CIVIL RIGHTS DIVISION

Notice to Close File

BFH:eym

File No. DJ 175-52-28 **Date** April 22, 1982

To: Acting Chief, General Litigation **Section**

Re: U.S. v. Trump Management, Inc,
New York, New York
Discrimination in Housing

It is recommended that the above case be closed for the following reasons:

This Title VIII lawsuit, against one of the largest apartment management companies in New York, was settled by Consent Decree in 1975. A subsequent attempt to obtain supplemental relief in this case several years ago died a slow death because of lack of evidence and the affirmative terms of the original decree have long since expired. We have received no discrimination complaints against Trump for many years.

The file should be closed.

Brian F. Heffernan
Attorney

To: Records Section
Office of Legal Administration

The above numbered file has been closed as of this date.

JUL 30 1982
Date

Joel Sedler for Thos M Keeley
Acting Chief, General Litigation Section

cc: United States Attorney
Brooklyn, New York

FORMERLY CVR-3 FORM CL-3

T. 7/11/79

JUL 13 1979

DSD:BFH:eym
DJ 175-52-28

Roy M. Cohn, Esquire
Saxe, Bacon & Bolan, P.C.
39 East 68th Street
New York, New York 10021

Re: United States v. Trump Management

Dear Mr. Cohn:

Your letter of June 29, 1979 unfortunately did not reach me until after our letter to Judge Neaher had been sent. We are, however, advising the Court that due to our receipt of your letter we are satisfied to delay our request for judicial intervention until a further attempt by the parties at resolving this matter can be made.

Your point with regard to taking a new look at the situation based upon the period from March, 1978 to July, 1979 is well taken. However, because of the almost total lack of contact between us concerning this matter over the past year, we do not have the information that is necessary for us to determine if all remaining problems in this case have been resolved or if further relief is necessary. We suggest that your client provide us with such information so that an evaluation can be made. The reporting provisions of the Consent Decree required Trump, among other things, to report to this Department the minority occupancy statistics of its rental properties. Such statistics are a good indicator of whether or not a defendant is conducting its business in a nondiscriminatory manner. We have not received any such statistics since the expiration of the affirmative provisions of the Decree in September of 1977.

cc: Records
Chrono
Heffernan
T. File

Accordingly, we would request that Trump furnish this Department with a current set of minority occupancy statistics for all of its properties for our review. It should not be unduly burdensome for your client to collect such data and, armed with this information, we should be able to determine if indeed the passage of time has resolved any remaining problems in this matter. If it can be determined from this review that Trump is operating its business in apparent compliance with the fair housing laws, we would be prepared to withdraw our pending motion in this action.

Please let me know as soon as possible whether this procedure is acceptable to you and your client.

Sincerely,

Drew S. Days III
Assistant Attorney General
Civil Rights Division

By:

Brian F. Heffernan
Attorney
General Litigation Section

T. 7/11/79

DSD:BFH:eym
DJ 175-52-28

JUL 11 1979

Honorable Edward R. Neaher
United States District Judge
United States Courthouse
225 Cadman Plaza East
Brooklyn, New York 11201

Re: United States v. Trump Management, Inc.
Civil Action No. 73-C-1529

Dear Judge Neaher:

Reference is made to this Department's July 5, 1979 letter concerning the above-styled case.

Subsequent to the mailing of such correspondence, this Department received a letter from Roy M. Cohn, counsel for Trump Management, which indicates the possibility of informal resolution of this matter. Accordingly, at this time we are satisfied to delay our request for judicial intervention until a further attempt by the parties at resolving this matter can be made.

Thank you for your attention to this matter.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Brian F. Heffernan
Attorney
General Litigation Section

cc: Records
Chrono
Heffernan
T. File

T. 6/18/79

JUL 5 1979

DSD:BFH:eym
DJ 175-52-28

Honorable Edward R. Neaher
United States District Judge
United States Courthouse
225 Cadman Plaza East
Brooklyn, New York 11201

BFH
6/18/79
JCA
6/19/79

Re: United States v. Trump Management, Inc.
Civil Action No. 78-C-1529

Dear Judge Neaher:

On March 6, 1978, the United States filed a Motion for Supplemental Relief in the above-styled case, alleging noncompliance of Trump Management, through racially discriminatory apartment rental practices of its employees, with the terms of a Consent Order filed June 10, 1975 in your Court which enjoined the defendant from engaging in any discriminatory practices prohibited by the Fair Housing Act, 42 U.S.C. §3601 et seq. On May 9, 1978, the parties met with you in Chambers to discuss this Motion and, at that time, it was agreed that counsel would attempt to work out an equitable settlement as quickly as possible.

Since the May 9 meeting, counsel have met twice to attempt to reach agreement on the terms of a settlement. On July 11, 1978, in Washington, D.C., a meeting was held to discuss a proposed Supplemental Consent Order which had been drafted by plaintiff. Based on discussion at this meeting, a new proposal was drafted by plaintiff and forwarded to defense counsel on July 14, 1978. On July 25, 1978, a meeting to discuss this proposal was held in New York. At that meeting, it was agreed that Roy Cohn, defense counsel, would forward to this Department a letter setting forth his client's views concerning that proposal and containing suggested changes for our

cc: Records
Chrono
Hefferman
T. File

review. To date, such a letter has not been received, nor has counsel for plaintiff been able to conduct any substantial discussion, written or oral, with Mr. Cohn to bring this matter to a conclusion.

On August 25, 1978, counsel for plaintiff sent defense counsel a letter (a copy of which is enclosed) asking for the agreed upon response to our proposal. The only response to this letter was from an assistant to Mr. Cohn, who stated on October 6, 1978 that Mr. Cohn had just returned from Europe and was beginning a two-week trial, but would get in touch with this Department at the end of the trial. Not having heard from Mr. Cohn at the promised time, another letter (a copy is enclosed) was sent on December 11, 1978. Mr. Cohn's response to this letter was a December 16, 1978 letter (a copy is enclosed) which dealt with no substantive issues in this case and which, in our opinion, served no basic purpose outside of apologizing for the delay already caused. On February 13, 1979, counsel for plaintiff attempted to telephonically contact defense counsel, but was informed he was out of town and would contact this Department when he returned the next day. Soon thereafter, Mr. Cohn's office called counsel for plaintiff to explain that Mr. Cohn would not be back until February 16, 1979, at which time he would call this Department. On February 27, 1979, still not having heard from Mr. Cohn, counsel for plaintiff again called his office, only to be informed that Mr. Cohn was out of the country and would not be back until March 7th or March 8th. At this point, counsel for plaintiff informed Mr. Cohn's office that, if Mr. Cohn did not get in touch with this Department, we would have to approach the judge to seek his assistance in attempting to resolve the outstanding problems in this case. As mentioned above, Mr. Cohn has not contacted this Department as of this date.

Our purpose in setting forth in detail above our attempts to resolve this matter is twofold: first, to indicate to the Court that plaintiff has made more than enough effort in an attempt to bring this matter to a prompt and equitable conclusion; second, to object to the overly dilatory tactics of defense counsel, who appears intent on avoiding contact with plaintiff until this matter has expired due to old age. In light of the above, we would request the Court to issue an

order requiring counsel for the parties in this action to meet within thirty (30) days of the issuance of such order, or to render whatever assistance the Court deems proper, in order to enable this action to proceed to conclusion.

Thank you for your attention to this matter.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Brian F. Heffernan
Attorney
General Litigation Section

Enclosures

cc: Mr. Homer LaRue
Assistant U.S. Attorney

Received in Office 7/9/79

Saxe, Bacon & Bolan, P.C.

39 EAST 68TH STREET
NEW YORK, NEW YORK 10021
(212) 472-4000
CABLE: SAXUM

JOHN GODFREY SAXE (1909-1953)
ROGERS P. BACON (1919-1962)

ROY M. COHN
STANLEY M. FRIEDMAN
DANIEL J. DRISCOLL
MICHAEL ROSEN
JOHN F. LANG
ROY R. KULCSAR
JEFFREY A. SHUMAN
LOUIS BIANCONE†
LAWRENCE E. CAMPANELLI††
GARY I. ELIAS†††
B. VINCENT CARLESIMO*
HOWARD FALCK HUSUM

* MEMBER OF NEW YORK AND NEW JERSEY BARS
†† MEMBER OF PENNSYLVANIA BAR ONLY
††† MEMBER OF FLORIDA BAR ONLY

THOMAS A. BOLAN, P.C.
COUNSEL

June 29, 1979

Brian F. Heffernan, Esq.
General Litigation Section
United States
Department of Justice
Washington, D. C. 20530

Dear Brian:

I have your letter of June 19, 1979, and am answering it en route from New York to Mexico. I have just completed a complicated criminal trial (hung jury), and am tired and way behind in other work. It has been a busy year.

First of all, please do not interpret any of this as a personal discourtesy to you or any of your colleagues--as you have all been courteous and understanding at our meetings and in our talks. Secondly, with well over a year having gone by since you explored "supplemental" relief after the expiration of the affirmative provisions of the decree, would it not be in order to take a new look at the situation based upon the period from March, 1978 to July, 1979 to determine whether the passage of time has not resolved any problems you thought might arise, and we can thus leave things in status quo without annoyance to either of us or to Judge Neaher.

With kindest regards--

Sincerely,

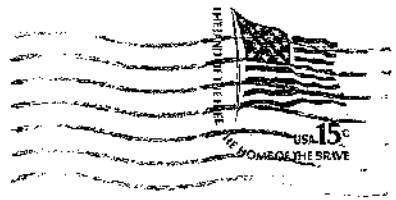
Roy M. Cohn

ROY M. COHN

RMC:nlb

Saxe, Bacon & Bolan, P.C.
39 EAST 68TH STREET, NEW YORK, N.Y. 10021





CRD
Todd Bldg
Rm. 962

Brian F. Heffernan, Esq.
General Litigation Section
United States
Department of Justice
Washington, D. C. 20530

T. 6/18/79

DSD:BFH:aym
DJ 175-52-28

JUN 19 1979

Roy M. Cohn, Esquire
Saxe, Bacon and Bolan, P.C.
39 E. 68th Street
New York, New York 10021

Re: United States v. Trump Management

Dear Mr. Cohn:

Despite repeated attempts to contact you, by phone and letter, since our meeting last July, in order to arrange for a substantive exchange aimed at resolving outstanding differences between the parties in the above-styled case, I have been unable to do so. While it is true that all of us have times when we are too busy to give matters the prompt attention which they ordinarily merit, it appears that this excuse has been utilized by you to completely avoid any thought and discussion about this matter.

Accordingly, I am enclosing a copy of a letter which will be sent to Judge Neaher two weeks from the date of this letter if, within that time, you do not notify this Department concerning your client's position on our last proposal which we discussed July 25, 1978 in your office.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Brian F. Heffernan
Attorney
General Litigation Section

cc: Records
Chrono
Heffernan
T. File

Enclosure

Saxe, Bacon & Bolan, P.C.
39 EAST 68TH STREET
NEW YORK, NEW YORK 10021
(212) 472-1400
CABLE: SAXUM

JOHN GODFREY SAXE (1909-1953)
ROGERS H. BACON (1919-1962)

ROY M. COHN
STANLEY M. FRIEDMAN
DANIEL J. ORISCOLL
MICHAEL ROSEN
JOHN F. LANG
ROY R. KULCSAR
JEFFREY A. SHUMAN
LOUIS BIANCONE *

THOMAS A. BOLAN
COUNSEL

*ADMITTED IN NEW JERSEY ONLY

December 16, 1978

DOCKETED
JAN 0 3 1979
CIVIL RIGHTS

United States Department of Justice
Washington, D.C. 20530

Attn: Brian F. Heffeman
Housing and Credit Section
DSD:FES:BFH:eym
DJ 175-52-28

Re: United States v. Trump Management

Dear Brian:

I can only ask you to accept my apology for not being able to give prompt attention to the discussions we have had, but it has turned out to be a court season of unbelievable pressure. I am going to think about it over the holidays and if I don't get back to you, please call me as a reminder. I would also ask you to consider the minimum that would be acceptable to you pursuant to our prior discussions and then we can determine quickly whether we can work this out.

Any delay is strictly unintentional, particularly as you have always been most courteous. With best wishes for the holiday season to you, Frank and your colleagues I have had the occasion to meet during the year.

Sincerely,

Roy M. Cohn/sb

Roy M. Cohn

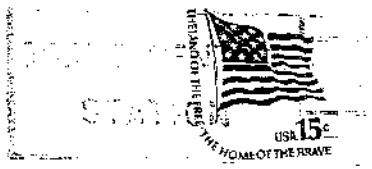
sb

175-52-28

P.S. I will be back in the country immediately after the holidays.

Sacco, Bacon & Bolan, P.C.
39 EAST 68TH STREET, NEW YORK, N.Y. 10021





United States Department of Justice
Washington, D.C. 20530

Attn: Brian F. Heffeman
Housing and Credit Section
DSD:FES:BFH:eym
DJ 175-52-28

T. 12/11/78

DSD:FES:BFH:eym
DJ 175-52-28

DEC 11 1978

Roy M. Cohn, Esquire
Saxe, Bacon and Bolan, P.C.
39 E. 68th Street
New York, New York 10021

Re: United States v. Trump Management

Dear Mr. Cohn:

As you will recall, at our conference with Judge Neaher on May 9, 1978, we informed him that we would make every effort to quickly settle remaining differences between the parties in the above-captioned case. Two meetings and several proposals later, we have not done so.

After our July 25th meeting, I understood that you would inform this Department of your client's position on our proposal of July 14, 1978 and of possible suggested changes in the same. In my letter of August 25, 1978 and my conversation of October 6, 1978 with your assistant, Vincent Millard, I reiterated this understanding. To date, we have heard nothing from you. If, as you have stated in the past, you desire to resolve this matter, I would expect to hear from you as soon as possible. As it has been nine months since the filing of our pending Motion, it would appear to be time now to fish or cut bait, so to speak, and either settle this matter or approach the Court with our problems.

cc: Records
Chrono
Heffernan
T. File

I await your response.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Brian F. Heffernan
Attorney
Housing and Credit Section

Open Housing Center of New York

Housing Assistance for Employees of New York Companies
150 Fifth Avenue, Suite 918, New York, N.Y. 10011 (212) 989-7346

EXECUTIVE OFFICERS
Betty Hoeber, Director
(b)(7)(C) Assistant Director
Equal Opportunity Director

September 19, 1978

Mr. Brian Heffernan
Dept. of Justice
Housing Section - Civil Rights Div.
550 Eleventh St., NW
Washington, D.C. 20530

DOCKETED
SEP 25 1978
CIVIL RIGHTS

Dear Brian,

We enclose copies of correspondence from a Black tenant at Kendall Hall, a Trump building at 41-10 Bowne St., Flushing, N.Y.

(b)(7)(C) informs us that most of the in-coming tenants in the last year have been minorities.

My point in sending this is two fold:

A. (b)(7)(C) advise me that (b)(had a conversation with 2 white tenants who moved in recently and who invited (b)(7) in to see their apartment. It was sparkling clean and in excellent condition. I don't know if (b)(7)(C) situation is unique or is part of a pattern of unequal treatment of Black tenants.

(b)(7)(C) says the building, according to a conversation with a staff person, used to employ more maintenance help but in the past 2 years they have reduced to 2 porters plus super.

B. Any new consent agreement arrived at should address itself to the issue of maintenance of buildings in which desegregation occurs.

May we please have your comment on this as soon as possible.

Sincerely yours,

(b)(7)(C)

(b)(7)(C)

DEPARTMENT OF JUSTICE
24 SEP 22 78
R.A.O.
RECORD
CIV. RIGHTS DIV.

PS:dmc
Enclosures

(b)(7)(C)

September 10, 1978

Trump Management Agency
2611 West 2nd Street
Brooklyn, New York 11223

Dear Sirs:

This letter is a follow-up to a telephone conversation I had on September 1, 1978 with one of your agents pertaining to the persistent problems I have encountered and suffered since moving here October 1, 1977. I also requested for the fourth time to be relocated in another apartment so that I could begin to live a decent life and to enjoy the tranquility which is rightfully mine as a tenant. Having been refused relocation on the basis of my unexpired lease and your not having taken into account the hazardous and extremely uncomfortable conditions of this apartment, I am wondering if you would reconsider your priorities and give me another apartment or release me from my lease so that I could be free to locate an apartment on my own.

You may recall that I made the first request of this nature in a letter to you dated January 25, 1978. (See enclosed copy). Since that time, I have been forced to live with very large holes in my living-room and the bathroom in the bedroom, falling plaster, pouring rain-all of which persisted for about three months in spite of the fact that I notified you immediately after the ceilings collapsed. This seems in keeping with your severe problem of procrastination in making repairs, at least at Kendall Hall, as I kept apprising both the main office and (b)(7)(C) of the leaks and both the damage to your and my property and the terrible discomfort I experienced. In fact, you did not make any effort to repair the roof and the ceilings until I withheld my rent and even then, it took almost a month for you to complete the job as there were long periods when no work was done. Although the ceilings were repaired, the floors remained untouched for about another month and again was not cleaned until I withheld my rent.

The person who repaired the ceilings not only did a quite sloppy job in making repairs, but threw plaster all over my furniture, the walls, and the floors and left it for me to clean.

In June, 1978 I again notified you by telephone of the same leaks reoccurring. You offered as an excuse then for not immediate repair the fact that (b)(7)(C) had suffered a heart attack when in fact (b) does not make the roof repairs. Nevertheless, there was an unsuccessful attempt at repairing the roof. As of today and in spite of my desperate attempts to impress upon you the urgency of resolving this perennial problem, the conditions of the apartment remain essentially the same, if not worse. The leak in the living-room is spreading and I live in the constant fear of further and more extensive damage to my furniture as there remains no place to push the lighter pieces and others are too heavy for me to push. The bathroom ceiling is again sagging and is beginning to collapse again. My feeling of fear is further compounded by the fact that the first time the living-room ceiling collapsed, it narrowly missed falling on my head! I have had to move everything out of the hall closet and to use my bedroom and dining room as a storage because of the leaks and the musty, stifling odors that prevail in my bedroom. And, since the air vent in the bathroom has not been cleared of obstruction, I have an admixture of stale cigarette smoke, food odors, and the musty odors.

Sirs, from the day that I moved in, I have been trying to get management to put this apartment in the order it should have been prior to my moving in. I would like to add to the list of things that have not been done in the first letter I sent you:

1) The radiators leak, hiss and make loud, banging noise which interrupts my early morning sleep;

2) Dust and grease still hang from the light fixtures;

3) Peeling paint and rust spots are still in the main bathroom even though (b)(7)(C) promised to fix them;

4) The floors need scraping ;

5) Most of the windows do not close properly and some of the screens are ill-fitted.

When I called the main office to have the air conditioners serviced, I was told to clean them myself and to ask (b)(7)(C) for filters. Since I have taken it upon myself to try to clean up this place which took months, I am at my wits end. Why, I even had to push the refrigerator into place although (b)(7)(C) had promised to get the apartment in order.

All of this is totally unacceptable! I have not been able to completely set up my apartment and I see no valid reason why you should expectme to continue to subject myself to health and safty hazards while paying rent at the level that I am paying. I have suffered enough emotional and physical stress and am again requesting to be relieved of this particular apartment.

6. The blinds are either soiled, rusty and broken. I have not yet gotten one for the kitchen window.

7. All of the air conditioners are clogged with dirt and dust.

8. I have not been able to have any peace and quiteness because of the excessive noise the tenants in 7E make. They are constantly running, stomping, playing ball, and playing their record player loudly, not to mention yelling. I am constanly disturbed from my sleep as early as 7:00 A.M. and as late as 11:00 P.M. everyday of the week. I think it is enough to contend with the planes and the vibrations from the Long Island trains, but to have to be constantly feeling the vibrations from the jumping and stompping emanating from next door is unconscionable.

I have not been able to put down rugs and carpeting, nor hang my paintings because of the dirt, leaks, and vibrations.

I work two jobs in order to be able to pay the rent of $400.00 per month and I must be able to enjoy some peace and quiteness if I am to continue working. The nature of my jobs is such that I have to take paper work home and so far I have been unable to do it. This is jeopardizing my jobs as well as my health and I would appreciate your doing something about it.

I should hope that you will give these matters your urgent consideration. If not, then I would like to be relocated in another apartment under your management or be released from my lease as soon as I can locate another apartment.

If you wish to discuss these matters with me, you can reach me at (b)(7)(C) during the week days from 9-5.

Yours truly,

(b)(7)(C)

(b)(7)(C)

January 25, 1978

Trump Management Agency
2611 West 2nd Street
Brooklyn, New York 11223

Dear Sirs:

I am writing to register several complaints pertaining to my apartment as well as to request that the situation be remedied as soon as possible. I am writing you after attempting to get (b)(7)(C) the superintendent, to make the necessary corrections.

1. The roof leaks in the living-room and in the bedroom bathroom. The leaks in the living-room expand half-way and I have had to have a chair re-upholstered because of the damage caused by the leaks.

2. All of the floors in the apartment need to be scrapped because of the ground-in dirt and water damage. The floors had not been cleaned before wax was put on the floors. There are also blood stains on the floor which were also covered over with the wax.

3. The air vent in the bedroom bathroom is not in working order and before I covered it, the bedroom was filled with food odors and stale cigarette smoke. At it stands at the present, there is no ventilation in neither the bedroom and bathroom - a violation of the housing and health codes.

4. The light fixtures are rusty and just plain filthy with accumulated grease and dust.

5. The main bathroom ceiling has rust spots in addition to a leaky ~~unvented~~ pipe, and rusty toilet.- same for the other toilet. They are both wrapped in tape.

I might add in closing that the leasing of this apartmen. and my efforts to get you to fulfill your responsibility as the landlord is becoming much too expensive for me. I went into debt to buy additional rugs so as to meet your requirement of covering the floors. Because of the condition of the floors and the ever present leaks, I have not been able to put them down. Additionally, I had to have a chair reupholstered because of water damage and I have had to take time out from work in order to devote time to my housing problems. Because I can not continue to do this I am asking that you give my request for relocation into another apartment serious consideration.

Thank you.

Very truly yours,

(b)(7)(C)

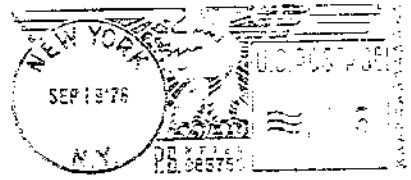
Copy to:

(b)(7)(C) Housing Specialist
Operation Open City
161-10 Jamaica Ave.
Jamaica, N. Y. 11432

(b)(7)(C) Equal Opportunity Dir.
Open Housing Center
150 Fifth Avenue
New York, N. Y. 10011



Open Housing Center of N.Y.
150 Fifth Ave., Suite 918
New York, N.Y. 10011



Mr. Brian Heffernan
Dept. of Justice
Housing Section - Civil Rights Div.
550 Eleventh St., N.W.
Washington, D. C. 20530

Open Housing Center of New York

Housing Assistance for Employees of New York Companies
150 Fifth Avenue, Suite 918, New York, N.Y. 10011 (212) 989-7346

EXECUTIVE OFFICERS
Betty Hoeber, Director
(b)(7)(C) Assistant Director
Equal Opportunity Director

June 30, 1978

Mr. Harvey Handley
Housing Section
Civil Rights Division
Department of Justice
550 11th Street
Washington, D.C. 20530

Dear Mr. Handley:

Enclosed are the suggestions we have set down for changes in the Trump Consent Decree, which we hope you will wish to make. As we have explained, the conditions reached in the current decree left so many cracks and possibilities for lack of success that we want to iron them out in advance. Now that we have had these two years of working with the decree we think it is possible to make changes that will really bring the results we all hope for.

As I said on the phone, one weak spot is the procedure for acting on complaints. We would be glad if a mechanism could be set up in the Justice Department so that complaints which we report to you would be investigated at the time and not be held until the end of the decree as they actually seem to have been this time. I realize that part of this was our fault, in not reporting them fully at the time, and perhaps not to the proper person in the Housing Section. Our records show that we did keep writing letters and making reports of individual instances, but perhaps we were not doing this in the correct way. Anyhow, we think this is important.

Please call us if you have any questions about these suggestions.

Sincerely,

Betty Hoeber

Betty Hoeber
Director

BH:dc
Enc.

To: Department of Justice, Civil Rights Division

From: OPEN HOUSING CENTER OF NEW YORK

Subject: SUGGESTIONS FOR CHANGES IN TRUMP CONSENT DECREE

Page 8. 3. "Implement an advertising program etc."

a. Include newspapers. Note: Trump advertising is placed solely in newspapers. Therefore this is the only medium that counts. Radio and other media not used.

Page 8 (a): b. Omit this section completely. "All advertising in newspapers etc" in a. above will cover this.

Note: Rotating ads carrying "Equal Housing Opportunity" have not proved adequate to inform the minority community of the defendant's non-discriminatory rental policy as described in 3. above. Therefore, we suggest that it be replaced by change suggested.

Page 9. c. Line 5. Change "monthly" to "weekly."

Note: these are weekly papers and the monthly ads have not reached enough Black and Latin readers to provide sufficient knowledge of the availability of Trump apartments and of the firm's non-discriminatory policy.

Page 10. B. Program of Providing Listings for Minority Apartment Seekers

Lines 2 and 3. Omit "New York Urban League."

Correct zip code to: 10011

Lines 4-17. Changes as follows:

"every fifth available apartment in each size (studio, one-bedroom, two-bedroom) in Shorehaven and Beachhaven; and every second apartment in all other buildings which have a black tenancy of less than 10 percent, at least seven days prior to placing those apartments on the open market.** The seven-day priority shall take effect when the Center has received notification. This may be by telephone or messenger, confirmed by mail. During this seven-day period the Open Housing Center shall have the opportunity to refer qualified applicants to the defendant for the purpose of renting the apartments. All applicants referred by the Open Housing Center shall provide the defendant or its representative with an appropriate identification which will serve to advise the defendants that such applicant has been referred by the Open Housing Center, or the defendants or their authorized representatives will be informed by telephone by the Open Housing Center that an applicant or applicants are coming to inspect the priority apartments. This telephone notification will serve as an appropriate identification in the absence of a written statement or letter."

