p>24 A. No.</p> <p>25 Q. Were their pools hours, as far as you</p>

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1 A. Yes.

2 Q. Let's talk about harassment first.

3 Tell me what kind of harassment you think you've

4 faced?

5 A. Well, I can tell you what kind of

6 harassment I know I faced.

7 Q. Go ahead.

8 A. And that was a woman in the pool

9 circling around me and her words "I wish there was

10 an alligator in this pool to swallow you up."

11 Q. So obviously she didn't want you in

12 the pool?

13 A. Obviously.

14 Q. Were you swimming during the female

15 swim time?

16 A. Probably.

17 Q. Did she identify herself to you who

18 she was, what she was doing there?

19 A. No.

20 Q. To this day, do you know who she was?

21 A. No.

22 Q. Do you know whether she was a board

23 member or a non-board member?

24 A. I don't think she was a board member.

25 Q. So you were just harassed by someone

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1 in the pool, woman in the pool. Do you know whether

2 she was a resident or a non-resident?

3 A. I don't know.

4 Q. Is that the only time you were

5 harassed --

6 A. No.

7 Q. -- as identified in paragraph 57?

8 A. No.

9 Q. When was that exactly, what month?

10 A. Couldn't tell you.

11 Q. Who was there with you, if anyone?

12 A. That particular occasion I was there

13 with my parents.

14 Q. Just mom and dad?

15 A. Yes.

16 Q. Was there another incident?

17 A. There were several.

18 Q. Tell me the others?

19 A. I recall one gentleman asking me to

20 leave the pool during women's hours. And he said if

21 I didn't get out of the pool now, there could be

22 some trouble.

23 Q. Did he specify what kind of trouble?

24 A. No.

25 Q. Did he threaten any physical

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1 violence?

2 A. No.

3 Q. Do you know what month that was?

4 A. No.

5 Q. Was he a member of the board, as far

6 as you know?

7 A. I don't think so.

8 Q. What else?

9 A. I would say at least five times Fay

10 came over to me while I was swimming during co-ed

11 hours and asked me to leave the pool twenty minutes

12 prior to women's swim. And I would point to the

13 clock on the wall, which is on the exterior wall of

14 the clubhouse, and say Fay, there's twenty minutes

15 left. And she would say -- she would look at her

16 watch and say well, my watch says 3:00, so you have

17 to get out now. That happened several times.

18 Q. What months?

19 A. The summer months of 2016.

20 Q. Anything else?

21 A. No.

22 Q. So the five times total, that would

23 be the man, the woman and Fay. Anybody else?

24 A. No, no one else.

25 Q. Did Fay threaten anything?

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1 A. Fay threatened several times to take

2 away our wristbands and the key fob so we can no

3 longer have access to the clubhouse.

4 Q. Did she do that?

5 A. No.

6 Q. Were Fay and your mom friends at one

7 point?

8 A. Yes.

9 Q. What happened?

10 A. Good question. I'm not sure.

11 Q. You don't know?

12 A. I can speculate.

13 Q. All right. Tell me.

14 A. It seems to me that the members of A

15 Country Place would like to keep A Country Place all

16 orthodox.

17 Q. If that were the case, wouldn't the

18 pool be completely segregated?

19 A. I would hope not.

20 Q. But you just told me they want to

21 keep it all orthodox. According to the orthodox

22 Jewish religion, they have to be segregated.

23 A. If it was all orthodox, it wouldn't

24 be my concern.

25 Q. So what does that have to do with mom

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1 A. No, I didn't know that.
 2 Q. Which of the board members told you
 3 you were not on the deed at that board meeting?
 4 A. The second man to the right facing
 5 the board. And at that meeting he said they have a
 6 list of the homeowners and who's listed as being on
 7 the deed and that I was not on there. So I left
 8 that meeting thinking that they were clear that I
 9 was not on the deed.
 10 Q. All right. Your father is the only
 11 one on that deed. So if they were correct, then
 12 your mother theoretically wouldn't have been able to
 13 speak either, correct, because she wasn't on the
 14 deed?
 15 A. I suppose so.
 16 Q. And if you had power of attorney for
 17 your mother to speak, then you wouldn't have been
 18 able to speak for her since she couldn't speak
 19 either, correct?
 20 A. I suppose so.
 21 Q. The letter says, "Please do not have
 22 him attend again." That would be you. Did you ever
 23 go to any subsequent board meetings?
 24 A. No.
 25 Q. Let's look at Lusardi-6, July 28,

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1 2016. The second paragraph talks about, "If certain
 2 members of the community and board are trying to
 3 force me to move through harassment, intimidation,
 4 death threat to my son and my legs being broken so I
 5 can't use the pool, you are doing a fantastic job of
 6 that." Do you see that?
 7 A. Yes.
 8 Q. Did you ever get a death threat?
 9 A. Yes.
 10 Q. By whom?
 11 A. The woman in the pool who wished
 12 there was an alligator there to eat me.
 13 Q. That's the one we talked about
 14 earlier, right?
 15 A. Yes.
 16 Q. Your father's legs being broken, who
 17 threatened that?
 18 A. Same woman.
 19 Q. Same woman, same day?
 20 A. Yes.
 21 Q. Harassment, intimidation I think we
 22 covered. Anything else you want to add on that?
 23 A. No.
 24 Q. Were there other incidents after the
 25 summer of 2016 of any harassment?

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1 A. Can't think of anything.
 2 Q. Were all the harassment as a result
 3 of the pool?
 4 A. It may go deeper than that, but I'm
 5 not sure.
 6 Q. What do you mean by that?
 7 A. Well, I think A Country Place is
 8 ultimately on a course of being all orthodox and in
 9 my opinion, they're doing what they can to make
 10 that happen.
 11 Q. How so?
 12 A. Restricting pool use.
 13 Q. Anything else?
 14 A. Well, the other two amenities
 15 available at the clubhouse are all orthodox; the
 16 card room and the upstairs pool lounge.
 17 Q. Segregated by men, women?
 18 A. It's all men in those spaces.
 19 Q. Do you have any issues with those?
 20 A. I did take my daughter upstairs to
 21 the library on one occasion to play pool and look
 22 for some books and it was right before a men's
 23 prayer service on the second floor of the clubhouse
 24 and one of the men advised me that I needed to take
 25 my daughter and leave because they were about to

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1 start a prayer service.
 2 Q. Okay, so they're praying up there?
 3 A. I don't know what they're doing in
 4 that room.
 5 Q. He told you they were praying?
 6 A. That's what he told me.
 7 Q. And you were upset about the fact
 8 that they were praying?
 9 MR. ROMAN: Objection. That's not
 10 what he said.
 11 Q. What were you upset about?
 12 MR. ROMAN: That's ridiculous.
 13 A. I was upset that I had to leave the
 14 clubhouse while I was having a good time with my
 15 daughter playing pool and looking at books.
 16 Q. So you had spent some time with your
 17 daughter looking at books and playing pool?
 18 A. Multiple occasions we used it.
 19 Q. One time they wanted to pray, they
 20 told you you had to get out?
 21 A. They told me I had to get out of the
 22 common area, not the prayer room.
 23 Q. Okay. The common area where the pool
 24 table was?
 25 A. Yes.

CERTIFICATE OF SERVICE

I hereby certify that on this date the foregoing Brief of Appellants and accompanying Joint Appendix were filed electronically and served on all counsel of record via the ECF system of the United States Court of Appeals for the Third Circuit. In addition, seven (7) hard copies of the brief and four (4) hard copies of the appendix were sent to the Clerk's Office via New Jersey Lawyer's Service.

June 7, 2018

/s/José D. Román
José D. Román