** Omit. Not necessary. Covered in above.

"After seven days from the time the Open Housing Center receives notification, if no qualified applicant referred by the Open Housing Center has filed application seeking to rent the apartment, the apartment may be placed on the open market" (continue paragraph without change).

Page 12. Section V. Standards and Procedures.

A. Standards

1. Income

Omit (a)

Omit (b) and all that follows under 1.

Note: These conditions contained in the present Consent Decree are inhibiting and unreasonable. We believe they are not required of white applicants to Trump buildings and are therefore actually discriminatory and improper in a decree "seeking to establish an Affirmative Program aimed at ensuring compliance with the Fair Housing Act of 1968" (See page 7.)

Page 14 a.

Omit (i) (ii) and (iii)

These sections are offensive and unnecessary, stimulating unfavorable impressions in regard to minority applicants. They should be eliminated.

Omit (iv). This section is offensive and unnecessary. If Trump Mgt. Co. contacts former landlords of all applicants in the course of checking credit and other references such contacts should be the same for minority applicants. This section establishes a special procedure for the latter.

Page 16. Provinding Rental Information to Apartment Seekers.

line 9. a. Instead of "shall be shown" change to; "shall be posted in prominent place in the rental office so that applicants may see and refer to it."

line 10. Change to: "Defendant shall also maintain and post in a prominent place at each of its buildings a similar list of the apartments vacant at that building by type of apartment available and a posted notification that complete lists of all available apartments" (continue paragraph).

Page 22. Change entire paragraph.

Reason: 22 days is far too long in the matter of apartment rentals for steps to be taken to "remedy conditions leading to complaint." Instead, we believe it is essential that complaints be acted on at once. We urge that no such elaborate delay be provided for. A great deal of the trouble in implementing the Consent Decree in the past was that the complaints were smoothed over locally by the Trump representative, Mr. Eskenazi, but the basic non-compliance was not addressed. We suggest that a much prompter, more effective method be established.

T. 8/22/78

DSD:FES:BFH:eym
DJ 175-52-28

25 AUG 1978

8/24/78

Roy M. Cohn, Esquire
Saxe, Bacon and Bolan, P.C.
39 E. 68th Street
New York, New York 10021

Re: United States v. Trump Management

8/25

Dear Roy:

With regard to our meeting in New York on July 25th, I was under the impression from that meeting that you would be forwarding to this office a letter presenting your client's views concerning our latest proposal and containing suggested changes in that proposal for our review. To date, I have not received any such correspondence.

I know that you share the hope of this Department that this matter can be brought to a prompt and equitable conclusion. Accordingly, I would appreciate hearing from you as soon as possible so that we can progress further toward a settlement in this case. The meetings which we have had to date have been productive and have been conducted in a mutual spirit of co-operation. I hope that this spirit will continue to exist in our negotiations and that resolution of this matter can be quickly brought about to the satisfaction of both parties.

I hope all is well in New York.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Brian F. Heffernan
Attorney
Housing and Credit Section

cc ✓ Records
Chrono
Heffernan
T. File

T. 7/13/78

JUL 14 1978

DSD:FES:BFH:eym
DJ 175-52-28

Roy M. Cohn, Esq.
Saxe, Bacon and Bolan, P.C.
39 East 68th Street
New York, New York 10021

Re: United States v. Trump Management, Inc.
Civil Action No. 73-C-1529

Dear Mr. Cohn:

Enclosed please find a draft of a proposed Order in the above-captioned case. You will note that our original proposal has been substantially revised to reflect the discussion which we had in Frank Schwelb's office on July 11.

I believe you have come to realize that we are not inflexible with regard to our proposals in this matter, and that further discussion regarding certain parts of the Order can always be fruitful. We look forward to meeting with you on July 25th in your offices and hope that this matter can be brought to a prompt and equitable conclusion.

My best regards to you.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Brian F. Heffernan
Attorney
Housing and Credit Section

cc: Records
Chrono
Heffernan
T. File

Enclosure

cc: Homer LaRue

T. 7/13/78

DSD:FES:BFH:eym
DJ 175-52-28

JUL 14 1978

Mr. Homer LaRue
Assistant United States Attorney
Eastern District of New York
United States Courthouse
Room G-80
225 Cadman Plaza East
Brooklyn, New York 11201

7/14/78

Re: United States v. Trump Management, Inc.
Civil Action No. 73-C-1529

Dear Homer:

Enclosed please find a copy of the letter and proposed Order which we sent to Roy Cohn today. As you will note, our proposal now consists of a modified Order extending the injunctive provisions of the original Consent Order and approving an Affirmative Action Plan which the defendant agrees to carry out.

I will get in touch with Mr. Cohn's office to confirm our July 25th date and inform you of the results of my contact. I am glad you were able to make it down here for the meeting and look forward to seeing you in New York on the 25th.

My best regards.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Brian F. Heffernan
Attorney
Housing and Credit Section

Records
Chrono
Heffernan
T. File

Enclosures

R - the memo you requested from (b)(7)(C) re: Trump Negotiation

TRUMP MANAGEMENT, INC.

600 AVENUE Z
BROOKLYN, N.Y. 11223
743-4400

July 11

Received from Roy Cohn Monday 7/14/78

June 16, 1978

Roy Cohn, Esq.
Saxe, Bacon & Bolan, P.C.
39 East 68th Street
New York, N. Y. 10021

EOB 7/30/78 125-52-28

Re United States vs Trump

Dear Roy:

Reference is made to the U.S. Dept. of Justice draft of a Supplemental Consent Order. I believe this is ridiculous, repetitious and would result in additional expense and inconvenience for the Trump Organization. Specifically I refer to page 2, lines 6 and 7 wherein the U.S. concluded that substantial uncorrected violations of the Act and of the Order had taken place." As a matter of fact each and every alleged violation (8) that were brought to our attention were corrected and resolved. The government once again requests that we conduct an educational program, which we previously complied with.

The request of Notification to the Community of defendant's non-discriminatory policy through advertising and written notification to persons, organizations and corporations doing business with the defendant has previously been done by the Trump Organization without any complaint whatsoever from the Government. Once again they are making request that we do the same.

One Page 10 the Government requests the providing of rental lists to the Open Housing Center on a weekly basis. In the previous Consent Order when this was done in good faith by the Trump Organization, the Open Housing Center, in violation of the Consent Decree Order, distributed these lists across the City without dissiminating the proper rental standards

continued.....

and procedures which resulted in the Trump Organization receiving inquiries and visits from many unqualified prospective tenants. This was brought to the attention of the Justice Department and the Open Housing Center.

On page 9. paragraph C states, "Inquirers shall be uniformly informed of the qualifications for rental, including the income, security deposit and W2 form requirement. When we did this during the previous two years, we were reprimanded by the Dept. of Justice for pre-screening.
(Note page 9 paragraph C also contradicts page 8 paragraph B.)

On pages 10 and 11 of the proposed Supplemental Consent Order, the government has eliminated 10 of 15 buildings where reporting requirements were previously agreed upon. I can only interpret this as satisfaction on the part of the government for the excellent job the Trump Organization did. Buildings eliminated are: Argyle, Westminster, Lawrence Gardens, Belcrest Hall, Highlander, Saxony, Clyde Hall, Edgerton Hall, Winston Hall, Sussex.

They have now added 8 additional buildings. Why? We see no reason for this as there have never been any complaints whatsoever in these buildings. Buildings added are: Falcon, Wilshire, Fiesta, Southampton, Nautilus, Ocean Terrace, Park Towers, Park Briar.

On page 12, item 2, a request is made for representative copies of all newspaper advertisements for all N.Y.C. buildings and the dates for each advertisement. This request was not even required in the Original Consent Order.

Not once in the previous 27 months did the Government find it necessary to inspect our records despite a personal invitation by (b)(7)(C) yet at this time an unconventional request for a supplemental consent order would only result in repetition, additional expense and inconvenience for the Trump Organization.

Sincerely

(b)(7)(C)

IE:bb

Attached find Summary of Incidents on which Government relies on bringing their motion.

Re: U.S. v Trump

Summary of Incidents

Incident #1 -- (b)(7)(C) - resolved - client rented.

Incident #2 -- (b)(7)(C) - resolved - client rented.
(This incident was not previously reported to us.)

Incident #3 -- (b)(7)(C) - resolved - client rented.

Incident #4 -- (b)(7)(C) - resolved - client rented.

Incident #5 -- (b)(7)(C) - resolved - client rented.
(This incident was not previously reported to us.)

Incident #6 -- (b)(7)(C) - This incident was not previously reported to us - Client did not like layout of rooms and did not rent.

Incident #7 -- (b)(7)(C) - client did not rent - rental agents emphatically deny all allegations.

Incident #8 -- Open Housing Tester - We are not in a position to determine facts as the party involved "(b) the doorman" passed away a week after the alleged incident.

Incident #9 -- (b)(7)(C) - A comprehensive and thorough response was sent to the Justice Dept. which clearly demonstrates how half-truths and incomplete facts have been used in an attempt to undermine the fine job the Trump Organization has done.

Incident #10 - Open Housing Tester

Incident #11 - Open Housing Tester

Incident #12 - Open Housing Tester

We responded to the above three alleged incidents all occurring on September 8, 1977, just two days prior to the expiration of our Consent Decree. I would like to determine how many testers were dispatched during the previous 27 months in an attempt to find violations but met with a complete lack of success and due to this frustration, they suddenly, on September 8, 1977, found three alleged violations.

T. 6/8/78

JUN 8 1978

DSD:FES:BFH:eym
DJ 175-52-28

Mr. Homer LaRue
Assistant United States Attorney
Eastern District of New York
United States Courthouse
Room G-80
225 Cadman Plaza East
Brooklyn, New York 11201

Re: United States v. Trump Management Co.
Civil Action No. 73C 1529

Dear Homer:

Enclosed please find a copy of the letter and proposed Consent Order which we sent to Roy Cohn, counsel for the defendant in the above-styled case, on May 26, 1978. I apologize for the lateness in getting this to you but I inadvertently left your name off the distribution list when I had the letter typed.

As you can see from reading the letter, we felt it was unfair to hold Mr. Cohn to the meeting date set for the first week in June because of the delay in getting the proposed Order to him. However, we fully intend to proceed as quickly as possible in this matter in order to bring it to hopefully a prompt settlement.

I hope that all is well in New York and will keep you advised of further developments in this matter.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:
Brian F. Heffernan
Attorney
Housing and Credit Section

cc: Records
Chrono
Heffernan
T. File
Enclosures

Saxe, Bacon & Bolan, P.C.
39 EAST 68TH STREET
NEW YORK, NEW YORK 10021

JOHN GODFREY SAXE (1909-1953)
ROGERS H. BACON (1919-1962)

ROY M. COHN
STANLEY M. FRIEDMAN
DANIEL J. DRISCOLL
MICHAEL ROSEN
JOHN F. LANG
JAMES M. PECK
ROY R. KULCSAR
JEFFREY A. SHUMAN
RONALD F. POEPPLEIN
EDWARD H. HELLER
LOUIS BIANCONE*

(212) 472-1400
CABLE: SAXUM

THOMAS A. BOLAN
COUNSEL

*ADMITTED IN NEW JERSEY ONLY

DOCKETED
JUN 8 1978
CIVIL RIGHTS

June 1, 1978

Harvey L. Handley, III, Esq.
United States Department of Justice
Civil Rights Division
Washington, D.C. 20530

File 8/8/78 1/30/82

Re: DSD:FES:HLH:eym
DJ 175-52-28
U.S. v. Trump Mgmt.

Dear Mr. Handley:

Thank you for the materials. I am having them analyzed so that our meeting will be meaningful. I understand and appreciate your statement that your presentation was sent later than you had hoped, thus delaying a meeting. I return from a trip abroad on clients' business on June 15, and must leave for the coast for the Federal Court hearing in the Avis Rent-A-Car case. I then have depositions, court hearings and arbitrations on a daily basis until and including June 29 (Lang v. Ford Motor Co., et al.).

If I can still navigate, I'm going to the Cape over the holiday weekend. This is a long way of saying - pick your date after the July 4 holiday, and I'll be there - but please let me know soon so other commitments don't intervene.

Sincerely,

175-52-28

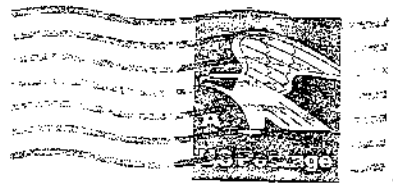
Roy M. Cohn

sb

JUN 7 1978
R.F.D.
CIVIL RIGHTS

Saxe, Bacon & Bolan, P.C.
39 EAST 68TH STREET, NEW YORK, N.Y. 10021

NEW YORK, N.Y.
PM
2 JUN
1978



Harvey L. Handley, III, Esq.
United States Department of Justice
Civil Rights Division
Washington, D.C. 20530

T. 5/25/78

MAY 26 1978

DSD:FES:HLH:BFH:eym
DJ 175-52-28

Roy M. Cohn, Esq.
Saxe, Bacon & Bolan, P.C.
39 East 68th Street
New York, New York 10021

4
5/26/78
FES
5/26

Re: United States v. Trump Management, Inc.
Civil Action No. 73-C-1529

Dear Mr. Cohn:

As you requested at the conference on May 9, 1978, we are enclosing a summary of the incidents on which we rely in bringing our Motion, most if not all of which you are already aware of. If this matter proceeds to a hearing, we would of course conduct discovery to determine whether there has been additional discrimination.

Also enclosed is a draft of a Supplemental Consent Order. Obviously, nothing is written in stone and parts may have to be revised to reflect changed practices of your client. We look forward to discussing this proposal with you in our offices as soon as possible. As this proposal will not reach you until the week of May 30, which was the time initially agreed upon by both sides for such discussion, our meeting, in all fairness to you, should be postponed for a short time to give you and your client sufficient time to examine it. However, I would expect you to evidence the spirit of cooperation and desire to bring this matter to a prompt conclusion which you expressed in Judge Neaher's chambers by arranging to meet with us at the earliest possible date.

cc: Records
Chrono
Handley
Heffernan
Trial File

I look forward to hearing from you.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Harvey L. Handley, III
Attorney
Housing and Credit Section

Enclosures

SUMMARY

Older Incidents

1. (b)(7)(C)

(b)(7)(C) a black client of the Open Housing Center, went to Wilshire Hall in Queens in late August, 1975, and asked the doorman about the availability of two bedroom apartments. After showing (b)(7) apartment 7FF, the doorman referred (b)(7) to the superintendent, (b)(7)(C) told (b)(7)(C) in an unpleasant manner, that (b) could not have seen 7FF because it was not available, and that (b) only had one two bedroom apartment available, 7G. After making a phone call, however, (b)(7) informed (b)(7) that there was a deposit on that unit. Asking (b)(7)(C) to leave (b)(7)(name and number, (b)(7)(stated (b)(would call (b)(7) if the depositor did not take the apartment.

Two days later, (b)(7)(C) returned to the building and spoke to (b)(7)(C) who told (b)(7) that 7G had been rented and that no other apartments were available. At the end of that week, (b)(7)(C) called Wilshire Hall on the phone and, without identifying (b)(7)(C) asked if there were any two bedroom apartments available. (b)(7) was told there were some. Later that same day (b)(7 called (b)(7)(C) and this time identified (b)(7)(C) (b)(7) said that 7G was still rented and nothing else was available.

On September 10, 1975, (b)(7)(C) called (b)(7)(C) about (b)(7)(C) s experiences. (b)(7)(C) after checking with (b)(7) (b)(7)(C) called back and told (b)(7)(C) that 7G was available and that (b)(7)(C) should return to Wilshire Hall if (b)(7 wanted the apartment. Upon returning to the building and filing an application for 7G, (which was ultimately accepted), (b)(7)(C inquired about the availability of apartment 7FF, and was told by (b)(7) it was rented. Upon checking with (b)(7)(C) was told that 7FF had been rented, but that it had been available when (b)(7) first inquired.

2. (b)(7)(C)

(b)(7)(C) who are black, went to Shorehaven in Brooklyn on January 24, 1976, and talked to agent (b)(7)(C) about renting an apartment. (b)(7)(C) told them that the income of both (b)(7)(C) could not be considered in applying for the apartment and that, since (b)(7)(C) income did not, alone, meet the

criteria, they were not eligible. (b)(7)(C) upon learning of this, called (b)(7)(C) who said (b) would call the (b)(7)(C) immediately after reprimanding (b)(7)(C) The (b)(7)(C) did go back to Shorehaven and were rented an apartment by (b)(7)(C)

3. (b)(7)(C)

(b)(7)(C) and (b)(7)(C) who are black, went to Shorehaven in Brooklyn on April 24, 1976, and asked the rental agent, (b)(7)(C) if any two bedroom apartments were available. They were shown one apartment, which was in disrepair, and, upon asking if there were any other similar sized apartments available, (b)(7)(C) replied that there was one other, but it was smaller than the one they had just seen. (b)(7)(C) states that the agent was very rude to them.

The Trump vacancy list for April 19, 1976, showed nine 4 1/2 room apartments available at Shorehaven. The April 26, 1976, list showed seven 4 1/2 room apartments available.

Upon learning of the experience of the (b)(7)(C), (b)(7)(C) (b)(7)(C called (b)(7)(C) (b)(7 apologized and acknowledged that there were more than two 4 1/2 room apartments available at Shorehaven when the (b)(7)(C) had applied. Eventually, with (b)(7) (b)(7)(C) assistance, the (b)(7)(C) got an apartment at Shorehaven.

4. (b)(7)(C)

On or about July 7, 1976, (b)(7)(C) a black client of the Open Housing Center, went to Highlander Hall in Queens looking for a 3 1/2 room apartment or a large studio. (b)(7) had with (b) a copy of the July 1, 1976, Trump vacancy list which showed four studios and one 3 1/2 room apartment as being available. As (b)(7) came to the door of the building, (b)(7 met the doorman and inquired about the availability of apartments. The doorman replied that nothing was available, and when (b)(7)(C) asked for the superintendent, (b)(replied that (b) was not in. (b)(7)(C) then left.

Later that day, or the following day, (b)(7)(C) returned to Highlander Hall and again talked to the doorman who stated that nothing was available and that the superintendent was not in. The doorman tried to stop (b)(7)(C) from entering the lobby, but (b)(7) succeeded in ringing the superintendent's bell. When the superintendent, (b)(7)(C) emerged, (b)(7)(C) asked (b) if any one

bedroom or studio apartments were available, and was told that nothing was available. When (b)(7)(C) informed the agent that (b)(7) had the current Trump listings and was interested in seeing apartment 4F, (b)(7)(C) replied that 4F had been rented, that the 4 1/2 room apartment on the list had been seen by a man who was coming back (although no application or deposit had been left) and that there was only one studio which had been rented that morning.

When (b)(7)(C) called (b)(7)(C) about this incident, (b)(confirmed that apartment 4F had been rented. However, (b) also stated that three other apartments (2 studios and a 4 1/2 room apartment) had been available at Highlander at the time that (b)(7) (b)(7)(C) inquired. (b)(7)(C) went back to Highlander the next day and was shown apartments by a very apologetic (b)(7)(C) (b)(7)(C) did not like the studio at Highlander and eventually found an apartment at Belcrest Hall.

In addition to (b)(7)(C) troubles at Highlander, (b)(7)(also encountered difficulty in getting to see an apartment at Edgerton Hall. At about the same time as (b)(7) looked at Highlander, (b)(7)(C) went to Edgerton Hall with a Trump vacancy list. The doorman at the building would not let (b)(7) in, stating (b)(7) would have to go to Kraham Leasing Agency before (b)(7) could see an apartment. However, after (b)(7 showed the doorman the vacancy list, (b)(7) grudgingly let (b)(7) in the building and showed (b)(7) a studio apartment. (b)(7)(C) felt that the studio was too small and did not inquire further as to any other available apartments.

5. (b)(7)(C)

(b)(7)(C) a black (b)(7) went to Grymes Hill, a Trump development in Staten Island, on April 16, 1977. (b)(asked for and was shown a two bedroom apartment and then went to the rental office to file an application. After being interviewed by a (b)(7) (b)(7)(C) took an application home, filled it out and returned to Grymes Hill with it on April 18. (b)(7) was told to call back the next day. When (b) did, (b)(7 was told that, because (b)(7 had been living in Parkhill, a predominantly black (non-Trump) development with an allegedly high dispossession rate, (b)(7) application had been rejected.

(b)(7)(C) called the Open Housing Center and told them what had happened. They talked to (b)(7)(C) on April 25, 1977, who apologized for (b)(7)(C) stating that (b)(7 had acted improperly. (b)(7)(C) reprimanded (b)(7)(C) according to OHC, and (b)(7)(C) eventually signed a lease at Grymes Hill.

6. (b)(7)(C)

On June 21, 1977, (b)(7)(C) a black (b)(7)(C), called the Beach Haven rental office in Brooklyn and spoke to a (b)(7) rental agent. (b)(7) inquired about two bedroom apartments and was told that the only apartments available at Beach Haven at that time were studios. The June 16, 1977, vacancy list showed five 2 bedrooms and six 1 bedroom apartments in addition to many studios. The June 23, 1977, list showed five 2 bedrooms and five 1 bedroom apartments available, in addition to 10 studios. When (b)(7)(C) (b)(7)(called (b)(7)(C) agreed that false information had been given to (b)(7)(C) and set up an appointment for (b)(7) (b)(7)(C) to see apartments at Beach Haven. When (b)(7)(C) went there one or two days later, (b)(was shown one 2 bedroom apartment by the (b)(7)(rental agent. (b)(7)(C) did not like the layout of that apartment and, since the agent told (b) that all of the other available 2 bedroom units were the same, (b) did not rent an apartment at Beach Haven.

7. (b)(7)(C)

On July 9, 1977, (b)(7)(C) a black (b)(7), went to Shorehaven Apartments having been referred there by the Open Housing Center. At the rental office, (b)(7 asked about the availability of two bedroom apartments and was told by the rental agent that none were available. (b)(7)(C) then left. On July 23, 1977, (b)(7)(C) returned to Shorehaven and dealt with a different rental agent. This agent also informed (b)(7)(C) that no two bedroom apartments were available at that time. (b)(7)(C) was permitted to file an application and was told (b)(would be called when an apartment became available. (b)(7)(then left Shorehaven, and has never been called concerning an available apartment.

8. Test at Ocean Terrace

(b)(7)(C) a white tester, went to Ocean Terrace Apartments on August 24, 1977. (b)(7) inquired of (b)(7)(C) the doorman, about the availability of studio or one bedroom apartments. After the doorman checked with the superintendent, (b)(7)(C) was shown two apartments (8R and 8J).

Five minutes later, (b)(7)(C) a black tester, entered Ocean Terrace and asked the doorman if any studio or one bedroom apartments were available. (b)(7)(was told no apartments were available and then left.

9. (b)(7)(C)

On August 30, 1977, (b)(7)(C) a black (b)(7)(C) called the Shorehaven rental office and inquired about a two-bedroom apartment. The (b)(7) rental agent with whom (b) spoke responded that there were no two-bedroom apartments available at Shorehaven. When (b)(7)(C) reported this conversation to (b)(7)(C) of the Open Housing Center, (b) urged (b)(7)(C) to go to the Shorehaven rental office and then called (b)(7)(C) (b)(7)(C) to inform (b)(7) of what had happened to (b)(7)(C) was not in, but (b)(7)(C) explained the situation to a (b)(7)(C) (spelling not certain), and requested that the rental agent of Shorehaven be instructed to show (b)(7)(C) whatever apartments (b)(7 wished to see.

When (b)(7)(C) arrived at Shorehaven, (b) identified (b)(7)(C) and asked to see two-bedroom apartments. The rental agent showed (b)(7) only a model one-bedroom apartment and would not show (b)(7 an actual two-bedroom apartment, despite (b)(7)(C) requests that (b)(7 be shown such an apartment, contending the one-bedroom model was the same as a two-bedroom apartment, with one less bedroom. (b)(7)(C) then left.

10. Test at Highlander Hall

On September 8, 1977, (b)(7)(C) a black tester, visited the premises of 164-20 Highland Avenue (Highlander Hall) in Queens. (b)(7)(C) located the superintendent (b)(7)(C) and inquired about the availability of a junior three-room apartments. (b)(7)(C) replied that (b)(had none available.

11. Test at Wilshire Hall

On September 8, 1977, (b)(7)(C) also visited Wilshire Hall, 192-30 Wexford Terrace, Queens. (b) met the superintendent, (b)(7)(C) who took (b)(7) to see the rental agent, (b)(7)(C) (b)(7)(C) asked for either a one-bedroom or a junior three-room apartment. (b)(7)(C) replied that (b)(7) had had a one-bedroom

apartment, but that it had been rented the day before. (b)(7)(C) added that (b)(7) had only one junior three-room apartment available, but, after leaving the room to check with the superintendent, (b)(7) stated that there was a deposit on that apartment and that (b) did not have any others available.

12. Test at Lawrence Gardens

On September 11, 1977, (b)(7)(C) a white tester, went to the rental office of Lawrence Gardens, at 3323 Nostrand Avenue. There, (b)(7)(C) met the superintendent of Lawrence Towers, which is across the street from Lawrence Gardens, who identified (b)(7)(C) as (b)(7) (and explained that (b) was doing the renting at Lawrence Gardens as its superintendent was on vacation). (b)(7)(C) inquired about the availability of 3 1/2 room apartments, and was told that two were available (on the fifth floor of the 2301 Nostrand building, where the elevator was broken, and in the 3315 Nostrand building). As (b)(7)(C) and (b)(7)(C) were walking, a young couple, a white (b)(7)(and black (b)(7)(C), entered the office and inquired about an apartment. (b)(7)(C told them to wait, as (b)(was taking (b)(7)(C) to see an apartment. On the way to see the apartment, (b)(7) talked about the young couple, stating that (b)(7) disliked blacks and tried not to rent to them. When blacks were insistent, (b)(7)(C) continued, (b)(would show them an apartment that is in very bad shape and tell them that an apartment has to be taken as is. When (b)(7)(C) asked (b)(7)(C) what happens if the blacks persist anyway, (b)(7)(C replied "We have other ways," and said that the blacks were asked to bring in a lot of papers and given a hard time. (b)(7)(C) concluded the conversation on this subject by saying "We don't want them here."

(b)(7)(C) and (b)(7) then viewed Apartment 4H, at 3315 Nostrand. After (b)(7)(C) said that there were a couple of other 3 1/2 room apartments, in addition to the one at 3301 Nostrand, (b)(7)(C) expressed interest in the one at 3301 and said (b)(would call back the following morning to see if the elevator was repaired. (b)(7) then left.

About five minutes later, (b)(7)(C) a black tester, went to the rental office and asked for a 3 1/2 junior or four room apartment. (b)(7)(spoke to (b)(7)(C) who said that (b)(had one apartment in 3301 Nostrand, but that the elevator was broken and (b) could come back if (b) would like.

On September 12, 1977, at about 2:15 p.m., (b)(7)(C) called (b)(7)(C) and identified (b)(7)(C) and (b)(7)(acknowledged remembering (b)(7)(C) told (b)(7)(C that the elevator was fixed at the 3301 building, but that the Fifth floor apartment had been rented. However, (b)(7) added that there was available an identical apartment on the second floor of the same building, and that Apartment 4H at 3315 Nostrand was also available. At about 2:30 p.m., (b)(7)(C) a black tester, went to the rental office at Lawrence Gardens and saw (b)(7)(C) inquired about the availability of 3 1/2 room apartments. (b)(7)(C) replied that (b)(had just rented the last one and that nothing else was available. (b)(7) (b)(7)(C) asked if there were any junior four room apartments available and (b)(7) replied there were none.

Saxe, Bacon & Bolan, P.C.
39 EAST 68TH STREET
NEW YORK, NEW YORK 10021
(212) 472-1400
CABLE: SAXUM

JOHN GODFREY SAXE (1909-1953)
ROGERS H. BACON (1919-1962)

ROY M. COHN
STANLEY M. FRIEDMAN
DANIEL J. DRISCOLL
MICHAEL ROSEN
JOHN F. LANG
JAMES M. PECK
ROY R. KULCSAR
JEFFREY A. SHUMAN
RONALD F. POEPPLEIN
EDWARD H. HELLER
LOUIS BIANCONE+

THOMAS A. BOLAN
COUNSEL

+ADMITTED IN NEW JERSEY ONLY

APR 21 11 40 AM '78

April 19, 1978

DOCKETED

CIVIL RIGHTS

Honorable Edward R. Neaher
United States District Judge
United States Courthouse
225 Cadman Plaza East
Brooklyn, New York 11201

Re: U.S. v. Trump Management, Inc.
73-C-1529

Dear Judge Neaher:

This is to confirm that the scheduling of the status conference in the above-entitled action for May 9, 1978, at 9:30 a.m. is agreeable to counsel, and confirmed by Brian Heffernan of the U.S. Department of Justice.

Respectfully yours,

SAXE, BACON & BOLAN, P.C.

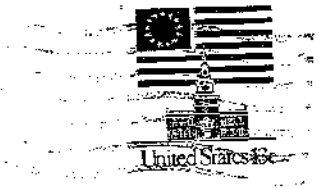
Stanley M. Friedman

sb
cc: Brian Heffernan

175-52-28
DEPARTMENT OF JUSTICE
24 APR 21 78
RAO
CIV. RIGHTS DIV.

Sauce, Bacon & Bolun, P.C.
39 EAST 68TH STREET, NEW YORK, N.Y. 10021





Brian Heffernan
Attorney, Housing Section
Civil Rights Division
United States Dept. of Justice
Washington, D.C. 20530

T. 4-19-78

19 APR 1978

MMD:BFH:mcp
DJ 175-32-28

Honorable Edward R. Neaher
United States District Judge
United States Courthouse
225 Cadman Plaza East
Brooklyn, New York 11201

Re: United States v. Trump Management, Inc.
Civil Action No. 73-C-1529

Dear Judge Neaher:

Homer LaRue of the United States Attorney's office has informed us that the Court proposes to reschedule the status conference in the captioned case for May 9, 1978 at 9:30 A.M. I have consulted with Mr. Friedman of Kane, Bacon and Nolan, counsel for the defendant, and this is to advise you that May 9 is satisfactory to both parties.

We appreciate the Court's consideration and time in this matter.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

cc: Records
Chrono
Heffernan
T.File
Roy Cohn, Esq.
Homer LaRue
Hold

By:

Brian F. Heffernan
Attorney
Housing and Credit Section

T. 4-19-78

DGD:BFH:mop
DJ 175-32-28

Roy Cohn, Esquire
Saxe, Bacon and Bolan, P.C.
39 East 68th Street
New York, New York 10021

ATTENTION: Stanley Friedman

Re: United States v. Trump Management, Inc.
Civil Action No. 73-C-1529

Dear Mr. Cohn:

This letter is to confirm my conversation yesterday with Stanley Friedman of your office, in which we agreed to the date set by the Court for the status conference in the above-captioned case, such date being May 9, 1978 at 9:30 A.M. in Judge Neaher's chambers.

I look forward to seeing you in New York.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Brian F. Heffernan
Attorney
Housing and Credit Section

cc: Records
Chrono
Heffernan
T. File
USA
Hold

Open Housing Center of New York

Housing Assistance for Employees of New York Companies
150 Fifth Avenue, Suite 918, New York, N.Y. 10011 (212) 989-7346

EXECUTIVE OFFICERS
Betty Hoeber, Director
(b)(7)(C), Assistant Director
Equal Opportunity Director

April 11, 1978

Mr. Brian F. Hefferman
Attorney
Housing Section
Civil Rights Division
U. S. Department of Justice
550 11th St.
Washington, D.C. 20530

Dear Brian,

Thank you for sending us the copy of the Motion for Supplemental Relief in the Trump case. We hope the Court will really get on with this and look forward to good news.

Enclosed is a copy of the mailing we sent out on the action, to the many groups we have circularized with Trump vacancy information; and we will keep encouraging people to go.

(b)(7)(C) called from the Village Voice, as you said (b) would, but I told (b)(7) we couldn't give (b)(any information until the case was resolved. So we avoided giving Mr. Cohn that handle!

With best wishes,

Sincerely,

Betty Hoeber
Director

BH/dmc
Enclosure

Open Housing Center 150 Fifth Ave., New York, N.Y. 10011 (212) 989-7346

SPOTLIGHT NEWS

The New York Times

NEW YORK, TUESDAY, MARCH 7, 1978

Trump Charged With Rental Bias

The Federal Government charged yesterday that Trump Management, which owns 15,000 apartment units in Brooklyn, Queens and Staten Island, was continuing to discriminate against blacks although it had signed a court stipulation not to do so.

In a motion for supplemental relief filed in Federal District Court in Brooklyn, the civil rights division of the Justice Department said that officers and agents of Trump Management have not complied with a June 1975 court order by continuing to deny apartments to black persons because of race.

The court papers, submitted by an assistant district attorney, Homer C. LaRue, also charged that the company discriminated against blacks in the terms and conditions of rental, made statements indicating discrimination based on race, and told blacks that apartments were not available for inspection and rental when, in fact, they were.

Roy M. Cohn, a lawyer for the real-estate company, said yesterday that, "The Trumps performed so perfectly under a two-year consent decree, which expired last June, that the Government made no move to extend it. Today's motion is nothing more than a rehash of complaints by a couple of planted malcontents, not one of which has the slightest merit."

The court papers stated that the Government had informed the real-state company of complaints made against it. "While Trump has, in some instances, accommodated the needs of individual complainants," the papers stated, "it has not taken adequate action to prevent future violations."

As a result, Mr. LaRue said, the Government is asking steps "to ensure realistic opportunity to nonwhite citizens to rent dwellings in predominately white buildings." It also is asking compensation for individual victims of discrimination and that Trump be required to continue to report to the court and to the Department of Justice on its compliance.

CONTINUED ON REVERSE SIDE

27 MAR 78

DRD:FES:HLH:rea
DJ 175-52-28

Honorable Edward R. Neaher
United States District Judge
United States Court House
225 Cadman Plaza East
Brooklyn, New York 11201

Re: United Stated v. Trump Management, Inc.
Civil Action No. 73-C-1259

41

Dear Judge Neaher:

3/24/78
FES
3/24/78

Homer La Rue of the United States Attorney's office has informed us that the Court proposes to reschedule the status conference in the captioned case for May 1, 1978, at 2 p.m., unless this date is inconvient for counsel. This is to advise you that May 1 is satisfactory to the United States.

We appreciate the Court's consideration in this matter.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:
Harvey L. Handley, III
Attorney
Housing and Credit Section

cc: Roy Cohn, Esq.
Saxe, Bacon & Bolan, P.C.
39 East 68th Street
New York, New York 10021

cc: Records Chrono Trial File Handley
U.S. Atty-Brooklyn, N.Y.

T. 3-20-78 24 MAR 1978

DSD:BFH:mmp
DJ 175-52-28

Ms. Betty Hoeber
Director
Open Housing Center of
New York
150 Fifth Avenue
Suite 918
New York, New York 10011

Re: United States v. Trump Management

Dear Betty:

Enclosed please find a copy of our Motion for Supplemental Relief which we filed on March 6 against Trump. At the present time, we are in a "hold" status and it will be up to the Court to determine what the next step in this action will be.

My regards to you and (b)(7)(C)

Sincerely,

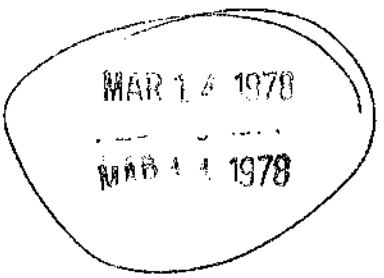
Drew S. Days, III
Assistant Attorney General
Civil Rights Division

cc: Records
Chrono
Heffernan
T.File
Hold

By:

Brian F. Heffernan
Attorney
Housing Section

T. 3-14-78



DSD:HLM:mop
DJ 175-52-28

Honorable Edward R. Neaher
United States District Judge
United States Courthouse
225 Cadman Plaza East
Brooklyn, New York 11201

Re: United States v. Trump Management, Inc.
Civil Action No. 73 C 1529

Dear Judge Neaher:

On Monday, March 6, 1978, the United States filed a Motion for Supplemental Relief in the captioned case. This letter is intended to bring you up to date on the developments in this matter and also to attempt to arrange for a pre-hearing conference with you and opposing counsel.

As you know, the United States initially filed this lawsuit on October 15, 1973, alleging that the defendant was conducting its apartment rental business in violation of the Fair Housing Act of 1968, 42 U.S.C. 3601 et seq. After considerable delay, a Consent Order was entered on June 10, 1975. */ The defendant was permanently enjoined from discriminating in the rental of housing and required, among other things, to implement an affirmative program of compliance with the Fair Housing Act and report periodically, to the Court and this Department, concerning its rental operations. The affirmative provisions of this Order expired on September 10, 1977.

cc: Records Heffernan
~~Chrono T. File Hold~~
*/ A copy is attached for your convenience.

In our pending motion, filed March 8, we allege inadequate compliance with the order and seek extension and expansion of certain of its provisions.

We hope that the motion can be resolved by the parties without the necessity for a hearing. Should such a hearing be necessary, however, it will probably assume the proportions of a full-blown trial and occupy two days or more. Plaintiff will want to conduct a fair amount of discovery before the hearing, and we anticipate that defendant may wish to do the same.

After consulting with Mr. Homer LaRue, Assistant United States Attorney, we have concluded that an expeditious procedure would be for counsel to meet with the Court to discuss the motion and the best manner of proceeding. We understand that a tentative date of April 10, 1978 has been set for this meeting. Although this time is agreeable to us, it appears that Mr. Cohn, defense counsel, will be out of the country on that date April 17, 1978, however, is agreeable to both parties.

Thank you for your consideration in this matter. If the Court believes that the matter should be handled otherwise, we will of course proceed as the Court may direct.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Harvey L. Handley
Attorney
Housing and Credit Section

Filed
3:20 P.M.
June 10, 1975

CIS:HAB:ec
F. #

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

- X

UNITED STATES OF AMERICA,

Plaintiff,

- against -

FRED C. TRUMP, DONALD TRUMP and TRUMP MANAGEMENT, INC.,

Defendants.

- X

CONSENT ORDER

Civil Action
No. 73 C 1529

This action was instituted by the United States of America on October 15, 1973, pursuant to the Fair Housing Act of 1968, 42 U.S.C. §3601 et seq.

The claim of the United States is that the defendants have failed and neglected to exercise their affirmative and nondelegable duty under the Fair Housing Act to assure compliance by their subordinates, with the result that equal housing opportunity has been denied to substantial numbers of persons and that defendant's subordinates have failed to carry out their obligations under the Act.

Defendants vigorously deny said allegations.

Accordingly, without adjudication of the merit and without any admission as to the existence or absence of liability, and in order to resolve this matter without further protracted litigation, the parties hereto are prepared to resolve this case by the entry of a Consent Decree.

It is expressly understood and agreed that the execution of this Agreement by Trump Management, Inc., is in no way an admission by it of a violation of the prohibition against discrimination as set forth in the Fair Housing Act of 1968, or any other applicable statute, rule or regulation.

Irrespective of the merits of the complaint, however, the principal officers of defendant Trump Management, Inc., are prepared to affirmatively assume and carry out the responsibility for assuring that their employees will comply with the Act and will promote equal opportunity. Accordingly, the parties are prepared to resolve this case by the entry of the following Consent Order.

I.

It is hereby ORDERED, ADJUDGED and DECREED that in consideration of their affirmative assumption of responsibility contained in part III herein, the complaint against Fred C. Trump and Donald J. Trump is dismissed against them in their personal capacity, with prejudice, as to all allegations contained therein, and predating this Order.

II.

INJUNCTION

It is hereby ORDERED, ADJUDGED and DECREED that the defendant, its officers, agents, employees, successors, and all persons in active concert or participation with any of them, are hereby permanently enjoined from:

GENERAL INJUNCTIVE PROVISIONS

1. Refusing to sell or rent, refusing to negotiate for the sale or rental of, or otherwise making unavailable or denying any dwelling to any person on account of race, color, religion, sex or national origin.

2. Discriminating 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 or national origin.

3. Making, printing, or publishing, or causing to be made, printed, or published, 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 or national origin, or an intention to make such preference, limitation or discrimination.

4. Representing to any person because of race, color, religion, sex or national origin that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.

5. Influencing the residential choice of any person on account of race, color, religion, sex or national origin.

6. Coercing, threatening, or interfering with, or attempting to coerce, threaten or interfere with any person in the exercise or enjoyment of the right to equal housing opportunity protected by the Fair Housing Act of 1968, or in the exercise or enjoyment of the right to assist others to secure equal housing opportunity.

7. Engaging in any act or practice which has the purpose or the effect of denying or abridging the right to equal housing opportunity protected by the Fair Housing Act. In this connection, defendants shall not, in determining the income qualification for rental of any person, family, or other group of persons, fail or refuse to fully count a woman's total income, including salary, wages, alimony, support payments or other income from whatever source received.

III

ASSUMPTION OF RESPONSIBILITY BY PRINCIPALS OF TRUMP MANAGEMENT INC., AND TRAINING PROGRAM FOR AGENTS AND EMPLOYEES

Trump Management Inc., controls many thousands of rental units in the New York area and elsewhere, and its activities therefore have a major impact on housing opportunities. The company therefore occupies a position of leadership in the real estate community and can, by its example, influence the activities not only of its own agents and employees but also of many others. The Fair Housing Act prohibits conduct which is discriminatory in its effect, regardless of motivation, and violations of the Act can result from thoughtlessness and lack of information, as well as from deliberate discrimination.

Accordingly, it is ORDERED as follows:

A. The principal officers of Trump Management, Inc., shall forthwith

(1) thoroughly acquaint themselves personally on a detailed basis with all of the obligations of the defendant under the Fair Housing Act of 1968, as amended and as judicially interpreted; under state and municipal civil rights laws; under pertinent Regulations and Guidelines of the Department of Housing and Urban Development and other appropriate agencies; and under this Order;

(2) Take steps to assure that their principal assistants and officers similarly familiarize themselves with their obligations; and

(3) Personally undertake to assure that the training program set forth herein is successfully carried out.

B. Within thirty (30) days of the entry of this Decree, the Defendant by its principal officers, shall conduct and complete an educational program for all employees with rental or employment responsibilities, who have contact with prospective tenants, provide information to the public about rental, or accept or process applications for rentals, or who are engaged in any manner in the employment process, to inform them of the provisions of this Decree, and their duties under the Fair Housing Act of 1968. Such program shall include:

(1) Furnishing to each such agent and employee a letter summarizing the terms of this Decree and of the Fair Housing Act as it applies to the employee.

(2) Informing each such agent and employee, in person or by general meeting, of the provisions of this Decree and of duties of the Company and its agents and employees under the various applicable Fair Housing Acts. Each such agent and employee shall be advised that his failure to comply with the provisions of this Decree shall subject him to dismissal or other disciplinary action, and to sanctions for disobedience of this Order.

(3) Securing a signed statement from each such agent that he has read the letter mentioned above and received the instructions described in the preceding paragraph and forwarding a copy of each such signed statement to plaintiff.

Each new agent and employee shall be instructed in accordance with the procedures set out above and shall be required to sign a statement to the effect that he has been so instructed and will comply with such instructions within ten (10) days following the initial date of employment. Copies of all signed statements will be furnished to plaintiff upon execution.

IV

AFFIRMATIVE PROGRAM

It is further ORDERED that the defendant shall forthwith */ and for a period of two (2) years following the entry of t s Order take the following steps to adopt and implement an affirmative program aimed at ensuring compliance with the Fair Housing Act of 1968:

A. Notification to the Community of Defendant's Nondiscriminatory Policy

1. Notify the Open Housing Center of the New York Urban League, 150 Fifth Avenue, New York, New York, in writing, with copies to counsel for plaintiff that apartments owned or managed by the defendant are available to all qualified persons without regard to race, color, religion, sex or national origin, as hereinafter provided. Included in such letter shall be a full synopsis of the rental standards and procedures outlined in Part V, below, and a general statement of present and anticipated vacancies in Trump apartment buildings in the New York Metropolitan area. The parties shall agree on the text of an appropria.. letter prior to its mailing. Subsequently, defendant shall mail to the Open Housing Center a copy of its weekly Central Listing of vacancies described infra in Part V of this decree. This mailing shall be done on the day the list is made. ~~The Open Housing Center may, at its own discretion, forward copies of the above-mentioned letter and weekly list of vacancies to any and all persons or organizations with an interest in promoting equal housing opportunities.~~

*/ The defendant's obligations to implement each provision of this Order for affirmative action shall begin ten (10) days following the entry of this Order, unless otherwise specified herein.

2. Post and maintain fair housing signs in a form aproved by the Secretary of the Department of Housing and Urban Development (HUD) */ in all offices of the defendant where there is rental activity or public contact.

3. Implement an advertising program aimed at informing the nonwhite community of defendant's nondiscriminatory rental policy. The defendant shall

a. Include, in all advertising, **/ in ~~news-papers~~, telephone directories, radio, television and other media, and on all billboards, signs, pamphlets, brochures, and other promotional literature the words "Equal Housing Opportunity" and the fair housing logo. These words and the logo shall be prominently placed and easily legible. **/ In addition, all advertising placed by the Company or its agents shall conform to the practices recommended in the Department of Housing and Urban Development advertising guidelines, as published in 37 Fed. Reg., pp. 6700-02, on April 1, 1972. A copy of these guidelines is attached as Appendix "B" to this Order.

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*/ See the pertinent HUD regulation, 37 F.R. 3429 (a copy attached hereto as Appendix A).

~~**/ This subsection dealing with newspaper advertising shall only apply to newspaper ads of eight (8) lines of print or more. Defendant shall continue its present advertising policies, and shall not change its present practices with respect to the size and type of advertising by shortening or by otherwise changing its policy of placing display ads to avoid the requirement of including the equal opportunity statement.~~

**/ In radio and television advertising, the words "equal housing opportunities" shall be used and shall be easily audible.

or new

(b) Insert in a newspaper of general circulation, such as the New York Times, one Sunday in every month, an advertisement at least 3 inches in length advertising available apartments in particular sections of New York City. Apartments advertised pursuant to this section shall be selected on a rotating basis so that each apartment building is so advertised at least once yearly. This ad shall contain at its foot, in prominent capital letters, the words "Equal Housing Opportunity."

(c) (b) Allocate a reasonable proportion of its advertising budget to advertising in media directed primarily to the black and Puerto Rican communities. The parties have agreed that the placement of monthly 15 line display advertisements, one in the black and one in the Puerto Rican press, */ together with the allocation of 10% of defendant's radio advertising budget to black-oriented and Spanish language stations, shall meet the requirements of this provision. All advertisements of Trump buildings in minority media shall advertise a full cross-section of Trump buildings with vacancies, and shall not stress or give undue emphasis to buildings with substantial minority occupancy. **/

4. Provide written notification to each firm, association company, corporation, or other person or organization engaged by defendant to act as referral agency, apartment locating service, credit checking company, or management company that apartments owned or managed by the defendant are available to all qualified persons without regard to race, color, religion, sex or national origin. Each such notification shall also advise the recipient of defendant's objective standards and procedures for rental.

*/ The parties agree that the placement of such advertisements in the Amsterdam News and El Diario will satisfy this requirement.

**/ If the listed apartments do not include all Trump buildings with vacancies, the buildings listed shall be rotated with each ad so that the same apartment buildings are not continuously or disproportionately advertised under this subsection.

B. Program of Providing Listings for Minority Apartment Seekers

For two years after the entry of this Order, defendant shall notify the Open Housing Center of the New York Urban League, 150 Fifth Avenue, New York, New York, 10003, of every fifth available apartment in each apartment building owned and/or managed by the defendant which has a black tenancy of less than ten percent,*/ at least three days prior to placing that apartment on the open market.**/ During this three-day period, the Open Housing Center shall have the opportunity to refer qualified applicants to the defendant for the purpose of renting the apartment. All applicants referred by the Open Housing Center shall provide the defendant or its representative with an appropriate identification which will serve to advise the defendants that such applicant has been referred by the Open Housing Center pursuant to this subsection. After three days if no qualified applicant referred by the Center has filed an application seeking to rent the apartment, the apartment may be placed on the open market to be rented in defendant's normal business custom without regard to race, color, religion, sex or national origin.***/

C. Affirmative Employment Program

The defendant shall recruit, hire, assign, promote and transfer employees and agents without regard to race, color,

*/ The requirements of this provision need not be followed for apartment buildings which presently have or in the future reach a black occupancy rate of 10%. For these apartment buildings, apartments shall continue to be rented without regard to race, color, religion, sex or national origin.

**/ The three-day period shall begin when notification has been completed and the Open Housing Center has received, either in person, by telephone, or by mail, the listings. For purposes of this Decree, rental on the open market shall mean rental to any person not referred by the Open Housing Center.

***/ This provision shall not apply to Trump Village.

religion, sex or national origin and will endeavor to place blacks and other nonwhite persons in supervisory and professional positions as vacancies for which they are qualified arise.

Pursuant to this program, the defendant shall take the following steps:

1. Display an equal employment opportunity poster */ in a prominent place clearly visible to prospective agents, employees, and applicants for employment in each office of the defendant where applications for employment are taken.

---

*/ This poster shall be in the form, size and prominence approved by the United States Department of Labor and the Equal Employment Opportunity Commission.

2. Notify in writing, each labor union representing any part of defendant's work force of the terms of Part IV(C) of this Decree and that prospective employees are to be referred without regard to race, color, religion, sex or national origin.

In recruiting and hiring nonwhite employees, the defendant shall not require that nonwhite persons recruited or hired possess qualifications for any job or position more exacting than those which were in effect with respect to white employees before the institution of this action.

V

IMPLEMENTATION OF OBJECTIVE RENTAL STANDARDS AND PROCEDURES

In order to assure nondiscriminatory selection and assignment of tenants and to assure equal opportunity in housing at each building owned or managed by Trump Management, Inc., defendant agrees that the following standards and procedures shall be uniformly applied at all of its properties in determining whether or not to rent to an applicant. */

A. Standards

1. Income

One week's gross income from all sources **/ must be at least equal to one month's rent, except in the following circumstances:

(a) The applicant(s) have outstanding automobile payments, or other fixed debt in excess of $50.00 a month, with a remaining debt period in excess of four (4) months, or

*/ The following standards shall not be applicable to Tysens Park which is subject to other federal regulations imposed by §221(d) of the National Housing Act.

**/ This shall include alimony, child support, public assistance payments, or guarantor's assurances on behalf of public assistance recipients, wife's income, part-time employment, pensions, etc.

(b) The family composition is in excess of three (3) persons.

In either circumstance (a) or (b) above, one week's net income must be at least equal to one month's rent.

If an applicant does not meet the foregoing income standards, he or she may still qualify for rental if:

(a) He or she secures a guarantor who can verify funds sufficient to meet the financial obligations of the guarantors fixed monthly payments for his or her residence, as well as the applicant's rental, based on the defendant's income standards.

(b) If the applicant is willing to post three (3) months security deposit or will supply six (6) months rent in advance.

(c) If a tenant switches from one Trump building to another Trump building and if that tenant has met his obligations to Trump Management, Inc., in the past.

2. Occupancy

Not more than two (2) persons in a one-bedroom apartment. ~~Not more than four (4) persons, two (2) adults and two (2) children of the same sex,*/ in a two-bedroom apartment.~~ For a two-bedroom apartment, defendant shall, in a uniform manner, adhere to its past practices with respect to occupancy.

B. Procedures **/

1. Application Procedure

~~*/ Except that children under ten years of age may be of different sexes.~~

**/ These procedures are substantially based on defendant's past practices, as described during discovery.

a. Applications for tenancy will be received at the apartment building or complex where the tenant is applying for an apartment. Applications shall be received by Superintendents or rental agents authorized by the defendant to accept applications, and instructed in the requirements of this Order and of the Fair Housing Act of 1968, 42 U.S.C. 3601 et seq. Applications shall be accepted from all persons wishing to apply and the superintendent or agent shall make no subjective judgment on the acceptability of a prospective tenant, unless said prospective tenant is:

(i) visibly and objectively drunk and disorderly;

(ii) visibly and objectively under the influence of drugs;

(iii)abusive towards the superintendent or rental agent;

or there is;

(iv) a visible and objective indication that the applicant will not maintain his or her apartment with sufficient care and cleanliness so as not to intrude on the rights of other tenants. In order to satisfy this criteria, defendant or its agents shall contact the applicant's former landlord to ascertain the manner in which he or she had maintained the rented premises. In no event shall the subjective impression by a superintendent of the manner of dress or style of grooming disqualify an applicant. This subsection shall apply solely to cleanliness criteria.

b. The superintendent or rental agent shall review the application for completeness and shall require a security deposit of one month's rent and a W2 form (or reasonable substitute therefor) from all applicants. The agents shall then submit the deposit, W2 form and application, for review and determination to one of the defendant's two main offices. No superintendent or rental agent shall have the authority to make a determination on the acceptability for tenancy of an applicant except as outlined in B(1)(a) (i-iv) above.

c. Applications shall be reviewed and a determination of acceptability shall be made by the Section Managers employed in the defenant's main offices.

d. If conducted, a uniform credit check and/or employment check shall be conducted with respect to each applicant. The standards of acceptability based on credit and employment shall be uniformly applied without regard to race, color, religion, sex or national origin.

e. Each applicant shall be informed wherever possible within ten (10) business days whether or not he or she has been accepted for tenancy. If an application can not be processed within ten (10) days, defendant shall notify the applicant of the reason therefor, but in no event shall an applicant not be informed of the disposition of his application beyond twenty (20) days from the time he or she applied. If rejected, the applicant shall be informed of the reason for rejection, and of the specific objective standard he or she has failed to meet. */

*/ Applicants who have not been accepted for tenancy pursuant to V(B)(a) above need not be informed of the reasons for the defendant's decision not to accept his or her application. However, defendants shall still note the reason for non-acceptance in its records and its reports to plaintiff pursuant to Sections VI and VII herein.

2. Providing Rental Information to Apartment Seekers

a. Defendant shall maintain at its central offices at 2611 West 2nd Street, Brooklyn, New York and 2064 Cropsey Avenue, Brooklyn, New York, a Central Listing, to be compiled on a weekly basis, of each currently vacant or available apartment in the New York area, and of each apartment expected to be vacant or available in the New York area within the next thirty days. This list shall include the type of apartment, the number of rooms, the monthly rent, and the date of availability and shall be shown to all persons inquiring about available apartments. Defendant shall also maintain at each of its buildings a similar list of the apartments vacant at that building by type of apartment available and a notification that complete lists of all available apartments in the New York area are available for inspection at defendant's main offices located at 2611 W. 2nd Street, Brooklyn, New York and 2064 Cropsey Avenue, Brooklyn, New York.

b. Apartments which are available for rental and listed on the apartment availability list (2(a) above) shall be shown to all interested inquirers by an authorized agent of the defendant.

c. Inquirers shall be uniformly informed of the qualifications for rental, including the income, security deposit and W2 form requirements.

d. No waiting list*/ will be maintained at any of the defendant's offices or apartment buildings nor shall there be any preference for persons referred by present tenants. Rental will be on a first-come, first-served basis when apartments are available for rental.

VI

REPORTING REQUIREMENTS

It is further ORDERED that three (3) months after the entry of this Decree, and thereafter three (3) times per year for two years the defendant shall file with the Court and serve on counsel for the plaintiff a report containing the following information for the following apartment buildings owned and/or managed by the defendant:

1. Argyle Hall
2. Westminster Hall
3. Fontainebleau Apartments
4. Lawrence Gardens and Lawrence Towers
5. Sea Isle Apartments
6. Beachaven Apartments
7. Shorehaven Apartments
8. Belcrest Apartments
9. Highlander Hall
10. Saxony Hall
11. Clyde Hall
12. Edgerton Apartments
13. Winston Hall
14. Sussex Hall

*/ Since this is defendant's present practice and it is non-discriminatory, plaintiff interposes no objection thereto. Trump Village shall be excepted from this provision prohibiting the use of a waiting list.

a. The number of persons, by race*/ (as visually observable) making inquiry in person about the availability of terms of rental of an apartment during the preceding reporting period and the number by race, that:

1. made inquiry;
2. were offered an application;
3. filled out an application;
4. submitted an applicant with deposit;
5. were accepted for occupancy;
6. were rejected;
7. withdrew applications;
8. had applications pending at the end of the reporting period.

This report may be forwarded to plaintiff on a form similar to the sample form attached hereto as Appendix C.

b. A report reflecting the applications for tenancy submitted during the preceding reporting period, including the following information for each person submitting an application:

1. name, address, business and home telephone number, and race;
2. date of application;
3. whether a deposit was received;
4. date notified of acceptance or rejection;
5. weekly income of applicant and monthly rent of apartment sought;

*/ For purposes of this Decree, all notations of race shall be as visually observable.

6. if accepted, apartment chosen;

7. if rejected, reason therefor;

8. name of person or persons who decided to accept or reject the application;

9. if neither accepted nor rejected, status or disposition of application.

This report may be forwarded to plaintiff on a form similar to the sample form attached hereto as Appendix D. For each rejected nonwhite applicant, the report shall include a detailed statement of the reason(s) for rejection and supporting information.

c. A list of vacancies during the preceding quarter, including the date the apartment was placed on the market */ and the date each apartment was rented or otherwise committed for rental.

d. Reports filed pursuant to this Order shall also include the current statistics with respect to the race of tenants in each apartment building owned or managed by the defendant, and an account of the steps taken during the preceding reporting period to implement the program outlined in Sections I and II above, including:

1. Copies of all letters sent to apartment locators and credit checking companies, Fair Housing groups, and labor unions pursuant to Parts III and IV of this Decree.

*/ Including where appropriate, the date the Open Housing Center was contacted concerning the apartment's availability in accordance with Part III above.

2. Representative copies of all newspaper advertisements placed in the Amsterdam News and El Diario pursuant to this Order and the date of each advertisement.

3. The name, race, position and office assignment of each rental agent, superintendent and main office employee employed as of the date of the entry of this Order, an assurance that the educational program required by Part II has been conducted, and copies of all signed statements obtained in accordance with Part II of this Decree. If any rental agent refuses to sign such a statement the defendants shall include a full statement of all pertinent circumstances and of any action taken by them in relation thereto.

VII

RECORD KEEPING PROVISIONS

for New York City properties

IT IS FURTHER ORDERED that the defendant shall, for two years following the entry of this Decree, make and preserve the following records for all apartment buildings owned or managed by them:

1. The name, address, telephone number and date and time of contact of each person inquiring in person about the availability or terms of rental of an apartment therein, */ and the size of apartment sought, if known.

*/ This may be accomplished by maintaining a guest register at each apartment building owned by the defendants.

2. A detailed record of all action taken on each application and the reasons for such action, including all steps taken by the defendant in ascertaining the acceptability for tenancy of the applicant and the name of the employee who took such steps or who approved or rejected the application.

3. All records which are the source of, or contain any of the information pertinent to defendant's obligations under this Order. Representatives of the plaintiff shall be permitted to inspect and copy all pertinent records of the defendant at any and all reasonable times, provided, however, that the plaintiff shall endeavor to minimize any inconvenience to the defendant from the inspection of such records.

VIII

It is further ORDERED that for a period extending two years from the entry of this Decree, the defendant shall, at least twenty (20) days prior to the event, report to counsel for the plaintiff:

1. Any new ownership or management interests in residential property, acquired by the defendant.

2. The divestment through transfer or sale, of any ownership or management interests in residential property.

IX

It is further ORDERED that for a period of two years after the entry of this Decree the defendant shall advise counsel for plaintiff, in writing, of all complaints, */ from

---

*/ For purposes of this Decree, "complaints" shall mean any information which comes to the attention of the defendant or its officers from whatever source received, which indicates a possible denial of equal housing opportunities under the Fair Housing Act, 42 U.S.C. §3601 et seq., or a potential violation of this Decree.

whatever source, received by the defendant regarding equal opportunity in housing at properties owned and/or managed by Trump Management, Inc. In addition, plaintiff shall, for a period of two years after the entry of this Decree, notify the defendant of all complaints received by the plaintiff.

Except where the plaintiff determines that there exists a need for emergency relief threatening the effectiveness of this Decree, the plaintiff shall afford the defendant fifteen (15) days from the date notice of such a complaint is received to investigate the complaint and provide plaintiff with an explanation of the information contained in the complaint. If the complaint is determined to be valid by either party, plaintiff shall recommend what steps it believes to be necessary to correct the conditions leading to the complaint, and shall afford the defendants an additional seven (7) days to effectuate appropriate steps to remedy the conditions leading to the complaint and to overcome any continuing effects of the alleged discriminatory actions before applying to the court for a motion to compel compliance with this Decree, or any other additional judicial relief.

X

Each party shall bear its own costs.

The Court shall retain jursidiction of this action for all purposes.

ORDERED this 10th day of June, 1975.

Edward R. Neaher

EDWARD R. NEAHER
United States District Judge

The undersigned apply for and consent to the entry of this Order:

For the Defendants:

ROY M. COHN
Saxe, Bacon, Bolan & Manley
39 E. 68th Street
New York, New York

FRED C. TRUMP

DONALD TRUMP

For the Plaintiff:

Frank E. Schwelb

FRANK E. SCHWELB
Chief, Housing Section
Civil Rights Division
Department of Justice
Washington, D. C. 20530

NORMAN P. GOLDBERG
Attorney, Housing Section
Civil Rights Division
Department of Justice
Washington, D. C. 20530

DONNA F. GOLDSTEIN
Attorney, Housing Section
Civil Rights Division
Department of Justice
Washington, D. C. 20530

DAVID G. TRAGER
UNITED STATES ATTORNEY
By:

HENRY BRACHTL
Assistant U.S. Attorney
Eastern District of New York

T. 3-13-78

DED:BFH:mcp
DJ 175-52-28

MAR 14 1978

Mr. Homer LaRue
Assistant United States Attorney
Eastern District of New York
United States Courthouse
Room G -80
225 Cadman Plaza East
Brooklyn, New York 11201

Re: United States v. Trump Management
Civil Action No. 73 C 1529

Dear Homer:

Enclosed please find a copy of a letter which we have today sent to Judge Mesher concerning the above-captioned case. As you can see from the letter, I did get in touch with Roy Cohn's office and set up a date of April 17 for the pre-hearing conference. If this is agreeable to the judge, we plan on being in New York on that date.

I hope that you have by now received a copy of the justification memorandum for our recently-filed motion and are more familiar with what this case is all about. I will be in touch if anything new comes up and trust you will do the same.

Thank you once again for all of your efforts.

Sincerely,

cc: Records
Chrono
Heffernan
TFile
Hold

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Brian F. Heffernan
Attorney
Housing & Credit Section

T. 3-13-78

DSD:BFH:mmp
DJ 175-52-28

MAR 14 1978

Mr. Homer LaRue
Assistant United States Attorney
Eastern District of New York
United States Courthouse
Room C -30
225 Cadman Plaza East
Brooklyn, New York 11201

Re: United States v. Trump Management
Civil Action No. 73 C 1529

Dear Homer:

Enclosed please find a copy of a letter which we have today sent to Judge Neaher concerning the above-captioned case. As you can see from the letter, I did get in touch with Roy Cohn's office and set up a date of April 17 for the pre-hearing conference. If this is agreeable to the judge, we plan on being in New York on that date.

I hope that you have by now received a copy of the justification memorandum for our recently-filed motion and are more familiar with what this case is all about. I will be in touch if anything new comes up and trust you will do the same.

Thank you once again for all of your efforts.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Brian F. Heffernan
Attorney
Housing & Credit Section

cc: Records
Chrono
Heffernan
TFile
Hold

ADDRESS REPLY TO
UNITED STATES ATTORNEY
AND REFER TO
INITIALS AND NUMBER
JCJ:HCL:sbm
F.#730959

United States Department of Justice

UNITED STATES ATTORNEY
EASTERN DISTRICT OF NEW YORK
FEDERAL BUILDING
BROOKLYN, N. Y. 11201

March 6, 1978

Brian Heffernan, Esq.
Housing and Credit Section
Civil Rights Division
Department of Justice
Washington, D. C. 20530

Re: United States v. Trump Management, Inc.
Civil Action No. 73 C 1529 (USDC, EDNY)
Your ref.: DSD:FES:HLH:rea
175-52-28

Dear Brian:

Enclosed please find a copy of the motion in the above captioned action. It was filed in Court on March 6, 1978, and a copy was mailed to Saxe, Bacon & Bolan, P.C., 39 East 68th Street, New York, N. Y., 10021.

This office will keep you advised of any developments and is prepared to render any assistance which you may require.

Very truly yours,

DAVID G. TRAGER
United States Attorney

By: Homer C. LaRue
HOMER C. LA RUE
Assistant U. S. Attorney

Encl.
a/s

T. 3/7/78

3-7-78

DSD:FES:BFH:saf
DJ 175-52-28

Roy M. Cohn, Esq.
Saxe, Bacon & Bolan, P.C.
39 East 68th Street
New York, New York 10021

Re: United States v. Trump Management
Civil Action No. 73-C-1529

41
3/7/78

Dear Mr. Cohn:

Enclosed please find the United States' Motion for Supplemental Relief in the above-captioned matter, which was filed March 6, 1978, in United States District Court.

Thank you for your cooperation.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By: Brian F. Heffernan
Attorney
Housing and Credit Section

cc: Records
Chrono
Heffernan
File
Hold

T. 3-7-78

MAR 7 1978

DSD:BFH:mcp
DJ 175-52-28

Mr. Homer LaRue
Assistant United States Attorney
Eastern District of New York
United States Courthouse
Room G-80
225 Cadman Plaza East
Brooklyn, New York 11201

Re: United States v. Trump Management
Civil Action No. 73 C 1529

Dear Homer:

Pursuant to our conversation yesterday, I am enclosing a copy of the justification memorandum written in support of our Motion for Supplemental Relief in the above-captioned case. We originally sent this memorandum to your office on January 30, 1978 (copy of the correspondance is attached), but it must have gotten waylaid on the trip up to New York.

I very much appreciate your efforts and cooperation in this matter, and assure you that I will be in touch concerning any new developments in the future.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

cc: Records
Chrono
Brian
T.File
Hold

By:

Brian F. Heffernan
Attorney
Housing and Credit Section

JCJ:HCL:sbm
F.#730959

March 6, 1978

Brian Heffernan, Esq.
Housing and Credit Section
Civil Rights Division
Department of Justice
Washington, D. C. 20530

Re: United States v. Trump Management, Inc.
Civil Action No. 73 C 1529 (USDC, EDNY)
Your ref.: DSD:FES:HLH:rea
175-52-28

Dear Brian:

Enclosed please find a copy of the motion in the above captioned action. It was filed in Court on March 6, 1978, and a copy was mailed to Saxe, Bacon & Bolan, P.C., 39 East 68th Street, New York, N. Y., 10021.

This office will keep you advised of any developments and is prepared to render any assistance which you may require.

Very truly yours,

DAVID G. TRAGER
United States Attorney

By:

HOMER C. LA RUE
Assistant U. S. Attorney

Encl.
a/s

28 FEB 1978

DSD:FEB:HLH:rea
DJ 175-52-28

Christopher Jensen, Esquire
Assistant United States Attorney
225 Cadman Plaza East
Brooklyn, New York 11201

4
2/28/78

Re: United States v. Trump Management, Inc.,
Civil Action No. 73-C-1529

Dear Chris:

Enclosed are the original and three copies of a Motion for Supplemental Relief in the captioned case. I understand that Frank Schwelb discussed this matter with you earlier this week. As he told you, we would like you to file this on Monday, March 6, and to let us know by telephone immediately thereafter. We have also enclosed an envelope addressed to us, for your use in sending us a date-stamped copy.

If any questions arise, please call me at 739-2854, or Brian Heffernan at 739-4159.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Harvey L. Handley, III
Attorney
Housing and Credit Section

cc: Records
Chrono
Trial File
Handley

DSD:FES:HLH:rea
DJ 175-52-28

Roy M. Cohn, Esq.
Saxe, Bacon & Bolan, P.C.
39 East 68th Street
New York, New York, 10021

Re: United States v. Trump Management Corp.
Civil Action No. 73-C-1329

Dear Mr. Cohn:

This is in response to your letter of February 16, 1978, in which you state that you will be unable to meet with us to discuss this matter at any time during the next several weeks.

We understand and sympathize with the pressures of your schedule. However, because of the urgency with which cases of this type are invested by the Fair Housing Act, we do not believe that we can delay the filing of our poposed Motion for Supplemental Relief any longer. We therefore intend to file this Motion within the next week or so.

Let me stress that we still share your hope that this matter can be resolved amicably. We can arrange to meet with you to that end, either in New York or in Washington, pretty much at your convenience. We do believe, however, that further delay in filing our Motion might compromise our position.

Frank Schwelb sends his regards.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:
Harvey L. Handley, III
Attorney
Housing and Credit Section

cc: Records
Chrono
Trial File
Handley
U.S. Atty-Brooklyn, N.Y.

Saxe, Bacon & Bolan, P.C.

39 EAST 68TH STREET
NEW YORK, NEW YORK 10021

(212) 472-1400
CABLE: SAXUM

JOHN GODFREY SAXE (1908-1953)
ROGERS H. BACON (1919-1962)

ROY M. COHN
DANIEL J. DRISCOLL
MICHAEL ROSEN
JOHN F. LANG
JAMES M. PECK
JEFFREY A. SHUMAN
RONALD F. POEPPLEIN
EDWARD H. HELLER

THOMAS A. BOLAN
COUNSEL

FEB 21 2 37 PM '78

February 16, 1978

Harvey L. Handley III, Esq.
Housing and Credit Section
United States Department of Justice
Washington, DC 20530

Dear Mr. Handley:

On my return from South America I found your letter with reference to Trump. I should be very glad to talk with you about the matters you deal with in your letter. I am deluged with court engagements and I must make a short trip to Europe. I have to argue a case before the Court of Appeals on March 20 on the issue of admissibility of hearsay evidence on sentencing--this gnawing question that seems to be plaguing the criminal bar. I could come to Washington just about any time after that except the Easter or Passover holidays. I would suggest that you give me some available dates to suit your convenience and we can set up an appointment.

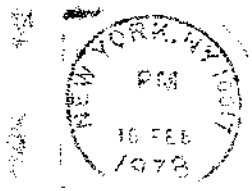
I look forward to meeting you and hope we can resolve any outstanding problems.

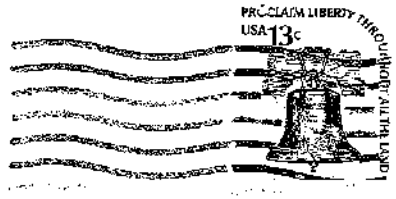
Sincerely,

Roy M. Cohn

ggm

Saxe, Bacon & Bolan, P.C.
39 EAST 68TH STREET, NEW YORK, N.Y. 10021





Harvey L. Handley III, Esq.
Housing and Credit Section
United States Department of Justice
Washington, DC 20530

DSD:FES:LH:baw
DJ 175-52-28

Saxe, Bacon & Bolan, P.C.

39 EAST 68TH STREET
NEW YORK, NEW YORK 10021

JOHN GODFREY SAXE (1908-1963)
ROGERS H. BACON (1919-1962)

ROY M. COHN
DANIEL J. ORISCOLL
MICHAEL ROSEN
JOHN F. LANG
JAMES M. PECK
JEFFREY A. SHUMAN
RONALD F. POEPPLEIN
EDWARD H. HELLER

(212) 472-1400
CABLE: SAXUM

THOMAS A. BOLAN
COUNSEL

FEB 7 1 30 PM '78
CIVIL RIGHTS DIVISION

February 1, 1978

Drew S. Days, III
United States Department of Justice
Civil Rights Division
Washington, D.C. 20530

DOCKETED
FEB 0 8 1978
CIVIL RIGHTS

Attn: Harvey L. Handley, III

Dear Sir:

Your letter addressed to Roy M. Cohn, Esq., has just arrived, having been misaddressed to 39 East 69th Street, where our offices are not located. Please note that our offices are located at 39 East 68th Street.

Mr. Cohn is currently in South America, but will be back in the office on February 13, 1978. Since he has been personally handling this entire matter himself, he is, of course, the appropriate person to be dealing with, and I will bring this letter to his immediate attention upon his return, following which I am sure you will be hearing from him directly to work out this matter.

Very truly yours,

SAXE, BACON & BOLAN, P.C.

Vincent Millard
Assistant to Mr. Cohn

sb
cc: Irving Eskanazi, Esq.
Trump Organization

175-52-28
DEPT. OF JUSTICE
24 FEB 7 '78
CIV. RIGHTS DIV.

U. S. DEPARTMENT OF JUSTICE
WASHINGTON, D. C. 20530

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE, $300

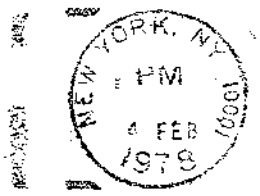
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U. S. DEPARTMENT OF JUSTICE
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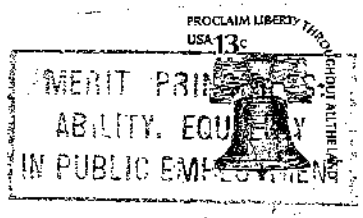
Roy M. Cohn, Esquire
Saxe, Bacon & Bolan, P.C.
~~39 East 69th Street~~
New York, New York 10021

39 East 68th Street

87

Saxe, Bacon & Bolan, P.C.
39 EAST 68TH STREET, NEW YORK, N.Y. 10021





Drew S. Days, III
United States Department of Justice
Civil Rights Division
Washington, D.C. 20530

Attn: Harvey L. Handley, III

T. 1/20/78

JAN 23 1978

DSD:FES:LH:baw
DJ 175-52-28

Roy M. Cohn, Esquire
Saxe, Bacon & Bolan, P.C.
39 East 69th Street
New York, New York 10021

Re: United States v. Trump Management
Civil Action No. 73-1529

Dear Mr. Cohn:

4/
1/20/78
FES
1/20/78

The Consent Order entered in the captioned case on June 10, 1975, required your client to implement an affirmative program of compliance with the Fair Housing Act of 1968, 42 U.S.C. 3601 et seq., and permanently enjoined your client and its agents from all forms of discrimination in the rental of dwellings. Over the period of the Court's Order, the affirmative provisions of which expired on September 10, 1977, this Department received a substantial number of complaints of alleged discriminatory conduct by personnel at several different Trump Management buildings. Pursuant to paragraph IX of the Consent Order, we notified both you and Mr. Irving Eskenazi, Trump's property manager, of these complaints. You responded with Trump's version of the events surrounding each incident in your letter of October 3, 1977.

Upon carefully considering this response in light of our independent inquiry concerning each of

cc: Records
Chrono
Trial File
Handley

the alleged discriminatory incidents, we are compelled to say that we are not satisfied that Trump Management has complied substantially with the terms of the Consent Order. We believe that an underlying pattern of discrimination continues to exist in the Trump Management organization.

Pursuant to the terms of Part IX of the Order, we hereby give you notice that we believe that substantial additional action on the part of Trump Management is required to effect full compliance with its terms. We consider that the circumstances call for a program of affirmative action substantially the same as that set out in the original Order, (but strengthened in some respects on the basis of our experience under the original Order) to be carried out for an additional period, which should be long enough to ensure that the effects of past noncompliance have been completely eliminated. If we cannot agree on such a program, we are prepared to move the Court for supplemental relief.

Under the circumstances, we do not feel that we should hold you strictly to the seven day time limitation contained in Part IX, provided that you advise us promptly that you are prepared to agree to a significant extension of the Order and the retention of provisions roughly like those originally negotiated. The precise contents of a new order can be negotiated subsequently. Since we are required by the Act to move expeditiously, we request that you consult with your client and respond to this letter at your earliest convenience, and in any event in no less than two weeks.

Thank you for your attention to this matter.

Sincerely,

Drew S. Days III
Assistant Attorney General
Civil Rights Division

cc: Mr. Irving Eskenazi

Harvey L. Handley III
Attorney
Housing and Credit Section

T. 12/15/77

Frank E. Schwelb
Chief, Housing and Credit Section

Brian Heffernan
Harvey L. Handley
Attorneys, Housing and Credit Section

BFH:HLH:eaf
DJ 175-52-28

Proposed Motion for Supplemental Relief
in United States v. Trump Management, Inc.
(E.D. N.Y.)

We are prepared to file the attached Motion for Supplemental Relief in the captioned case, alleging unsatisfactory compliance of the defendant, a large apartment management company, with a Consent Decree entered June 10, 1975. Information furnished to this Department by a Fair Housing group in New York City indicates that some Trump employees are denying apartments in Trump buildings to blacks through the use of various tactics, including misrepresentations as to apartment availability, discouraging remarks as to apartment conditions, and discourteous treatment.

I. Background

Trump Management, Inc., is one of the largest apartment management companies in the New York City area. The defendant owns and manages 37 apartment complexes in New York City, which contain a total of 9,694 units. This Department filed a complaint against Trump on October 15, 1973, alleging that the company was conducting its apartment rental business in violation of the Fair Housing Act. Our investigation had turned up evidence of discrimination against the defendant at seven of its buildings, containing over 3100 rental units, where discriminatory practices were encountered by both bona fide apartment applicants and testers from the Open Housing Center, a local fair housing group. We had been formally requested to investigate the rental policies of Trump by the New York City Human Rights Commission.

cc: Records
Chrono
Handley
Heffernan
File
USA - New York

After a long series of delaying tactics by the defendant's counsel*/ a Consent Order was finally entered on June 10, 1975. The Order, in addition to permanently enjoining Trump from discriminating in its rental operations, required the defendant, among other things, to notify the Open Housing Center on a regular basis of vacancies in its buildings, and to report periodically to this Department. We have received all of the reports due under the terms of the Order, and its affirmative provisions have expired. The injunction, however, remains in effect.

Copies of the original justification memo, the Complaint, and the Consent Order are attached.

II. Evidence of Violations

As we have said, the Consent Order required Trump to furnish lists of vacancies to the Open Housing Center, (OHC) on a monthly basis. The OHC, an aggressively and professionally run fair housing group, used these lists to refer black apartment seekers to Trump buildings. Its officers**/ considered this program to be important and valuable.

Shortly before the affirmative provisions of the Order expired, OHC contacted us with a list of several incidents in which its clients encountered problems in seeking to rent apartments in Trump buildings. Most of these at least suggested discrimination by Trump employees. OHC requested, on the basis of these incidents, that we take action to have the provisions of the Order extended.

---

*/ Among which were a $100 million counterclaim against the United States and a motion to hold a Division attorney in contempt of court for alleged "Gestapo-like" interviewing tactics. Defense counsel is Roy Cohn, who became well-known in the fifties as an associate of Joseph McCarthy.

**/ We have dealt with Betty Hosber, OHC's Director and (b)(7)(C) its Equal Opportunity Director.

In each case, however, the problem encountered by OHC's client had been brought by it to the attention of Irving Eskanazi, Trump's property manager. Mr. Eskanazi, who is a very cooperative and courteous man, responded promptly each time, and the client usually succeeded in obtaining an apartment.*/ OHC did not tell us of any of these incidents at the time they occurred, and in some cases over a year had elapsed by then.

In light of these circumstances, (b)(5) (b)(5) (b)(5) OHC, (b)(5) promptly set about testing Trump buildings. The results of these tests, together with two instances of apparent discrimination against bona fide apartment seekers, referred to us by OHC, furnish the basis for this Motion. We have personally interviewed all but two**/ of the testers and victims involved to satisfy ourselves of their credibility. (b)(5) (b)(5)

Paragraph IX of the Order requires us to furnish details of possible violations to defendant, so that it can investigate. We have complied with this requirement in each instance. Mr. Cohn's responses are summarized with each incident.

A. Recent Trump Incidents

1. Test of Lawrence Gardens Apartments

On September 11, 1977, (b)(7)(C) a white tester from OHC, went to the rental office of Lawrence Gardens, at 3323 Nostrand Avenue, in Brooklyn. There, (b)(7)(C) met the super-

*/ As far as we know, however, no action was ever taken to discipline any of the employees involved.

**/ We have not talked to (b)(7)(C) (paragraph A(1) below) and (b)(7)(C) (paragraph B(6) below).

intendent of Lawrence Towers, which is across the street from Lawrence Gardens. (b)(7) identified (b)(7)(C) as (b)(7)(C and explained that (b) was doing the renting at Lawrence Gardens as its superintendent was on vacation. (b)(7)(C inquired about the availability of 3 1/2 room apartments, */ and was told that two were available, on the fifth floor of 3301 Nostrand where the evavator was broken, and in 3315 Nostrand. As (b)(7)(C) and (b)(7) were talking, a white (b)(7) and black (b)(7)(C) entered the office and inquired about an apartment. (b)(7)(C) told them to wait, as (b) was taking (b)(7)(C) to see an apartment. On the way, (b)(7)(C) talked about the couple, stating that (b) disliked blacks and tried not to rent to them. When blacks were insistent, (b)(7)(C continued, (b) would show them an apartment that was in very bad shape and tell them that an apartment has to be taken as is. When (b)(7)(C) asked (b)(7)(C) what happens if the blacks persist, (b)(7)(C) replied "We have other ways", and said that the blacks were asked to bring in a lot of papers and given a hard time. (b)(7)(C) concluded by saying "We don't want them here."

(b)(7)(C) and (b)(7) then viewed Apartment 4H, at 3315 Nostrand. After (b)(7)(C) said that there were a couple of other 3 1/2 room apartments, in addition to the one at 3301 Nostrand, (b)(7)(C) expressed interest in the one at 3301 and said (b)(7)(would call back the following morning to see if the elevator was repaired. (b)(7)(C) then left.

About five minutes later, (b)(7)(C) a black tester, went to the rental office and asked for a 3 1/2 junior or 4 room apartment. (b)(7) spoke to (b)(7)(C) who said that (b)(had one apartment in 3301 Nostrand, but that the elevator was broken and (b)(7)(C) could come back if (b) would like.

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*/ Trump, on the vacancy lists provided to OHC, designates its apartments by number of rooms rather than by number of bedrooms. A 3 1/2 room apartment is comparable to a one bedroom apartment and a 4 1/2 room unit is comparable to a two bedroom. A junior 3 is a unit in which the living room doubles as a bedroom, and which has a kitchen and dining area. A junior 4 is a larger one bedroom apartment which rents for a larger monthly rate.

On September 12, 1977, at about 2:15 p.m., (b)(7)(C) called (b)(7)(C) and identified (b)(7)(C) and (b)(7) acknowledged remembering (b)(7)((b)(7)(C) told (b)(7) that the elevator was fixed at the 3301 building, but that the fifth floor apartment had been rented. However, (b) added that there was available an identical apartment on the second floor of the same building, and that Apt. 4H at 3315 Nostrand was also available. At about 2:30 p.m., (b)(7)(C) a black tester went to the rental office at Lawrence Gardens and saw (b)(7)(C) inquired about the availability of 3 1/2 room apartments. (b)(7)(C replied that (b) had just rented the last one and that nothing else was available. (b)(7)(C) asked if there were any junior four room apartments available and (b)(7)(C replied there were none.

The Trump vacancy list of September 8, 1977, showed seven 3 1/2 room apartments available at Lawrence Gardens. Since Trump's reporting responsibilities under the Decree ended on September 10, 1977, our only basis for knowing what apartments were available at Lawrence Gardens on September 11 and 12 is what (b)(7)(C) was told.

After being notified by us of the above incident, Roy Cohn responded, by letter dated October 25, 1977, stating (1) that the black and white "couple" were actually two females, black and white, who were subsequently rented the 5th floor apartment at Lawrence Gardens; (2) that (b)(7)(C) whose last name is (b)(7)(C), denies making derogatory remarks concerning blacks; (3) that (b)(7)(C) initiated the conversation concerning "those kind of people" and that, not wishing to contradict (b)(7)(C) (b)(7)(C) did not come to the Blacks' defense and (4) that Apartment 4H, at 3315 Nostrand, was rented on September 11, 1977.

(b)(7)(C) is positive that the black and white couple which (b) observed at Lawrence Gardens was composed of a man and woman. (b)(7) also states categorically that (b)(studiously avoids ever initiating or participating in any conversation

concerning race while (b)(7)(C) is testing, and that (b)(7)(C) did just that when talking with (b)(7)(C) (which conversation (b)(7)(C) describes as completely one-sided on (b)(7)(C) part). Finally, (b)(7)(C) is sure that (b)(7)(C) was told by (b)(7)(C), on the phone on September 12, that Apartment 4H was still available.

On December 3, 1977, (b)(7)(C) went to 3301 Nostrand Avenue (Lawrence Gardens) and determined that none of the residents of apartments 5I and 5J (the only two 3 1/2 room apartments on the fifth floor available, according to the Trump list, around September 11, 1977) were black. Unless the black and white female couple mentioned in Roy Cohn's October 25, 1977, letter resided at 3301 Nostrand for less than three months (which is unlikely), Cohn's statement stands contradicted. */

2. Bona fide victim at Shorehaven Apartments.

(b)(7)(C) a black client of OHC, went to Shorehaven Apartments on Saturday, July 9, 1977. (b)(7)(C) had called Shorehaven, in Brooklyn, about two days before, and had been told by the (b)(7)(C) who answered the phone that there were some two-bedroom apartments available. When (b)(7)(C) told the (b)(7)(C) in the rental office that (b)(7)(C) had recently called and wanted a two-bedroom unit, the agent took out an application and asked (b)(7)(C) about (b)(7)(C) income, job, prior landlord, etc., filling out the form as (b)(7)(C) answered. When (b)(7)(C) finished, the agent told (b)(7)(C) that (b)(7)(C) had no two bedroom units available to show (b)(7)(C) at the time, and that (b)(7)(C) would get back to (b)(7)(C) after (b)(7)(C) application had been processed. (b)(7)(C) left (b)(7)(C) job number and the OHC number (as (b)(7)(C) had told the (b)(7)(C) had been referred by OHC) and left.

When (b)(7)(C) called OHC the following Monday and told them of this experience, (b)(7)(C) was told that the vacancy lists provided to OHC by Trump showed several two bedroom apartments available at Shorehaven, and that (b)(7)(C) should have been shown an apartment when (b)(7)(C) was there.

*/ This couple, according to Cohn, were still residing in the fifth floor apartment as of the date of his letter.

(b)(7)(C) went back to Shorehaven on July 23, 1977, and dealt with a different agent. (b) told the agent that an application had been filled out for (b)(7) two weeks before and that (b)(had not heard anything from Shorehaven since. The agent looked unsuccessfully for (b)(7)(C) application and told (b)(7) that it was not on file. The agent also said that there were no two bedroom apartments available for showing at that time. When the agent asked (b)(7)(C) if (b)(wanted to fill out a second application, (b)(7)(C) declined and left the office, disgusted. (b)(7)(C) eventually ended up getting a non-Trump apartment in a different area than the one (b) had originally wanted. (b) was never called by Trump.

Vacancy lists provided to OHC by Trump show that no fewer than eighteen two-bedroom apartments were available at Shorehaven throughout the month of July. Roy Cohn, in his October 3, 1977, letter, states that the two rental agents at Shorehaven emphatically deny any knowledge of the above incident.

3. Testing at Highlander Hall

(b)(7)(C), a black tester for OHC, visited Highlander Hall, a Trump building in Queens, on September 8, 1977. (b) (b)(7)(C) saw the superintendent, (b)(7)(C) outside of the building and inquired about the availability of one bedroom apartments. (b)(7)(C) stated that (b) had none available. When (b)(7)(C) asked (b)(7) if (b) had any other size apartments, (b)(7)(C) replied that (b)(had junior 3 room and studio apartments in the building, but that nothing was available at the time. (b)(7)(C) said that nothing would be available on the first of October, except for a two bedroom, two bath apartment with a terrace. When (b)(7)(C) expressed an interest in seeing this two bedroom unit, saying that (b)(7) sister was also looking for an apartment and that the two of them might like to share a two bedroom, (b)(7) stated that (b)(7) could not see it at that time. (b)(7)(C) gave (b)(7)(C) phone number and left.

The Trump vacancy list prepared September 1, 1977, shows eleven junior 3 room apartments available at Highlander Hall. The following week's list of September 8, 1977, showed ten junior 3 room apartments available. Roy Cohn, in his October 3, 1977, letter states that (b)(7)(C) recalls saying to (b)(7)(C) that no 1 bedroom apartments were available and that that was the truth at the time. However, (b)(7)(C) indicates that (b)(7)(C) also stated that no junior 3 room apartments were available which, based on Trump's own figures, is false.

4. Testing at Beach Haven Apartments

(b)(7)(C) a black tester, for ONC, went to Beach Haven Apartments in Brooklyn on August 24, 1977, and talked to (b)(7)(C) the rental agent. (b)(7) inquired about the availability of studio and 1 bedroom apartments and was told that there was only one studio available, on the first floor, apartment 1G. After commenting that (b)(7) was not sure if (b)(7) wanted to live on the first floor, (b)(7)(C) asked to see the apartment. While (b)(7)(C) and the agent were waiting for a maintenance employee to get the key to the apartment, (b)(7)(C) commented on the generally bad cockroach problem which (b) had in the development. When the key was brought to (b)(7)(C) (b)(went along to apartment 1G and found (b)(7) could not get in, as there appeared to be a double lock on the door. (b)(7) went back to the rental office and told (b)(7)(C) what had happened. (b)(7)(C) expressed surprise at the fact that the door would not open, asking (b)(7) if (b) was sure (b)(7) had gone to the right apartment, but (b)(did not offer assistance, nor did (b) offer to show (b)(7) any other apartments. (b)(7)(C) then left, saying (b) might be back.

About five minutes after (b)(7)(C) left the rental office, (b)(7)(C) white, entered the office and spoke with (b)(7)(C) asked about the availability of studio apartments and the agent said (b) had several. However, (b)(7)(C) (b)(7)(C) did not see any of these apartments, as (b)(7) refused to fill out an application before being shown an apartment, as (b)(7)(C) had done, and walked out of the office.

The trump vacancy lists for both August 11 and August 18, 1977, indicate that 11 studio apartments were available at Beach Haven on both days. In his October 3 letter, Roy Cohn states that (b)(7)(C) acknowledges that there was more than one studio apartment available on August 24, but says that "if you've seen one, you've seen them all". (b)(7) also states that the door to apartment 1G was not double locked, but perhaps (b)(7)(C) was unable to open it. Contrary to what (b)(7)(C) says, (b)(7)(C) states that (b) offered to return to 1G with (b)(7) but that (b)(7) refused. (b)(7)(C) denies this.

5. Testing at Ocean Terrace Apartments

On August 24, 1977, (b)(7)(C) and (b)(7)(C) went to Ocean Terrace Apartments in Brooklyn. There was a sign outside saying that 2 and 3 room apartments were available. (b)(7)(C) went into the lobby, where (b) met the doorman, and asked (b)(7)(C) if there were any studio or 1 bedroom apartments available. The doorman walked into a small room to get the keys and (b)(7) talked to the superintendent over the intercom. (b) then showed (b)(7)(C) apartment 8R, a 1 bedroom unit in the rear of the building. When (b)(7) asked (b)(7) if any apartments were available facing the front, (b) stated that there was a studio. (b)(7)(C) and the doorman returned to the lobby, where (b) called the superintendent, who came and showed (b)(7)(C) apartment 8J, a studio. (b)(7)(C) then left.

No more than five minutes later, (b)(7)(C) ventered the lobby of the building and asked the doorman if any 1 bedroom or studio apartments were available. (b) replied that nothing was available. When (b)(7)(C) asked (b)(7) about the sign outside, (b) replied it was old and should be taken down.

On the Trump vacancy list of August 18, 1977, there were three studios and four 1 bedroom apartments at Ocean Terrace. On the August 25, 1977, list, there were four studios and two 1 bedroom apartments, including 8 J and 8R which (b)(7)(C) had been shown.

Roy Cohn, in his October 4 letter, states that it is not the practice of Trump to have doorman show apartments, but says that he could not learn the facts of the incident, as the doorman at Ocean Terrace died on September 2, 1977.

6. Second bona fide victim at Shorehaven

On August 30, 1977, (b)(7)(C) a black (b)(7)(C) called the Shorehaven Apartments rental office in Brooklyn and asked the (b)(7) rental agent who answered about the availability of 2 bedroom apartments. The agent replied that none were available. When (b)(7)(C) reported this conversation to the Open Housing Center on the following day, (b) was urged to go personally to the Shorehaven rental office and ask to see a 2 bedroom apartment, as the August 26, 1977, vacancy list showed 20 such units available at Shorehaven.

(b)(7)(C) of the Open Housing Center called the Trump office and advised a (b)(7)(C) there of what (b)(7)(C) (b)(7)(C) had been told on the phone and that (b)(7) was going to Shorehaven to see an apartment. When (b)(7)(C) went to Shorehaven, (b)(7) identified (b)(7)(C) and asked the rental agent if (b)(7 could see 2 bedroom apartments. The agent showed (b)(7) only a model 1 bedroom apartment and said that it was the same as a 2 bedroom except that it had one less bedroom. The agent did this despite (b)(7)(C) request to be shown an actual 2 bedroom apartment.

When (b)(7)(C) again contacted Trump, this time talking to (b)(7)(C), concerning (b)(7)(C) experience at Shorehaven, (b)(7)(C) agreed with (b)(7)(that it was not proper Trump procedure to show a 1 bedroom apartment in place of a 2 bedroom, and that prospective tenants should be shown the type apartment they desire. (b)(7)(C) and (b)(7)(C) then went to Shorehaven, where (b)(7)(C) who was very apologetic, (b)(7)(C) showed them five or six 2 bedroom apartments. Contrary to what (b)(7)(C) had been told by the rental agent previously, the layout of some 2 bedroom apartments was not the same as the 1 bedroom model.

7. Testing at Wilshire Hall

(b)(7)(C) a black tester, visited Wilshire Hall in Queens on September 8, 1977. After meeting (b)(7)(C) the superintendent of the building, (b)(7)(C) was taken to see the rental agent, (b)(7)(C) asked for a 1 bedroom apartment for one person. (b)(7) was told that the last 3 1/2 room apartment had been rented the day before, but that there was one junior 3 room apartment on the fourth floor. However, after leaving the room and checking with an unknown person, (b)(7) told (b)(7)(C) that there was a deposit on that apartment and no others were available. (b)(7)(C) called the complex the following Monday and was told that this apartment had been handed to the person who had put a deposit on it.

The Trump vacancy list of September 2, 1977, showed three 3 1/2 room and five junior 3 room apartments available at Wilshire Hall. The list of September 8, 1977, showed two 3 1/2 room and five junior 3 room apartments.

Roy Cohn, indicates that (b)(7)(C) in (b)(7) dealings with (b)(7)(C) limited (b)(7) choice of apartments at Wilshire Hall stating (b)(7) would be living with (b)(7)(C) and would need a larger apartment than a junior 3 room. (b)(7)(C) however, vigorously denies this. After (b) was told that no 1 bedroom or junior 3 room apartments were available, (b)(7) says (b)(7) asked about a bigger apartment, stating that (b) might be able to move into a 2 bedroom apartment with (b)(7)(C) who was also looking for an apartment. (b)(7)(C) who had first expressed surprise over (b)(7)(C) inquiry about a larger apartment (before (b)(7) mentioned (b)(7)(C) stated that no larger apartments were available. This statement, according to the Trump lists, was true.

(b)(7)(C) states that (b) inquired about the larger apartments to give the agent a chance to offer (b)(7) another apartment but that (b)(7) never limited (b)(7) choice of apartments to 2 bedroom units, and definitely expressed interest at the outset in the smaller 1 bedroom and junior 3 room apartments.

B. Older Incidents

1. (b)(7)(C)

(b)(7)(C) a black aliant of the Open Housing Center, went to Wilshire Hall in Queens in late August, 1975, and asked the doorman about the availability of 2 bedroom apartments. After showing (b)(7) apartment 7FF, the doorman referred (b) to the superintendent, (b)(7)(C) told (b)(7)(C) in an unpleasant manner, that (b) could not have seen 7FF because it was not available, and that (b) only had one 2 bedroom apartment available, 7G. After making a phone call, however, (b) informed (b)(7) that there was a deposit on that unit. Asking (b)(7)(C) to leave (b)(7) name and number, (b)(7) stated (b) would call (b) if the depositor did not take the apartment.

Two days later, (b)(7)(C) returned to the building and spoke to (b)(7)(C) who told (b) that 7G had been rented and that no other apartments were available. At the end of that week, (b)(7)(C) called Wilshire Hall on the phone and, without identifying (b)(7)(C), asked if there were any 2 bedroom apartments available. (b)(7) was told there were some. Later that same day (b) called (b)(7)(C) and this time identified (b)(7)(C) said that 7G was still rented and nothing else was available.

On September 10, 1975, (b)(7)(C) called (b)(7)(C) (b)(7)(C) about (b)(7)(C) experiences. (b)(7)(C) after checking with (b)(7)(C) called back and told (b)(7)(C) that 7G was available and that (b)(7)(C) should return to Wilshire Hall if (b)(7) wanted the apartment. Upon returning to the building and filing an application for 7G, (which was ultimately accepted), (b)(7) inquired about the availability of apartment 7FF, and was told by (b)(7) it was rented. Upon checking with (b)(7)(C) (b)(7)(was told that 7FF had been rented, but that it had been available when (b)(7) first inquired.

We originally notified Roy Cohn of this incident on September 19, 1975, and Trump's response was that 7C had always been available, but that (b)(7)(C) was adamant about receiving apartment 7FF, which Trump officials claim had a deposit on it during all of (b)(7)(C) dealings with them. The account of this incident given by (b)(7)(C) as well as by the OHC letter which first apprised us of the matter contradicts Trump's position.

2. (b)(7)(C)

(b)(7)(C) who are black, went to Shorehaven in Brooklyn on January 24, 1976, and talked to agent (b)(7)(C) (b)(7)(C) about renting an apartment. (b)(7)(C) told them that the income of both (b)(7)(C) could not be considered in applying for the apartment and that, since (b)(7)(C) income did not, alone, meet the criteria, they were not eligible. This is clearly contrary to Trump's rental standards, as well as to our view of the Act.

(b)(7)(C) upon learning of this, called (b)(7)(C) who said (b) could call the (b)(7)(C) immediately after reprimanding (b)(7)(C) The (b)(7)(C) did go back to Shorehaven and were rented an apartment by (b)(7)(C)

3. (b)(7)(C)

(b)(7)(C) a black (b)(7) went to Grymes Hill, a Trump development in Staten Island, on April 16, 1977. (b)(7) asked for and was shown a 2 bedroom apartment and then went to the rental office to file an application. After being interviewed by a (b)(7)(C) took an application home, filled it out and returned to Grymes Hill with it on April 18, (b) was told to call back the next day. When (b) did, (b) was told that, because (b) had been living in Parkhill, a predominantly black (non-Trump) development with an allegedly high dispossession rate, (b)(7) application had been rejected.

(b)(7)(C) called the Open Housing Center and told them what had happened. They talked to (b)(7)(C) on April 25, 1977, who apologized for (b)(7)(C) stating that (b) had acted improperly. (b)(7)(C) reprimanded (b)(7)(C) according to OHC, and (b)(7)(C) eventually signed a lease at Grymes Hill.

4. (b)(7)(C)

On June 21, 1977, (b)(7)(C) a black (b)(7)(C) called the Beach Haven rental office in Brooklyn and spoke to a (b)(7)(C) rental agent. (b)(7)(inquired about 2 bedroom apartments and was told that the only apartments available at Beach Haven at that time were studios. The June 16, 1977, vacancy list showed five 2 bedrooms and six 1 bedroom apartments in addition to many studios. The June 23, 1977, list showed five 2 bedrooms and five 1 bedroom apartments available, in addition to 10 studios. When (b)(7)(C) called (b)(7)(C) agreed that false information had been given to (b)(7)(C) and set up an appointment for (b)(7)(C) to see apartments at Beach Haven. When (b)(7)(C) went there one or two days later, (b) was shown one 2 bedroom apartment by the (b)(7)(C rental agent. (b)(7)(C) did not like the layout of that apartment and, since the agent told (b)(7) that all of the other available 2 bedroom units were the same, (b)(7)(C) did not rent an apartment at Beach Haven.

5. (b)(7)(C) On or about July 7, 1976, (b)(7)(C) a black client of the Open Housing Center, went to Highlander Hall in Queens looking for a 3 1/2 room apartment or a large studio. (b)(7) had with (b)(7) a copy of the July 1, 1976, Trump vacancy list which showed four studios and one 3 1/2 room apartment as being available. As (b)(7) came to the door of the building, (b)(7) met the doorman and inquired about the availability of apartments. The doorman replied that nothing was available, and when (b)(7)(C) asked for the superintendent, (b) replied that (b) was not in. (b)(7)(C) then left.

Later that day, or the following day, (b)(7)(C) returned to Highlander Hall and again talked to the doorman who stated that nothing was available and that the superintendent was not in. The doorman tried to stop (b)(7)(C) from entering the lobby, but (b)(7) succeeded in ringing the superintendent's bell. When the superintendent, (b)(7)(C) emerged, (b)(7)(C) asked (b)(7) if any 1 bedroom or studio apartments were available, and was told that nothing was available. When (b)(7)(C) informed the agent that (b)(7) had the current Trump listings and was interested in seeing apartment 4F, (b)(7)(C) replied that 4 F had been rented, that the 4 1/2 room apartment on the list had been seen by a man who was coming back (although no application or deposit had been left) and that there was only one studio which had been rented that morning.**/

When (b)(7)(C) called (b)(7)(C) about this incident, (b) confirmed that apartment 4F had been rented. However, (b) also stated that three other apartments (2 studios and a 4 1/2 room apartment) had been available at Highlander at the time that (b)(7)(C) inquired.***/

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*/ See paragraph A(3) above, (b)(7)(C) and (b)(7)(C) appear to both act as superintendent at Highlander Hall.

**/ The Trump vacancy list of July 9, 1976, showed 3 studios and one 4 1/2 room apartment available.

***/ (b)(7)(C) went back to Highlander the next day and was shown apartments by a very apologetic (b)(7)(C) did not like the studio at Highlander and eventually found an apartment at Belcrest Hall, another Trump complex.

In addition to (b)(7)(C) troubles at Highlander, (b)(7)(C) also encountered difficulty in getting to see an apartment at Edgerton Hall, another Trump complex in the same area of Queens. At about the same time as (b) looked at Highlander, (b)(7)(C) went to Edgerton Hall with a Trump vacancy list. The doorman at the building would not let (b) in, stating (b)(7) would have to go to Kraham Leasing Agency (an agency which Trump no longer uses) before (b)(7) could see an apartment. However, after (b)(7) showed the doorman the vacancy list, (b) grudgingly let (b) in the building and showed (b)(7) a studio apartment. (b)(7)(C) felt that (b)(7) studio was too small and did not inquire further as to any other available apartments.

6. (b)(7)(C) (b)(7)(C) and (b)(7)(C) who are black, went to Shorehaven in Brooklyn on April 24, 1976, and asked the rental agent, (b)(7)(C) if any 2 bedroom apartments were available. They were shown one apartment, which was in disrepair and, upon asking if there were any other similar sized apartments available, (b)(7)(C) replied that there was one other, but it was smaller than the one they had just seen. (b)(7)(C) states that the agent was very rude to them.

The Trump vacancy list for April 19, 1976, showed nine 4 1/2 room apartments available at Shorehaven. The April 25, 1976, list showed seven 4 1/2 room apartments available.

Upon learning of the experience of the (b)(7)(C) (b)(7) called (b)(7)(C) apologized and acknowledged that there were more than two 4 1/2 room apartments available at Shorehaven when the (b)(7)(C) had applied. Eventually, with (b)(7)(C) assistance, the (b)(7)(C) got an apartment at Shorehaven.

C. Statistics on Trump Buildings

Pursuant to the Consent Order, Trump has provided us with statistics on the racial occupancy of its 37 buildings. On July 1, 1975, (three weeks after the Order was entered) there

were 641 blacks in these buildings (or 6.6% of occupancy). The last report of Trump shows that, on September 10, 1977, the number of blacks occupying apartments at Trump buildings had grown to 1013 (or 10.45% of occupancy). While this is an increase of 372 black persons (and 3.8%) over a period of about 2 1/4 years, it is not as promising as it looks. As of the date of the last Trump report, sixteen Trump buildings (out of 37) still had from 0-5% black occupancy. In addition, out of the 1013 blacks residing in Trump apartments, 541 (54% of all blacks) reside in only 9 complexes (less than one-quarter of Trump's buildings).

Of more particular interest are the racial statistics for the buildings at which the above-mentioned incidents occurred. The figures are as follows:

Incident	Building/Date	Paragraph	% of Racial Occupancy (at time of Incident)
(b)(7)(C)	Lawrence Gardens 9/77	A(1)	8.4% */
	Shoreheven 7/77	A(2)	5.6%
	Highlander Hall 9/77	A(3)	17.9% **/
	Beach Haven 8/77	A(4)	4.6%
	Ocean Terrace 8/77	A(5)	2.6%

*/ It should be noted that the % of black occupancy at Lawrence Towers, at which (b)(7)(C) (b)(7)(C) is 1.1%.

**/ While this figure may seem high, it is important to point out that the % of black occupancy when the Order was entered was almost 11, and there has been an increase of only 7% (12 blacks) since that time.

Incident	Building/Case	Paragraph	% of Racial Occupancy (at time of Incident)
(b)(7)(C)	Shorehaven 8/77	A(6)	5.8%
	Wilshire Hall 9/77	A(7)	4.1%
	Wilshire Hall 8/75	B(1)	2.8%
	Shorehaven 1/76	B(2)	3.3%
	Grymes Hill 4/77	B(3)	8.4%
	Beach Haven 6/77	B(4)	4.6%
	Highlander Hall 7/76	B(5)	13.7%
	Shorehaven 4/76	B(6)	4

As can be seen from these statistics, all of these buildings (except for Highlander Hall which, as noted above, has not increased much in black occupancy since the Consent Order was filed) had relatively few black tenants when the above-mentioned incidents occurred.

III. Other Considerations

The incidents set out above do not amount to proof that the defendant has deliberately set out, as a matter of policy, to violate the Order. They do show, however, that several agents have engaged in violations, and that the defendant has not taken adequate steps to prevent a recurrence.

Under the circumstances, it seems appropriate to proceed by means of a motion for supplemental relief, instead of moving to hold defendants in contempt.*/

What we propose to seek is essentially a further extension of the Consent Order as originally drafted. The crucial point on which we would insist would be further reporting to the Open Housing Center, in view of that provision's demonstrated effectiveness.

Given this approach, we believe that we should proceed by way of a notice letter; paragraph IX of the Order appears to require this in any case. Our past history of dealings with Mr. Cohn makes the prospect of negotiations with him an unattractive one, but he is likely to be even more unpleasant to deal with if we file without notice.

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*/ Should further investigation or discovery turn up a "smoking gun" in the possession of an officer of Trump, we can upgrade our motion to seek contempt against the appropriate parties.

T. 11/8/77

NOV 9 1977

DSD:LH:mp
DJ 175-52-28

Roy M. Cohn, Esquire
Saxe, Bacon & Bolan, P.C.
39 East 69th Street
New York, New York 10021

4
11/9/77

Re: United States v. Trump Management
Civil Action No. 73-1529

Dear Mr. Cohn:

NSD
11/8

This is in regard to your letter of October 25, 1977, in which you provide your client's account of the alleged incident of discrimination at Lawrence Gardens on September 11.

In this letter, you state that the white (b)(7)(C) and black (b)(7)(C) whom (b)(7)(C) saw on that date were both (b)(7)(C) and that they were rented an apartment by (b)(7)(C) We believe that it would help us considerably in resolving the conflict of testimony on this matter if you would furnish us with the names and address of these people, so that we can speak to them and confirm (b)(7)(C) account.

Your letter goes on to complain that repeated testing by personnel of the Open Housing Center is wasting the time of Trump personnel, and to request that we screen the complaints of discrimination carefully before referring them to you for investigation. You ask further that we "exercise some degree of control" over the Open Housing Center to prohibit or limit further testing.

records ✓
chrono
trial file
Handley

While we are neither unaware of, nor entirely unsympathetic to, the feelings of resentment sometimes aroused by testing in people in the real estate industry, the courts have repeatedly held that testing is not only a permissible, but an indispensable means of investigating alleged housing discrimination. We would not assent, therefore, to your contention that the Open Housing Center has acted improperly. In any case, the Center is not under our control, and its recent testing of Trump buildings was neither requested nor suggested by us. I seriously doubt that we could control the Center's actions, even if we thought we should.

With regard to the question of the screening of complaints, we believe each of the alleged incidents furnished you, on the face of the information available to us, indicates a possible instance of discrimination. We are obligated to investigate any such complaint, and I know no better or fairer way of doing so than by asking the person allegedly responsible for his or her version of the facts, even if the Consent Decree did not require us to take this approach.

Nevertheless, we are anxious to minimize any inconvenience caused by our request. If you have any suggestions as to how you would prefer to proceed in handling any future incidents, please feel free to write or to call (202) 739-2854.

Thank you for your cooperation.

Sincerely,

Drew S. Days III
Assistant Attorney General
Civil Rights Division

By:
Harvey L. Handley III
Attorney, Housing Section

Saxe, Bacon & Bolan, P.C.

39 EAST 68TH STREET
NEW YORK, NEW YORK 10021

(212) 472-1400
CABLE: SAXUM

JOHN GODFREY SAXE (1909-1953)
ROGERS H. BACON (1919-1962)

ROY M. COHN
DANIEL J. DRISCOLL
MICHAEL ROSEN
JOHN F. LANG
JAMES M. PECK
ROY R. KULCSAR
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THOMAS A. BOLAN
COUNSEL

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Oct 31 1 09 PM '77
CIVIL RIGHTS DIVISION

October 25, 1977

DOCUMENTS
NOV 1 1977
CIVIL RIGHTS

Drew S. Days, III
Assistant Attorney General
Civil Rights Division
Department of Justice
Washington, D.C.

Re: U.S. v. Trump Management
C.A. No. 73-1529
DAD:WG:BFH:saf
DJ 175-52-28

Dear Mr. Days:

Reference is made to your letter of October 11, wherein you describe an alleged incident which supposedly occurred on September 11, 1977. Please let this letter state that our client's employee, (b)(7)(C) (b)(7)(C) (b)(7)(C) at Lawrence Towers, categorically denies the allegations made in said letter.

Firstly, the young couple referred to were not a white (b)(7) and black (b)(7)(C) but rather both (b)(7)(C) one white and black. As a matter of information, (b)(7)(C) rented to this couple an apartment at 3301 Nostrand Avenue and they are now and have been residing in this building. It is difficult to see or understand how charges of discrimination can be made when the people in question were granted an apartment.

(b)(7)(C) steadfastly maintains that (b)(did not make any derogatory remarks concerning blacks to (b)(7)(C) If made, Trump Management, Inc. would not tolerate such remarks or continue the employment of one who spoke so rashly and unfairly.

During (b)(7)(C) viewing of the apartment, (b)(7) questioned (b)(7)(C) as to (b)(7) rental policy with respect to "those kind of people," referring to the black and white couple. It was (b)(7)(C) impression that (b)(7)(C) was concerned, in a negative sense, about blacks occupying apartments and in (b)(7) desire not to offend what (b)(7)(C) thought were

175-52-28
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CIV. RIGHTS DIV.

a prospective tenant's views, (b)(7)(C) was not willing to come to anyone's defense. After viewing the apartment, (b)(7)((b)(7)(C said (b)(7) would call the next day. When (b)(7) did, (b)(7)(C (b)(7)(C) informed (b)(7)(that the apartment on the fifth floor at 3301 Nostrand Avenue had been rented (to the black and white couple).

On September 11, several prospective tenants came to view the apartment and (b)(7)(C) was successful in renting apartment 4H, in addition to the one previously mentioned. The following day there were other inquiries regarding 3 1/2 room apartments but, because of (b)(7) success the previous day, none were cleaned and ready to show and were therefore not available at that time.

As you know, the consent decree expired a while ago. Despite this, because of our desire to give you all continuing cooperation, we have been doing so. We wish to call your attention to the fact that there is a growing waste of money and manpower by Trump personnel in showing apartments to people who have no intention in renting them, but are desirous of trying to create an incident. The Trumps have received complaints from their employees in this regard to the point that we feel this is reaching a stage of harassment.

I am sure it is your intention and that of the Division to be fair to all parties concerned and in that regard we would be most appreciative if you could question and screen these alleged complaints carefully before asking us to respond to them and if you could exercise some degree of control over the exercise in futility for all concerned of people who have no intention of renting descending upon us. We would be most grateful for this.

Sincerely,

Roy M. Cohn

sb

TRUMP MANAGEMENT, INC.

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OCT 19 12 45 PM
CIVIL RIGHTS
DIVISION

600 AVENUE Z
BROOKLYN, N.Y. 11223
743-4400

October 12th, 1977

Harvey L. Handley
Enforcement Unit - Open Housing
Civil Rights Division
U. S. Department of Justice
550 11th Street, N. W.
Washington, D. C. 20530

DOCKETED
OCT 20 1977
CIVIL RIGHTS

Dear Mr. Handley:

Pursuant to the Consent Order dated June 10, 1975, we are hereby forwarding our Sixth Report to your office containing the following.

1. Reports on all required information.
2. Copies of new employees signed statements.
3. All necessary correspondence relating to the Consent Order.
4. Copies of monthly ads.
5. Copies of all weekly vacancy lists previously submitted to Open Housing.

Very truly yours,

TRUMP MANAGEMENT, INC.

BY: (b)(7)(C)

IE:fh
Enclosures.

299308

175-52-28
DEPARTMENT OF JUSTICE
24 OCT 19 77
R.A.O.
CIV. RIGHTS DIV.

T. 10/6/77

DSD:WG:BPH:saf
DJ 175-52-28

OCT 11 1977

Roy Cohn, Esq.
Saxe, Bacon, and Bolan, P.C.
39 E. 68th Street
New York, New York 10021

Re: United States v. Trump Management, Inc., C.A. No. 73-C-1529

Dear Mr. Cohn:

Pursuant to Paragraph IX of the Consent Order entered in the captioned action on June 10, 1973, I am notifying you of a complaint of alleged housing discrimination which we have received from the Open Housing Center. A description of the events surrounding this complaint is attached.

We have previously notified you, in our letters of September 6, September 8 and September 22, 1977, of other alleged discriminatory incidents at Trump apartment buildings. To date, we have not received a response to any of these letters, despite the requirement of the Consent Decree that you respond within fifteen days.

Since we believe we are obligated to determine as soon as possible whether these allegations necessitate our seeking further relief from the Court, we are anxious

cc: Records
Chrono
Heffernan
File
(b)(7)(C)

to hear from you as soon as possible. Please let us know at your earliest convenience when you expect to complete your investigation of these various incidents.

Thank you for your cooperation.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:
Brian F. Heffernan
Paralegal Specialist
Housing Section

On September 11, 1977, (b)(7)(C) a white tester, went to the rental office of Lawrence Gardens, at 3323 Nostrand Avenue. There, (b)(7)(C) met the superintendent of Lawrence Towers, which is across the street from Lawrence Gardens, who identified (b)(7)(C) as (b)(7)(C (and explained that (b) was doing the renting at Lawrence Gardens as its superintendent was on vacation). (b)(7)(C) inquired about the availability of 3 1/2 room apartments, and was told that two were available (on the fifth floor of the 2301 Nostrand building, whose the elevator was broken, and in the 3315 Nostrand building). As (b)(7)(C) and (b)(7)(C) were talking, a young couple, a white (b)(7)(and black (b)(7)(C) entered the office and inquired about an apartment. (b)(7)(C) told them to wait, as (b) was taking (b)(7)(C) to see an apartment. On the way to see the apartment, (b)(7)(C) talked about the young couple, stating that (b) disliked blacks and tried not to rent to them. When blacks were insistent, (b)(7)(C) continued, (b)(7) would show them an apartment that is in very bad shape and tell them that an apartment has to be taken as is. When (b)(7)(C) asked (b)(7)(C what happens if the blacks persist anyway, (b)(7)(C) replied "We have other ways", and said that the blacks were asked to bring in a lot of papers and given a hard time. (b)(7)(C) concluded the conversation on this subject by saying "We don't want them here."

(b)(7)(C) and (b)(7) then viewed Apartment 4H, at 3315 Nostrand. After (b)(7)(C) said that there were a couple of other 3 1/2 room apartments, in addition to the one at 3301 Nostrand, (b)(7)(C) expressed interest in the one at 3301 and said (b)(7) would call back the following morning to see if the elevator was repaired. (b)(7) then left.

About five minutes later, (b)(7)(C) a black tester, went to the rental office and asked for a 3 1/2 junior or four room apartment. (b)(7) spoke to (b)(7)(C) who said that (b) had one apartment in 3301 Nostrand, but that the elevator was broken and (b)(7) could come back if (b)(7) would like.

On September 12, 1977, at about 2:15 p.m., (b)(7)(C) called (b)(7)(C) and identified (b)(7)(C) and (b)(7)(C) acknowledged remembering (b)(7)(C) told (b)(7)(C) that the elevator was fixed at the 3301 building, but that the fifth floor apartment had been rented. However, (b)(7) added that there was available an identical apartment on the second floor of the same building, and that Apt. 4H at 3315 Nostrand was also available. At about 2:30 p.m., (b)(7)(C) a black tester, went to the rental office at Lawrence Gardens and saw (b)(7)(C) inquired about the availability of 3 1/2 room apartments. (b)(7)(C) replied that (b) had just rented the last one and that nothing else was available. (b)(7)(C) asked if there were any junior four room apartments available and (b)(7) replied there were none.

T. 9/22/77

DD:WG:BFH:saf
DJ 175-52-28

SEP 22 1977

Roy Cohn, Esq.
Saxe, Bacon and Bolan, P.C.
39 East 68th Street
New York, New York 10021

Re: United States v. Trump Management, Inc., C.A. No. 73-C-1529

Dear Mr. Cohn:

Enclosed please find accounts of two more instances of possible discrimination against blacks at Trump buildings. These incidents were reported to this Department by the Open Housing Center. We would appreciate a prompt response after you have investigated these incidents, informing us of any action which you intend to take.

Thank you for your cooperation.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:
Harvey L. Handley
Attorney
Housing Section

cc: Records
Chrono
Handley
Heffernan
File

Ident No. 1

On September 8, 1977, (b)(7)(C) a black tester, ited the premises of 164-20 Highland Avenue (Highlander 1) in Queens. (b)(7)(C) located the superintendent (b)(7)(C) and inquired about the availability of a junior ee-room apartments. (b)(7)(C) replied that (b)(7)(had none ilable.

Ident No. 2

On September 8, 1977, (b)(7)(C) also visited ahire Hall, 192-30 Wexford Terrace, Queens. (b)(7) met the arintendent, (b)(7)(C) who took (b)(7) to see the rental nt, (b)(7)(C) asked for either a one- room or a junior three-room apartment. (b)(7)(C) replied t (b)(7) had had a one-bedroom apartment, but that it had been ted the day before. (b)(7)(C) added that (b)(7 had only junior three-room apartment available, but, after leaving room to check with the superintendent, (b)(7) stated that e was a deposit on that apartment and that (b) did not h any others available.

Saxe, Bacon & Bolan, P.C.
39 EAST 68TH STREET
NEW YORK, NEW YORK 10021

JOHN GODFREY SAXE (1909-1953)
ROGERS H. BACON (1919-1962)

ROY M. COHN
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JOHN F. LANG
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(212) 472-1400
CABLE: SAXUM

THOMAS A. BOLAN
COUNSEL

OCT 11 12 55 PM '77

October 3, 1977

Drew S. Days, Esq.
United States Dept. of Justice
Civil Rights Division
Washington, D.C.

DOCKETED
OCT 12 1977
CIVIL RIGHTS

Re: U.S. v. Trump
D.S.D: WG; BHF;
sas
D.J. 175-52-28

Files
BHF
7/30/82

Dear Mr. Days:

With respect to your letter of September 6, 1977, wherein you request information of alleged incidents of discrimination, please be advised our client has investigated the matter and has delineated the incidents in a letter to us. Enclosed herewith is a copy of our client's letter to us which explains the circumstances surrounding each incident.

If you have further questions on this matter we will be glad to be of service.

Sincerely,

Roy M. Cohn

sb
Encl.

175-52-28
DEPARTMENT OF JUSTICE
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INCIDENT No. 1

(b)(7)(C)
HIGHLANDER HALL
(b)(7)(C) Supt.
9/8/77

(b)(7)(C) recalls the incident and states that (b)(7)(C) asked for a one bedroom apartment and (b) told (b)(7)(C) did not have any available, which happened to be the truth. (b)(7)(C) stated that (b)(has never discriminated against black tenants, in fact (b)(has rented numerous apartments to very fine black tenants presently living at Highlander Hall.

Sept 8th Temp list

10 Jr. 3 room apts - Shuck is VBR + Short Hampton

OK

asked for

INCIDENT NO. 2

(b)(7)(C)
Wilshire Hall
9/8/77

(b)(7)(C) (b)(7)(C) vividly recalls the alleged incident as this was (b) second day on the job at Wilshire and (b)(7)(C) was (b)(7) very first prospect. (b)(7)(C) informed (b)(7)(C) that (b)(was planning to move from (b)(7 own home in East Hampton and required a one-bedroom for (b)(7)(C) and possibly (b)(7)(C) responded that (b)(7) only had one $3\frac{1}{2}$-room apartment on (b)(7) list but this was rented the day before (Apt. 6B) by Kraham Realty. (b)(7)(C) discussed the possibility of a Jr. 3-room apartment and showed (b) floor plans on same but (b)(7)((b)(7)(C) stated (b)(wanted (b)(7)(C) to live with (b)(and preferred the larger apartment as (b)(had until December 1 to make (b) move and promised to get back to (b)(7)(C)

Another $3\frac{1}{2}$ room apartment in the building, L5, was on a hold basis by Kraham Realty for (b)(7)(C) as of 9/3/77. When (b)(7)(C) failed to consummate the deal with Kraham, they (Kraham) rented apartment L5 to a (b)(7)(C) whom we approved and accepted for tenancy. Incidentally, is black.

(b)(7)(C) our superintendent at the wilshire and (b)(7)(C) our rental agent, have in no way discriminated in the past nor in the present alleged incident. As a matter of fact, we have black tenants residing in the building, all of whom were rented their apartments by (b)(7)(C) our superintendent, who has been in our employ for the last 25 years.

Sept 8 list - 2 $3\frac{1}{2}$ room 5 Fl. 3

If (b)(7)(C) really wanted only larger apt., Kraham is OK

Did (b)(7)(C) want larger apartment

INCIDENT #1

Re: (b)(7)(C)
7/9/77 and 7/23/77
SHORE HAVEN APTS.

(b)(7)(C) and (b)(7)(C) the two (2) rental agents at Shore Haven, emphatically deny any knowledge of this allegation. They readily admit they had two-bedroom apartments available on the above-mentioned dates. They also deny ever taking any application from any prospective tenant unless said prospect has seen an apartment and submits a deposit of one months rent for this apartment. We must also state that we do not maintain any waiting lists for apartments.

Have Directly contradicting to (b)(7)(C)
stated - appears they are lying, as Wilkes
in touch w/ Open Housing Center Shelter & no
reason to visit if no problem.
I think Wilkes has copy of application - ask (b)(7)(C)
Maybe

INCIDENT #2

Re: (b)(7)(C)
8/24/77
BEACH HAVEN APTS.

Triplett 8/18 1 studio
8/25 1 studio

(b)(7)(C) did offer (b)(7)(C) a studio apartment. We did not have any one-bedroom apartments available at that time. There was more than one studio apartment available but all studio apartments are identical, if you've seen one, you've seen them all. Good salesmanship does not dictate revealing your entire inventory to a prospect as they may wonder why the building has so many vacancies. (b)(7)(C) states the door was not double locked but perhaps (b)(7)(C) was unable to open it. (b)(7)(C) offered to return with (b)(7)(C) but (b)(7)(C) refused and left. (b)(7)(C) acknowledges (b)(7)(C) inquiry. (b)(7)(C) stated (b)(7)(C) had studio apartments available but prior to showing (b)(7)(C) an apartment (b)(7)(C) requested some basis information such as name, present address, employer, salary earned, etc. in order to conduct a more productive interview. This merely happens to be another technique some sales personnel use. We might add that the very same procedure was used for (b)(7)(C) and (b)(7)(C) readily supplied the information requested of (b)(7)(C) (Copy enclosed -- note information given on application is false; name, address, etc.) Our sales personnel are in the business of renting apartments and should not be subjected to "games". By wasting their time with false applicants, it takes time away from those

INCIDENT #2 (continued)

prospective tenants who are genuinely interested in renting apartments.

No. of Rooms Studio

Applicants Must Submit W-2 Forms

Date 8/24/77 B

(Not Less than One Month's Rent)

Apt. No.

Dep. Key

Bldg. No.

Bal. Mos. Rent

APPLICATION FOR APARTMENT

1 Mos. Security

SOCIAL SECURITY # (b)(7)(C)

1. Name (b)(7)(C) Age 33
2. Present Address (b)(7)(C) Phone No. (b)(7)(C)
3. Business or Employer (firm name) N.Y.S. Dept of Corrections Income: 15,000
   Address Atlantic Ave B'klyn
   Position Clerk Position Held Since 1968 Phone No.
4. Present Landlord Address Present Rent:
   How long a tenant? Reason for moving
5. Previous Landlord (b)(7)(C) Address (b)(7)(C)
   How long a tenant? 3 yrs Reason for moving Chg. Neighborhood
6. References:
   Name (b)(7)(C) Add: (b)(7)(C) Tel.# (b)(7)(C) Any Relationship Yes (Yes or No)
   Name Add: Tel.# Any Relationship No (Yes or No)
   Name Add: Tel.# Any Relationship No (Yes or No)
7. Bank Roosevelt Savings Address Ave C
   Acct.# Acct. in name of
8. Do you own a car Yes (Yes or No) License No. (b)(7)(C) Do you require a garage No (Yes or No)
9. Intended occupants of apartment:

Adults

Name: Relationship

Name: SELF Relationship

Name: Relationship

Children

Name: Relationship Age Sex

Name: Relationship Age Sex

In case of emergency - notify (b)(7)(C) Phone # (b)(7)(C)

Recommended By Friend (b)(7)(C) Times

Agent Applicant (b)(7)(C)

DEPOSITS WILL NOT BE REFUNDED

No employee of the landlord or of the landlord's agent is permitted to receive any fee or commission for the renting or reservation of apartments. Applicant represents that he has made no such payment in connection with this application.

Signed by

INCIDENT #3

Re: (b)(7)(C)
8/24/77
OCEAN TERRACE

We are not in a position to determine the facts of this incident as the party involved, (b)(7)(C) doorman at Ocean Terrace, passed away on Friday, September 2, 1977. It is not our practice to have doormen show apartments and we are sure that if the superintendent was contacted directly that every courtesy would have been extended.

Tom Lord

INCIDENT #4

Re: (b)(7)(C)
8/30/77
SHORE HAVEN APTS.

The information you give explaining incident #4 is absolutely erroneous. On August 30, (b)(7)(C) appeared with a friend asking about the rental of a $4\frac{1}{2}$ room apartment for immediate occupancy. The rental agent, who happens to have (b)(7)(C) office in the model apartment, said (b)(7)(C) had $4\frac{1}{2}$ room apartments available and they were similar to the model apartment except for one additional small bedroom. (b)(7)(C) asked if (b)(7)(C) had any $4\frac{1}{2}$ room apartments with a large dining area as (b)(7)(C) had large dining room furniture and required a separate dining area. The agent replied that none of the $4\frac{1}{2}$ room layouts had separate dining areas, in fact, one must use the living room for dining as per the model apartment. (b)(7)(C) then received a call from (b)(7)(C) who asked (b)(7)(C) about $4\frac{1}{2}$ room apartments and dining areas. (b)(7)(C) informed (b)(7)(C) that none of the $4\frac{1}{2}$ room apartments at Shore Haven had separate dining areas and tenants used the living room for dining. (b)(7)(C) also invited (b)(7)(C) to accompany (b)(7)(C) to Shore Haven and the agent would show them 3 or 4 different type $4\frac{1}{2}$ room apartments so they could convince themselves they had no dining areas. (b)(7)(C) also informed (b)(7)(C) (b)(7)(C) that the rental agent had a very friendly conversation with (b)(7)(C) who left only because of the rooms being too small for (b)(7)(C) dining furniture.

INCIDENT #4 (continued)

(b)(7)(C) contacted (b)(7)(C) on the phone while (b)(7)(C) held the wire; (b)(7)(C) then informed (b)(7)(C) that it was true that (b)(7)(C) furniture was too large. Nevertheless, several days later, on September 1 or September 2, (b)(7)(C) did go to Shore Haven with (b)(7)(C) and the rental agent, (b)(7)(C) showed them 3 or 4 4½ room apartments and again (b)(7)(C) commented (b)(7)(C) furniture was too large. We might point out that both (b)(7)(C) and (b)(7)(C) were convinced that Shore Haven does not have 4½ room apartments with many dining areas. The rental agent gave (b)(7)(C) business card and informed (b)(7)(C) of the days and hours Shore Haven was open for business. Throughout their dealings, the mood was friendly on both sides.

(b)(7)(C) - moved to these apts.

Open Housing Center of New York

Housing Assistance for Employees of New York Companies
150 Fifth Avenue, Suite 918, New York, N.Y. 10011 (212) 989-7346

EXECUTIVE OFFICERS
Betty Hoeber, Director
(b)(7)(C) Assistant Director
Equal Opportunity Director

SEP 23 10 06 AM '77
CIVIL RIGHTS
DIVISION

September 20, 1977

DOCKETED
SEP 26 1977
CIVIL R...

Mr. Harvey L. Handley
U. S. Dept. of Justice
Housing Section-Civil Rights Div.
550 Eleventh Street, N. W.
Washington, D. C.

Dear Mr. Handley:

On September 11, 1977 I, (b)(7)(C), went to Lawrence Gardens, whose rental office is in 3323 Nostrand Avenue, and covers the renting of apartments at 3301, 3315 and 3323 Nostrand Avenue.

In the rental office I met a (b)(7 who identified (b)(7)(C) as (b)(7)(C the superintendent of Lawrence Towers, which is directly across the street and also owned by Trump. (b)(7)(C) explained that the superintendent of Lawrence Gardens was on vacation and (b) was doing the renting in (b) absence. I inquired about the availability of 3 1/2 room apartments. (b)(7)(C said (b) had one in the 3301 building on the 5th floor but the elevator was temporarily out of order, but that if I wanted to walk up (b)(would show it to me. I replied that I would come back and asked when (b)(thought it would be fixed. (b)(said later that afternoon. I asked if (b)(7) had any other apartments and (b)(said (b)(would show me one in 3315, although the paint job was unsatisfactory and would need to be redone. While we were talking a young couple, a white (b)(7)(and a Black (b)(7)(C) came in and from the (b)(7)(C remarks to (b)(7)(C I determined that they had been there before and thought some misunderstanding had occurred about the size of apartment they requested. (b)(7)(C told them to wait as (b)(was taking me to see an apartment. On the way to seeing apartment 4H a 3 1/2 room apartment at 3315, (b)(7)(C talked at length about this couple, saying that (b)(disliked Blacks and tried not to rent to them. When Blacks were insistent (b)(said that (b)(7 showed them an apartment that is in very bad shape and tells Blacks that the apartment has to be taken as is. When I asked what happens if they persist anyway (b)(7)(C) said "we have other ways", and they were asked to bring in a lot of papers and given a hard time. "We don't want them here", said (b)(7)(C)

175-82-28

After viewing 4H, renting for $315.00, (b)(7) said that this apartment was really a Junior 4 since it had a dining area outside the kitchen. In addition to the apartment on the 5th floor at 3301, there were a couple of others at $299.00 which did not have this extra dining area. I said I would like to see the one at 3301 and would call back the next morning to see if the elevator was

DEPARTMENT OF JUSTICE
SEP 23 1977
CIVIL RIGHTS DIV.

working. (b)(7) gave me a card with (b)(7)(name and phone number on it. I left the office.

On the same day, about 5 minutes later, (b)(7)(C) a Black (b)(7)(C) went to the rental office. and asked for a 3 1/2 or Jr. 4 room apartment. (b)(7) saw (b)(7)(C) as (b)(7) description matched the man I had seen and there were only two men at the rental office, (b)(7)(C) and a young, white (b)(7)(who told me when I was waiting for (b)(7)(C) to come back from showing an apartment that (b)(didn't work there but was helping (b)(7)(C) out. (b)(7)(C) told (b)(7)(C) that (b)(had an apartment in 3301 but the elevator was broken and said (b)(7) could come back.

On September 12 at about 2:15 P. M. I called (b)(7)(C and identified myself, and (b)(acknowledged that (b)(remembered me. I asked if the elevator was fixed and (b) said that it was. (b)(informed me that the apartment on the 5th Floor at 3301 was rented but that there was another one just like it available on the 2nd floor of the same building. In addition4H at 3315 was also available. I said I would be over later if I got the chance. At about 2:30 P. M. (b)(7)(C) (b)(7)(C) a Black (b)(7)(C) went to the rental office and saw (b)(7)(C) (b)(7) inquired about 3 1/2 room apartments and (b)(7)(C) said (b)(had just rented the last one and nothing else was available. (b)(7)(C) asked if there were any JR. 4's and (b)(7) said there were none.

On the Trump list of September 8th there were seven 3 1/2 room apartments, 4 at $315.00 and 3 at $299.00. Since we have had no list subsequent to that one we have no way of knowing how many of these apartments were indeed available on September 11th and 12th except for those offered to me in person and over the phone.

Very truly yours,

OPEN HOUSING CENTER

(b)(7)(C)

PS:



Open Housing Center of N.Y.
150 Fifth Ave., Suite 918
New York, N.Y. 10011

Mr. Harvey L. Handley
U. S. Dept. of Justice
Civil Rights Div.-Housing Section
550 Eleventh Street, N. W.
Washington, D. C. 30250

Open Housing Center of New York

Housing Assistance for Employees of New York Companies
150 Fifth Avenue, Suite 918, New York, N.Y. 10011 (212) 989-7346

EXECUTIVE OFFICERS
Betty Hoeber, Director
(b)(7)(C) Assistant Director
Equal Opportunity Director

SEP 14 12 41 PM '77
CIVIL RIGHTS DIVISION

September 12, 1977

DOCKETED
SEP 15 1977
CIVIL RIGHTS

file 8/26 7/30/82

Mr. H. L. Handley
U. S. Dept. of Justice
Civil Rights Div.-Housing Section
550 Eleventh Street N. W.
Washington, D. C.

Dear Mr. Handley:

On September 8, 1977 in mid-afternoon Black tester (b)(7)(C) (b)(7)(C) visited the premises of 164-20 Highland Avenue, Highlander Hall in Queens. On the Trump list prepared September 1st there were 11 Jr. 3 room apartments.

(b)(7)(C) located the superintendent (b)(7)(C) and inquired about the availabilities of Jr. 3 room apartments. (b)(7)(C) stated that (b)(had none available, only a very small studio. (b)(gave (b)(7)(C) phone number so that (b)(7 could call back in the future to check with (b)(7)(C)

On the Trump list prepared September 8th there were 10 Jr. 3 room apartments.

On the same day, september 8th (b)(7)(C) also visited Wilshire Hall, 182-30 Wexford Terrace, Queens. (b)(7) met the superintendent (b)(7)(C) who took (b)(7) to see the rental agent, (b)(7)(C) who advised (b)(7)(C) that this was (b)(7 first day of work at the building.

On the Trump list of September 1st there were 5 Jr. 3 rooms and three 3 1/2 room apartments. (b)(7)(C) asked for either a one bedroom apartment or Jr. (b)(7)(C) said (b)(7) had had a one bedroom apartment but it had been rented the day before. Further, (b)(had only one Jr. 3 room apartment on the 4th Floor. However, (b)(7 had to check its status with the superintendent as (b)(7 believed there was a deposit on it. (b)(7)(C) left the office and when (b)(returned (b)(7 said that there was a deposit on the apartment and (b)(7) didn't have any others. However, (b)(7 suggested I call back in the event another apartment became available.

175-52-28
DEPT. OF JUSTICE
SEP 14 1977
CIV. RIGHTS DIV.

On the Trump list of September 8th there were two 3 1/2 room apartments and five Jr. 3 room apartments.

Sincerely,

(b)(7)(C)

PS:

Open Housing Center of New York

Housing Assistance for Employees of New York Companies
150 Fifth Avenue, Suite 918, New York, N.Y. 10011 (212) 989-7346

EXECUTIVE OFFICERS
Betty Hoeber, Director
(b)(7)(C) Assistant Director
Equal Opportunity Director

REC'D
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September 9, 1977

DOCKETED
SEP 14 1977
CIVIL RIGHTS

Mr. H. Handley
U. S. Dept. of Justice
Civil Rights Div. Housing Section
550 Eleventh Street, N. W.
Washington, D. C. 20530

Dear Mr. Handley:

As per conversation with Brian Heffernan, we inform you of the following:

On August 24, 1977 Ms. Bertha Husband, a Black tester, went to Beach Haven, 2611 West 2nd Street, Brooklyn, to inquire about available studio apartments. On the Trump list dated August 18th there were 11 studios.

(b)(7)(C) saw (b)(7)(C) the rental agent, who was alone in the office. (b)(informed (b)(7)(C) that (b)(would have to fill out an application form before (b)(7 could see an apartment. (b)(7)(C) did this and then (b)(7)(C) said (b) had one studio available, 1G at 2775 Shore Parkway, on the ground floor. (b)(7)(C) said (b)(7 really didn't want a ground floor apartment but that (b)(7) would look at it. (b)(7)(C) mentioned that there had been a severe cockroach infestation in this apartment and that it had been exterminated. (b)(gave (b)(7) the key and directed (b)(7 to the building. When (b)(7)(C) got there, there was a second lock on the door and (b)(could not open it. (b)(7) returned to the office and gave the key back to (b)(7)(C) telling (b)(7) what had happened. (b)(said (b) didn't know about the lock and thought the apartment could be seen. (b)(7)(didn't offer any assistance and suggested that (b)(7)(C) could return at another time. (b)(7)(C) asked for the return of (b)(7 application form and (b)(7)(C) refused, saying that their practice was to keep them. (b)(7)(C) then left.

About five minutes later I went in to the office and saw (b)(7 (b)(7)(C) I did not identify myself and asked (b)(7) if there were any studio apartments available. (b)(7)(C) said (b) had a few but that I would have to fill out an application form first.

175-52-28
DEPARTMENT OF JUSTICE
SEP 13 77
R.A.D.
CIV. RIGHTS DIV.

I protested this saying that I didn't feel it was necessary to provide (b)(7) with income and personal information until I was ready to apply for an apartment. (b)(7)(C) said that it was Trump's procedure to require an application in order to see an apartment. I refused to do so and left.

The next day, August 25th I called (b)(7)(C) and asked if that was indeed policy. As I expected, (b)(said "absolutely not" and further, that (b)(would check into it and call me back.

A short while later (b)(7)(C) called and offered the following explanation: Some time ago Mr. Trump had been approached by and subsequently hired a "hot shot" real estate operator named (b)(7)(C) who had sold land shares in the Poconos. This (b)(7)(C) established an office at Beach Haven and instituted changes in policy, among them the above mentioned application procedure. (b)(was subsequently fired but the policy remained implemented by (b)(7)(C) who was also relatively new. (b)(7)(C) said (b)(had spoken sternly to (b)(7)(C) and told (b)(7 to stop this immediately. I did not discuss with (b)(7)(C) the contradiction of studio a vailabilities re (b)(7)(C) since (b)(7 was a tester and not a bona fide applicant.

On the Trump list of August 25th prepared the day after (b)(7) (b)(7)(C) and I were at Beach Haven, there were 11 studios available.

On the Trump list of August 18th there were 3 studios and 4 one bedroom apartments at 2650 Ocean Parkway, Ocean Terrace. On August 24th I went to Ocean Terrace. There was a sign outside indicating 2 and 3 room apartments available. I met the doorman inside the lobby, a (b)(7)(C) white (b)(7)(C) who identified (b)(7)(C) as (b)(

I asked if there were any studio or one bedroom apartments available and said I had been passing by and saw the sign. (b) went into a small locked room just inside the lobby to get keys. I stood behind (b)(7) and saw a list of apartment numbers taped up, and (b)(7) referred to this. (b)(7 had a conversation with the superintdendent over the intercom and then said (b)(wou ld show me a one bedroom apartment. (b)(7) took me to see apartment 8R, three rooms facing the rear of the building and it rented for $320.00. I asked if there were any apartments facing the front of the building and (b)(replied that there was a studio available. We returned to the lobby and (b)(7 spoke to the superintendent again on the intercom. Then the super came down to the lobby from (b)(7) apartment and (b)(took the key and escorted me up to apartment 8J, a studio with a terrace facing Ocean Parkway. It was across the hall from 8R. (b) said the rent was $265.00. After viewing it I thanked (b)(7) and left.

About three to five minutes later (b)(7)(C) who was parked around the corner, went to the building and entered the lobby. (b)(7) met the doorman, (b)(7) and said (b)(7 noticed the sign outside and was inquiring as to whether there were any studio or one bedroom apartments available. (b)(7)(said there was nothing available and that the sign was old and should have been taken down. (b)(7)(C) then left the building.

On the Trump list of August 25th there were 4 studios and two-one bedroom apartments listed, including 8J and 8R.

Very truly yours,

OPEN HOUSING CENTER

(b)(7)(C)

(b)(7)(C)

PS:



Open Housing Center of N.Y.
150 Fifth Ave., Suite 918
New York, N.Y. 10011

s

Mr. H. L. Handley
U. S. Dept. of Justice
Civil Rights Div.-Housing Section
550 Eleventh Street, N. W.
Washington, D. C. 20530

T. 9/8/77

DSD:WG:LH:BH:saf
DJ 175-52-28

SEP 8 1977

Roy Cohn, Esq.
Saxe, Bacon & Bolan, P.C.
39 East 68th Street
New York, New York 10021

Re: United States v. Trump Management, Inc., C.A. No. 73-C1529

Dear Mr. Cohn:

Enclosed please find an account of a fourth instance of possible discrimination against blacks by agents of Trump Management to which I referred in my letter of September 6, 1977. Would you please look into this incident and inform us, at your earliest convenience, of any action which you intend to take.

Thank you for your cooperation.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Harvey L. Handley
Attorney
Housing Section

cc: Records
Chrono
Handley
Heffernan
cc: (b)(7)(C)
File

On August 30, 1977, (b)(7)(C) a black (b)(7)(C) called the Shorehaven rental office and inquired about a two-bedroom apartment. The (b)(7)(rental agent with whom (b)(7) spoke responded that there were no two-bedroom apartments available at Shorehaven. When (b)(7)(C) reported this conversation to (b)(7)(C) of the Open Housing Center, (b) urged (b)(7)(C) to go to the Shorehaven rental office and then called (b)(7)(C) to inform (b)(7) of what had happened to (b)(7)(C). (b)(7)(C) was not in, but (b)(7)(C) explained the situation to a (b)(7)(C) (spelling not certain), and requested that the rental agent of Shorehaven be instructed to show (b)(7)(C) whatever apartments (b) wished to see.

When (b)(7)(C) arrived at Shorehaven, (b) identified (b)(7)(C) and asked to see two-bedroom apartments. The rental agent showed (b) only a model one-bedroom apartment and would not show (b)(7) an actual two-bedroom apartment, despite (b)(7)(C) requests that (b)(7) be shown such an apartment, contending the one-bedroom model was the same as a two-bedroom apartment, with one less bedroom. (b)(7)(C) then left.

T. 9/6/77

DSD:WG:BFH:saf
DJ 175-52-28

SEP 6 1977

Roy Cohn, Esq.
Saxe, Bacon & Bolan, P.C.
39 East 68th Street
New York, New York 10021

HH
9/6/77

Re: United States v. Trump Management, Inc.
Civil Action No. 73-C1529

Dear Mr. Cohn:

In accordance with section IX of the consent decree in this action, we are referring to you three instances of possible discrimination against blacks by agents of Trump Management. The first of these involves a bona fide black apartment seeker, while the other two were tests conducted by the Open Housing Center. Would you please look into these incidents and let us know, at your earliest convenience, what action you intend to take.

We understand that a fourth incident of possible discrimination has subsequently been reported to the Open Housing Center. When we have received the details of this incident, we will refer it to you.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Harvey L. Handley
Attorney
Housing Section

cc: Records
Chrono
Handley
File

ee: (b)(7)(C)

Incident No. 1

On July 9, 1977, (b)(7)(C) a black (b)(7) went to Shorehaven Apartments having been referred there by the Open Housing Center. At the rental office, (b) asked about the availability of two bedroom apartments and was told by the rental agent that none were available. (b)(7)(C) then left. On July 23, 1977, (b)(7)(C) returned to Shorehaven and dealt with a different rental agent. This agent also informed (b)(7)(C) that no two bedroom apartments were available at that time. (b)(7)(C) was permitted to file an application and was told (b)(would be called when an apartment became available. (b)(then left Shorehaven, and has never been called concerning an available apartment.

Incident No. 2

On August 24, 1977, (b)(7)(C) a black tester, went to the Beachhaven rental office and inquired about the availability of a studio or one bedroom apartment. (b)(7)(C) the rental agent with whom (b)(7 dealt, stated that (b)(had one apartment available, on the first floor. (b)(7)(C) obtained the key to this apartment (Apt. 1G, at 2775 Shore Parkway) and gave it to (b)(7)(C) to show (b)(7)(C) was unable to get into the apartment because of what appeared to be a double lock on the door. After returning to the rental office, and not being offered anything else, (b)(7)(C) left.

Five minutes later, (b)(7)(C) a white tester, entered the Beachhaven rental office and inquired of (b)(7) (b)(7)(C) whether any studio apartments were available. (b)(7) stated that (b) had several. However, (b)(7)(C) left before being shown any apartments because (b)(7) objected to filling out an application before being shown anything.

Incident No. 3

(b)(7)(C), a white tester, went to Ocean Terrace Apartments on August 24, 1977. (b)(7) inquired of (b)(7)(C), the doorman, about the availability of studio or one bedroom apartments. After the doorman checked with the superintendent, (b)(7)(C) was shown two apartments (8R and 8J).

Five minutes later, (b)(7)(C), a black tester, entered Ocean Terrace and asked the doorman if any studio or one bedroom apartments were available. (b)(7) was told no apartments were available and then left.

Open Housing Center of New York

Housing Assistance for Employees of New York Companies
150 Fifth Avenue, Suite 918, New York, N.Y. 10011 (212) 989-7346

EXECUTIVE OFFICERS
Betty Haeber, Director
(b)(7)(C) Assistant Director
qual Opportunity Director

August 31, 1977

Mr. Harvey L. Handley
Civil Rights Division
Housing Section
U. S. Dept. of Justice
550 Eleventh St.
Washington, D. C. 20530

9/30/82
175-52-21

Dear Mr. Handley:

We have a new incident of discrimination by the Trump Management Company to report to you.

On August 30, yesterday, (b)(7)(C) 431 Sterling Place, Brooklyn, called the Shorehaven renting office to inquire about a two-bedroom apartment. (b)(spoke to a (b)(7)(rental agent who did not identify (b)(7) self. (b)(7)(C) voice is identifiable as the voice of a Black (b)(7)(C) The agent told (b)(7 that (b)(had no two-bedroom apartments in Shorehaven, only a Junior-4(a size apartment which Shorehaven does not even have.)

When (b)(7)(C) reported this conversation to us today, August 31, we assured (b)(7) that there are many two-bedroom apartments available now at Shorehaven and that the current list we have received from the Trump Management Company shows 20 apartments of this size. We urged (b)(7) to go out to the Shorehaven rental office and ask to see one or more of these. (b)(7) went late this morning.

In order to make sure that (b)(7 would be shown these apartments I called (b)(7)(C) When I was informed that (b)(would be out for two days I asked if anyone could act in (b) behalf in re. to Shorehaven. At first the response was negative. When I said that I was trying to avoid a call to the Justice Department in Washington, another person came on the phone to assist me. I learned later that (b) is (b)(7) (b)(7)(C) (spelling not certain.)

I explained the situation and requested that the rental agent be called at once at Shorehaven and told that (b)(7) (b)(7)(C) was coming and instructed to show (b)(7 whatever apartments (b)(7 wished to see. Before (b)(7)(C) left I read to (b)(7) on the phone the addresses and apartment numbers on the Trump list as of August 26. Copy of this list is enclosed.

When (b)(7)(C) arrived at the Shorehaven rental office (b) identified (b)(7)(C) and asked to see two-bedroom apartments. (b)(7)(C) rental agent who had spoken to (b)(7) on the phone showed (b)(7) only a model one-bedroom apartment, although (b)(7) asked several times to be shown an actual two-bedroom apartment. (b)(answered by telling (b)(7) they were just the same, except for an additional bedroom.

(b)(7)(C) called us after (b)(7) returned from this trip, informing us what had happened. I telephoned (b)(7)(C) who offered complete apologies and invited (b)(7) to come back again so that (b)(7) would be shown the actual apartments (b) wanted to see. (b) said (b) would instruct (b)(7)(C) again to show them to (b).

Understandably, (b)(7)(C) says (b) is disgusted and does not believe that (b)(7 will be able to rent the apartment (b)(7 wants at this company and does not wish to return for another visit.

We do not think it is necessary to spell out what has happened again in the violation of the Consent Decree and to emphasize what happens to Blacks and other minorities who apply directly to the Trump offices, without the contact with our office.

Since the Trump Management Company obviously has no intention of stopping their discriminatory practices, decree or no decree, we feel the government must take immediate steps. Trump's efforts to "correct" the discrimination through (b)(7) (b)(7)(C) is simply not good enough.

Sincerely yours,

(b)(7)(C)

PS;dc

TRUMP MANAGEMENT, INC.

600 AVENUE Z
BROOKLYN, N.Y. 11223
743-4400

9-26-77

FOS
CDA
1/30/82
175-52-2F

(b)(7)(C) Director
Open Housing Center of the
National Urban League
1500 Broadway - 14th Floor
New York, New York 10036

Dear (b)(7)(C)

Enclosed herewith please find vacancy list for Trump Management, Inc., as of 8/26 1977.

Very truly yours,

(b)(7)(C)

IE:fh
ENCL.

VACANCIES WEEK ENDING AUG. 26, 1977
IMMEDIATE OCCUPANCY

BUILDING ADDRESS	APT.	COMPOSITION	RENT
8855 Bay Parkway	11L	3½	339.50
	9L	3½	339.50
	7C	4½	389.50
370 Ocean Pkway	1E	Jr. 3	284.89
1461 Shore Pkway	2J	3	239.62
590 Flatbush Ave.	8G	2½	258.00
	6H	4½	385.00
	17L	3½	315.00
2044 - 21st Drive	6C	4½	269.90
8861 - 20th Ave.	2A	4½	269.90
1491 Shore Parkway	2A	4½	269.90
8831 - 20th Ave.	2E	4½	269.90
2058 Cropsey Ave.	3A	4½	269.90
2040 - 21st Drive	6B	4½	264.80
	1B	4½	259.80
2049 - 20th Lane	2B	4½	269.90
8871 - 20th Ave.	4B	4½	269.90
8869 - 20th Ave.	6A	4½	269.90
2076 - 20th Lane	4G	4½	269.90
2036 Cropsey Ave.	4C	4½	269.90
8891 - 20th Ave.	4F	4½	269.90
2070 - 20th Lane	1A	4½	269.90
8841 - 20th Ave.	1G	4½	269.90
	4G	4½	269.90
1535 Shore Pkway	3A	4½	269.90
	2G	4½	269.90



Open Housing Center of New York

Housing Assistance for Employees of New York Companies
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EXECUTIVE OFFICERS
Betty Hoeber, Director
(b)(7)(C) Assistant Director
Equal Opportunity Director

AUG 11 3 05 PM '77
CIVIL RIGHTS DIVISION

DOCKETED
AUG 15 1977
CIVIL RIGHTS

7/30/52

August 8, 1977

Mr. Brian Heffernan
U. S. Dept. of Justice
Civil Rights Div.-Housing Section
550 Eleventh Street, N. W.
Washington, D. C. 20530

Dear Mr. Heffernan:

As per telephone conversation this day with Mr. Handley, we wish to report the following:

Our client (b)(7)(C) went to Shorehaven, 2064 Cropsey Avenue, Brooklyn and saw a (b)(7)(rental agent who did not give (b)(7) name. (b)(7)(C) inquired about the availability of two bedroom apartments and was told there were none available. The list we received from Trump showing vacancies as of July 15 showed 18 two bedroom apartments available in the complex. (b)(7)(C) visit was on July 9th. We did not have a Trump list for July 8th as this was during the brief hiatus when Trump stopped sending it. However, since the beginning of the decree there have always been a sizeable number of two bedroom apartments available at Shorehaven. And if there were 18 available a week later we know that most, if not all were available on the 9th.

(b)(7)(C) returned to Shorehaven on July 23rd, was told nothing was available and was permitted to file an application and was told (b)(would be called, a practice Trump organization does not follow. The Trump list dated July 21st shows 21 two bedroom apartments available, and the Trump list dated August 4th shows 22 two bedroom apartments available, and most are repetitions of the previous week's.

This obviously is a gross violation of the consent decree and a blatant act of discrimination. (b)(7)(C) will come in to my office this week to sign a statement attesting to the above experience and I will forward it as soon as it is accomplished.

175-52-28
DEPARTMENT OF JUSTICE
24 AUG 12 77
CIVIL RIGHTS DIV

We trust this, together with information sent to you on June 21st will enable you to act immediately to continue the decree. However, what role, if any, can Justice Dept. play in terms of termination of employment for those agents who break the law?

We have discussed this with you previously, particularly with reference to Shorehaven and Beach Haven personnel, but have never had a response from you on it.

(b)(7)(C) as you know, as Trump's liaison, tries to smooth incidents like these over and takes a rather philosophical approach to the behaviour of rental agents and superintendents. We, however, do not. It is about time some actions were imposed. If Trump cannot or will not, can Justice Dept. do so?

Sincerely,

OPEN HOUSING CENTER

(b)(7)(C)

PS:



Open Housing Center of N.Y.
150 Fifth Ave., Suite 918
New York, N.Y. 10011

Mr. Brian Heffernan
U. S. Dept. of Justice
Housing Section - Civil Rights Div.
550 Eleventh Street, N. W.
Washington, D. C. 20530

JUL 12 1977

T. 7-11-77

DSD:LH:mop
DJ 175-52-28

Ms. Betty Hoeber, Director
Open Housing Center of New York
130 Fifth Avenue
Suite 918
New York, New York 10011

Re: Trump Management Corporation

Dear Ms. Hoeber:

Enclosed as you requested are statistics, compiled from Trump's reports to us, showing the change in racial composition at Trump buildings.

As I told you over the telephone, we are reviewing these reports very carefully to decide whether to seek any kind of additional relief from the Court. I anticipate that we will ask the FBI to make an extensive investigation before a final determination is made. Any information you may have with any bearing on Trump's compliance will, of course, be received with great interest.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

cc: Records
Chrono
Handley
Brian
T.File
Hald

By:

Harvey L. Handley
Attorney
Housing Section

Trump Statistics

Building	No. Units	Blacks 7/1/75 (Beginning of Decree Period)	(% of occupancy)	Blacks 5/1/77 (latest statistics)	(% of occupancy)
Argyle Hall	138	6	(4.3%)	26	(18.8%)
Beach Haven	1260	36	(2.9)	58	(4.6)
Belcrest Hall	105	11	(10.5)	26	(24.8)
Briar Wyck	201	25	(12.4)	31	(15.4)
Chelsea Hall	125	3	(2. 4)	8	(6.4)
Clyde Hall	52	4	(7.7)	9	(17.3)
Cornet Hall	142	9	(6.3)	13	(9.2)
Edgeston Hall	159	9	(5.7)	12	(7.5)
Falcon Apts.	121	0		0	
Fiesta Apts.	121	0		0	
Fontainebleaw	164	0		1	(.6)
Green Park Essex	168	8	(4.8)	13	(7.7)
Green Park Sussex	96	7	(7.3)	17	(17.7)
Haymes Hill Apts.	416	16	(3.8)	35	(8.4)
Highlander Hall	168	18	(10.7)	27	(16.1)
Kendall Hall	154	17	(11)	23	(14.9)
Lawrence Gardens	214	10	(4.7)	18	(8.4)
Lawrence Towers	179	2	(1.1)	2	(1.1)
Lincoln Shore Apts.	178	3	(1.7)	8	(4.5)
Nautilus	144	0		1	(.7)
Ocean Terrace	191	3	(1.6)		(2.6)
Oldx Briar	163	2	(1.2)	2	(1.2)
Park Towers	132	1	(.8)	2	(1.5)
Patio Gardens	504	234	(46.4)	295	(58.5)
Saxony Hall	86	3	(3.5)	3	(3.5)
Sea Isle Apts.	234	4	(1.7)	8	(3.4)
Shore Haven	1944	40	(3)	75	(5.6)
Southampton	263	0		1	(.4)
Sunnyside Towers	159	5	(3.1)	6	(3.8)
Wessex Hall	190	20	(10.5)	44	(23.2)

Building	No. Units	Blacks 7/1/75 (Beginning of Decree Period)	(% of occupancy)	Blacks 5/1/77 (latest statistics)	(% of occupan
Trump Village Apartments	480	13 (2.7)		13 (2.7)	
Tysim Park Apartments	1004	111 (11.1)		127 (12.7)	
Wedgewood Hall	90	3 (3.3)		6 (6.6)	
Westminster Hall	138	7 (5.1)		35 (25.4)	
Wexford Hall	218	6 (2.8)		9 (4.1)	
Winston Hall	77	2 (2.8)		4 (5.6)	
Total	9694	641 (6.6%)		968 (10%)	

37 Trump Buildings - 7/1/75 - 25 - 0 - 5% black
5 - 5.1 - 10%
6 - 10.1 - 15%
1 - over 15%

5/1/77: 17 - 0 - 5% black
9 - 5.1 - 10%
2 - 10.1 - 15%
9 - over 15%

T. 7-8-77

JUL 8 1977

DSD:RFR:mop
DJ 175-52-28

7/8/77

Roy M. Cohn, Esquire
Saxe, Bacon & Bolan, P.C.
39 East 68th Street
New York, New York 10021

Re: United States v. Fred C. Trump, et al.,
Civil Action No. 73-C-1529

Dear Mr. Cohn:

This letter is in reference to the Consent Order entered in the above-captioned case on June 10, 1975, pursuant to which your client has been reporting to this Department every four months.

Under the terms of the Order, paragraph VI to be specific, the first report of your client was to be compiled three (3) months after the entry of the Order (September 10, 1975), and further reports were to be filed "thereafter three (3) times per year for two years" (emphasis added). Accordingly, the last report of your client is due on or around September 10, 1977, after which time your client's reporting obligations under this Decree are terminated.

cc: Records
Chrono
Brian
T.File
Hold
cc: (b)(7)(C)
Trump Management, Inc.

Thank you for your cooperation.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Brian F. Hafferman
Legal Intern
Housing Section

Open Housing Center of New York

Housing Assistance for Employees of New York Companies
150 Fifth Avenue, Suite 918, New York, N.Y. 10011 (212) 989-7346

EXECUTIVE OFFICERS
Betty Hoeber, Director
(b)(7)(C) Assistant Director
qual Opportunity Director

175-52-25

7/30/82

June 21, 1977

Mr. Harvey Handley
U. S. Dept. of Justice
Housing Section - Civil Rights Division
550 Eleventh Street, N. W.
Washington, D. C. 20530

Dear Mr. Handley:

As per telephone conversation regarding the Trump consent decree, we herewith enclose copies of all written correspondence to date with your office describing discriminatory treatment received by applicants which were reported to our office. Also enclosed is a chronology of additional incidents which have not been reported to your office. Obviously, these continual practices by authorized rental agents and superintendents of the Trump organization are merely the "tip of the iceberg", since many potential renters go to the various Trump buildings and have no idea where to report the treatment they receive. Although we distribute the listing information widely, the time and costs involved in implementing this decree makes monitoring a monumental task. Therefore, we consider the feedback we do get as indicative of what is very likely to be occurring on a much larger scale than we know.

We urge that you carefully examine the correspondence to see the pattern that emerges and the extent to which the consent decree has been violated. In addition, and we have called this to the attention of the Housing Section previously, there have been several personnel changes at the various developments and individual buildings but no attempt has been made by Trump to implement the Affirmative Employment Program as specified on Page 10 and 11 of the decree. It would also seem, from the pattern of treatment dispensed that violation of the decree by employees, as outlined paragraph 2 on Page 6.

Today, June 21st I spoke to (b)(7)(C) to inquire as to why we had not received a list for June 16th. I was informed that Donald Trump had received a communication from Roy Cohen, their attorney to discontinue the lists and further that they were released from all the agreements and procedures in the consent decree.

We urge that Justice Dept. not allow the dissolution of the decree but require its continuance until the Trump organization exhibits a total open housing policy. They are, in our estimation based on our information, very far from this point.

Sincerely,

OPEN HOUSING CENTER

(b)(7)(C)

PS:
encl.

REPORT FROM THE OPEN HOUSING CENTER

ON TRUMP MANAGEMENT CO.

June 1977

The following are incidents of discriminatory treatment by Trump Management personnel not previously reported to the Justice Dept.

1. September 1975 (b)(7)(C)

(b)(7)(C) went to Wilshire Hall, 182-30 Wexford Terrace, Jamaica Estates, Queens and saw the doorman. (b)(7 asked about available 2 bedroom apartments. The doorman showed (b)(7) 7FF and then referred (b)(7) to the superintendent (b)(7)(C) inquired about the apartment and (b)(7) said that (b) only had one 2-bedroom apartment, 7G, and (b)(believed that there was a deposit on it. (b)(then made a telephone call, implying that it was the office, and said "You have a hold on 7G?" (b)(then informed (b)(7)(C) that there was a deposit on the apartment. (b)(7 further said that (b)(would call if the applicant did not pursue the apartment. (b)(7)(C) left (b)(7 name and number. This took place on a Saturday.

The following Monday (b)(7)(C) returned to the building and saw (b)(7)(C) asked about the apartment and was told that the applicant had returned with a month's rent and security. (b)(described the person as a business man who was out of town, and said that if he didn't take the apartment (b)(would call (b)(7)((b)(7)(C) asked if anything else was available and (b)(7)(said no.

At the end of that week (b)(7)(C) called on the phone without identifying (b)(7)(C) and asked if there were any 2 bedroom apartments available. (b)(7)(was told there was, and (b)(7 said (b)(7) would come to the building the next day. Later that same day (b)(7) called (b)(7)(and this time identified (b)(7)(C) said (b)(hadn't heard from the business man, the apartment was rented and (b)(had nothing else available.

On September 10th I called (b)(7)(C) of Trump Management and related to (b)(7) the above. (b) said (b) would call (b)(7)(C) and then call me back. (b)(7 did call back to say that apartment 7G was available and (b)(7)(C) should return to the building and file an application if (b)(wanted 7G.

On September 11th (b)(7)(C) did go back and filed an application for 7G. While there (b)(7) asked (b)(7)(about 7FF and (b)(said that it was rented. (b)(7)(C) would have preferred 7FF. That same day I checked again with (b)(7)(C) about 7FF and (b) looked it up in his rental records. (b)(7) said that it was rented but it had been available at the time (b)(7)(C) first went to the building.

I believe that after (b)(7)(C) filed (b) application complications developed and I do not know if (b)(7 ever took the apartment, but that does not mitigate the above circumstances.

2. (b)(7)(C)

(b)(7)(C) went to Shorehaven in Brooklyn on January 24, 1976 and were interviewed by (b)(7)(C) who no longer is employed by Trump.

(b)(7)(C) told them that both incomes could not be considered in applying for the apartment and since (b)(7)(C) income did not meet the criteria alone they were not eligible for the apartment. I called (b)(7)(C), and (b)(said (b) would call the family immediately and suggest that they go out again after (b)(7 called (b)(7)(C) to reprimand (b)(7)(C

They did go back, their application was accepted and they moved in.

3. April 1976
(b)(7)(C)

employer: (b)(7)(C)

In mid-April 1976 (b)(7)(C) visited the office of Kraham Realty, who, during that period, was showing and taking applications for Trump buildings in Jamaica Estates, Queens. Clients referred by the Open Housing Center were not to be charged a fee for said Trump apartments if they identified us as the source of referral.

(b)(7)(C) went with a Kraham salesperson on two occasions to look at Trump apartments, stating very clearly that (b)(was a client of our office. On the second occasion (b)(7)(C) drove the salesperson in (b)(own car to look at the same apartments (b)(had seen the first visit. When (b)(7 decided on an apartment in the Belcrest Hall (b)(7)(C) of Kraham advised (b)(7) that (b)(would have to pay a fee. (b)(7)(C) was very upset, left Kraham and called us. This was on May 3rd. We immediately called (b)(7)(C) to intercede. At the same time we called (b)(7)(C), whose rationale was that 2 salespeople drove (b)(7)(C) around as (b)(did not know the area and that (b)(was given a lot of service and was therefore entitled to a fee. After much conversation (b) said (b) would reduce it to half a month's fee.

On May 4th (b)(7)(C) called back to say that (b)(7) had spoken to (b)(7)(C) who had called Kraham and told them to rent the apartment to (b)(7)(C) sans fee. We called (b)(7)(C) and informed (b)(7)(of this.

We advised that (b)(should return to Kraham and complete (b)(7) application for the apartment of (b)(7 choice. However, on May 5th when our office called (b)(7)(C) said (b)(had taken an apartment in Fort Lee, New Jersey. Our strong feeling is that (b)(7 took this apartment because of the rude and deceitful treatment (b) received from Kraham, who was acting as agent for Trump.

4. (b)(7)(C)

employer: (b)(7)(C)

On December 3, 1976, with information from our office on Trump availabilities went to Winston Hall to view an apartment that was listed as available. The superintendent, who was in the lobby, wouldn't allow (b)(7)(C) to enter the building and blocked (b)(7 way. When (b)(7)(C) said (b)(had come to see an apartment, the super very abruptly said that the apartment was taken. Our office received this information on December 6th and we called (b)(7)(C) checked and found that an application had been taken by the super on December 2nd and offered to send us a copy of said application (which (b)(subsequently did). We reported this to (b)(7)(C) and suggested (b)(look at other available apartments, including Coronet Hall. (b)(said (b) would do this and subsequently saw, applied for and leased at this building. However, (b)(and we were very disturbed by the super's manner and actions toward (b)(7)(C)

5. (b)(7)(C)

employer: (b)(7)(C)

On April 16, 1977 (b)(7)(C) went to Grymes Hill, a Trump development in Staten Island. (b)(7 asked for and was shown a two bedroom apartment and went to the office to file an application for same as (b)(wished to rent it. (b)(7) was interviewed by a (b)(7)(C) in the renting office. (b)(7)(C) took the application home, filled it out and returned to the renting office with it on April 18th. (b)(was told to call back on Tuesday April 19th to learn of the status of application. On the 19th (b)(7)(C) called and was told by (b)(7)(C) that they were still working on it, because (b)(lives in Parkhill, a development in Staten Island (with a predominant Black tenancy) and there have been a lot of dispossesses issued there for non-payment of rent. (b)(7)(C) said they would have to check (b)(7) application through their main office. (b)(7)(C) was to call back on April 22nd to find out if (b) would be approved.

(b)(7)(C) called us to relate the above and we called (b)(7)(C) who was not in. We left a message and were unable to reach (b)(7 until April 25th. We explained the above. (b)(7)(C) apologized for (b)(7)(C) and said (b)(7) had absolutely no right to make judgmental decisions of any kind, as this is done by management. (b)(7) job is to see that apartments are shown and applications taken.

Further, (b)(agreed that it certainly was no fault of (b)(7)(C) as to the tenants' practices at Parkhill. (b)(7) credit history and rent payment history are the only factors to be considered. (b)(7)(C) said that (b)(7)(C) had been reprimanded and that (b)(7) had been instructed to apologize to (b)(7)(C) said that (b)(7)(C) application would be checked out by another office. (b)(7)(C) subsequently returned to the Grymes Hill office on April 26th and signed a lease.

6. (b)(7)(C)

employer: (b)(7)(C)

On June 11th or 12th (b)(7)(C) went to Beach Have in Brooklyn and inquired about a two bedroom apartment. After determining that (b)(was married a (b)(7)(C) agent named (b)(7)(C told (b)(7)(C) that (b)(couldn't see any apartments without (b)(7) (b)(7)(C After briefly arguing that since (b)(was already there (b)(7) would like to be shown an apartment, (b)(7) relented and (b)(7 saw a "H" line apartment. (b)(7)(C) said the rent was $280.00 although (b)(7)(C) had seen the Trump list and the "H" line rents for $270.00. (b)(7)(said $280.00 was the rent and (b)(7) information was incorrect. (b)(7)(C) called our office and I advised (b)(7)(that I would call management and straighten this out and (b) could then return. However, (b)(was really very angry at the treatment (b) received and said (b) would let me know.

7. (b)(7)(C)

On June 21, 1977 (b)(7)(C) called the Beach Haven office and spoke to a (b)(7)(renting agent. One can surmise from (b)(7)(C) voice that (b)(is a (b)(7)(C of color. (b)(7)(C) inquired about two bedroom apartments and was told that the only apartments available at Beach Haven right now are studios. The last list we received showed six 2-bedrooms, nine 1-bedrooms and many studios, so the above statment is untrue. I called (b)(7)(C) today, June 21st and (b) agreed that this was false information given to (b)(7)(C)

(b)(7)(C) said that if (b)(7)(C) or (b)(7)(C) wished to call (b)(7)(C) would set up appointments at Beach Haven to see apartments in the development.

Open Housing Center

New York Urban League

1500 Broadway, New York, N.Y. 10036 (212) 730-5238

(b)(7)(C) Director



July 8, 1976

U. S. Dept. of Justice
Civil Rights Division
Housing Section
550 Eleventh Street, N. W.
Washington, D. C. 20530

Attention: Ms. Donna Goldstein

The following is Trump incident that occured on July 7, 1976, and earlier as elicited from our client (b)(7)(C)
(b)(7)(C)

About two weeks ago (b)(7)(C) went to Kraham Realty and was interested in a 3½ room apartment at Highlander Hall, 164-20 Highland Avenue. Apartment 3C was on the list prepared by Trump dated June 24th. A salesman named (b)(from Kraham took (b)(7)(C) to the building and the superintendent (b)(7)(C) told them that the occupant was still in the apartment and couldn't be disturbed. Further, (b)(7 wasn't sure if (b) was actually moving out, so the apartment couldn't be shown. (b)(7) did not respond in any way to this information and left the building with (b)(7)(C)

On July 7th (b)(7)(C) returned to Kraham and was told by (b)(7)(that Kraham no longer had any business relationship with Trump and that (b)(7)(C) should go directly to any buildings (b)(7) was interested in. (b)(7)(C) had a current July 1st list and went to the Highlander, since apartment 4F was listed on it. (b)(7)(C) saw (b)(7)(C) who said there were no apartments available. (b)(7)(C) informed (b)(7)(C) that (b)(7) had the current listings and was interested in the 3½ room apartment, 4F. (b)(7)(C) replied that the 3½ was rented 2½ weeks ago; that a man had come to see the 4½ and was coming back (although (b)(7 admitted that no application or deposit had been left); and there was only one studio which had been rented that very morning by Kraham.

(b)(7)(C) then called our office and informed us of what had happened.

I called (b)(7)(C) who said (b) knew nothing of Krahams discontinuance and would check on the apartments available at Highlander Hall and call me back.

A short while later (b)(7)(C) did return my call and informed me that Kraham had called the Trump office on Tuesday July 6th to indicate their dissatisfaction with the arrangement and would no longer be showing Trump apartments in Jamaica Estates. However, at the same time (b)(7)(C) went on to say that Kraham had indeed rented or taken applications on two apartments at the Highlander that morning, July 7th. Very confusing, to say the least!

In addition, an application had been taken on apartment 4F and was dated June 30th, which was not 2½ weeks ago. The reason it went on the list, (b)(7)(C) explained, is that it had not yet been approved or checked out. However, (b)(7)(added, there were still 3 apartments available at the Highlander on July 7th; 6N and 3P, both studios, and 3M the 4½ room apartment. (b)(7)(C) requested that (b)(7)(C) return to the building and (b)(would see to it that (b)(7)(C) showed (b)(any or all of these apartments.

(b)(7)(C)

This morning, July 8th (b)(7)(C) called to tell me that the Kraham arrangement was indeed over and we should so notify our clients. (b)(7)(office, in turn, would notify all the superintendents that they were no longer to send applicants to Kraham but to show apartments themselves. In addition, (b)(7)(C) contacted (b)(7 this morning to say that (b)(7 had gone to Belcrest Hall, 162-15 Highland Avenue, seen a studio (b)(7) liked and filed an application with deposit, which (b)(7) (b)(7)(C) assured me would be processed quickly.

I suggested to (b)(7)(C) that some steps be taken to deal with superintendents who do not obey the consent decree, since Trump is responsible for the actions of these agents. Our office is really quite annoyed about these incidents, since it puts an unfair burden on clients, forcing them to call us, return to buildings, confront unpleasant or deceitful supers, and be subjected to treatment they should not be receiving, given the terms of the consent decree.

We have requested previously that Justice Dept. take some firm action in this respect and we again make this request. It is time these practices were stopped. The situations are not ameliorated simply because Trump office responds with corrective action and apologies when so informed, and it is time your office understands this.

(b)(7)(C)

OPEN HOUSING CENTER

PS:

April 30, 1976

Ms. Donna Goldstein
U. S. Dept. of Justice
Housing Section-Civil Rights Div.
550 Eleventh Street, N. W.
Washington, D. C.

Dear Donna:

Not too long ago (b)(7)(C) of Trump Management advised our office that (b)(7)(C) and (b)(7)(were both no longer employed at the Shorehaven Rental office; the former retiring due to ill health and the latter fired. I informed your office of this, hoping the Equal Employment section of the consent degree might be brought into play and a person of color hired at this office!

However, the above two were replaced by (b)(7)(C) and (b)(7)(C) On 4-26-76 (b)(7)(C) called our office stating that (b)(7 and (b)(7)(C) both Black, went to the Shorehaven office on April 24th and saw (b)(7)(C) They inquired about a two bedroom apartment and (b)(7)(C) showed them apt. 1E at 8831 20th Avenue, which was in disrepair, although they were advised it would be in shape in time for rental. (b)(7)(C) asked if there were any other similar sized apartments available, and (b)(7)(C) said there was one other, but it was smaller than the one they had just seen. In addition (b)(7)(C) said that (b)(7)(C) was extremely rude, acting in a manner to discourage their applying. (b)(7 interrupted (b)(7) discussion with the (b)(7)(C) several times to talk to prospective applicants, although (b)(7)(C) says (b)(did not do this when they came to the office.

On Monday 4-26-76 (b)(7)(C) who works for the (b)(7)(C) (b)(7)(C) which receives the Trump lists in the mail, saw a copy of the list sent from this office on 4-19, and there were nine 4½ room apartments on it.

(b)(7) immediately called the Shorehaven office and spoke to a (b)(7)(C) indicating that (b)(7) had just seen a Trump list and what (b)(7 had been told by (b)(7)(C) 2 days earlier was untrue. The (b)(7)(C) later identified by (b)(7)(C) as (b)(7)(C) became very indignant, said (b)(7 didn't know what list (b)(was referring to, and that there were only two apartments available in that size.

We had not yet received in the mail the day's list, which would have been prepared by the Trump office on the day before (b)(visit and so I suggested to (b)(7)(C) that we wait before calling (b)(7)(C) until the list came in. It arrived on Tuesday, 4-27-76 and it contained 7 apartments in that 4½ room size.

I immediately called (b)(7)(C) and informed (b)(7 of what had happened. (b)(apoligized profusely, acknowledging without even seeing the list that there were more than 2 4½ room apartments available. (b)(7 made no effort to explain the behaviour of (b)(7)(C) and (b)(7)(C) and further explained that (b)(7 had been told that (b)(7)(C) had solicited money under the table from a white applicant. I asked (b)(7)(C) what (b)(7 planned to do about the above, other than calling (b)(7)(C) to apologize and invite (b)(7 to come out again and be shown several apartments. While (b)(7 response was not definitive, it implied that (b)(would reinstruct both as to the decree and proper business practice. (b)(7) then took (b)(7)(C) office telephone number to call (b)(7)

(b)(7)(C) called manager Got apt

I feel that the entire procedure is extremely unsatisfactory. It seems to me that any employee that violates the decree after having been instructed accordingly ought to be fired. (b)(7)(C) and several others have had to go back a second time in order to receive proper and equal treatment, which imposes a burden of time and money which is discriminatory; not to mention the indignity and humiliation of the treatment received.

We ask that some immediate action be taken regarding the rental staff at Shorehaven.

Sincerely,

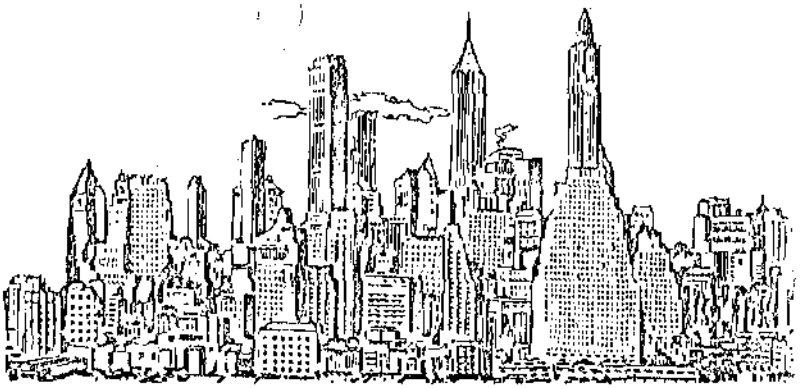
(b)(7)(C)

(b)(7)(C) called 5/3 Got apt 56 at Shorehaven

PS : (b)(7)(C)

Open Housing Center

New York Urban League



150 Fifth Avenue, Suite 303, New York, N.Y. 10011 (212) 691-7700
Mrs. Betty Hoeber, Director

September 2, 1975

Ms. Donna Goldstein
U. .S. Dept. of Justice
Civil Rights Division - Housing Section
Washington, D. C.

Dear Donna,

As per telephone conversation of this afternoon, enclosed find copy of letter and enclosures mailed to you on August 4th.

In addition there was no "Equal Housing Opportunity" ad in Sunday's Times for August. Will check out the minority press tomorrow, if copies of these papers can be obtained.

(b)(7)(C)

Officers of the New York Urban League

President Charles E. F. Millard
Chairman William H. Toles
Secretary Mrs. Theodore W. Kheel
Executive Director Livingston L. Wingate

Open Housing Center

New York Urban League

150 Fifth Avenue, Suite 303, New York, N.Y. 10011 (212) 691-7700
Mrs. Betty Hoeber, Director



August 4, 1975

Ms. Donna Goldstein
U. S. Dept of Justice
Civil Rights Div.- Housing Section
550 11th Street
Washington, D. C. 20530

Dear Donna:

The following is a chronology of events relating to the Trump listings and adherence to the consent decree:

7-9-75 (b)(7)(C) went to Coronet Hall, 172-70 Highland Ave., Queens and after asking to see a studio, was shown 8G and told by the super that it rented for $185.00. (b)(7)(C) advised the super that the Trump Management list showed the apartment to be $175.00. The super said that the list was incorrect but that if it showed that price (b) would rent at the lower rent. (b)(7)(C) filed an application and left a deposit. The events that unfortunately occured subsequently re (b)(7)(C) application, which showed that (b)(did not earn what (b)(entered on (b)(application, a bounced check, and finally Trump calling (b)(7)(C) who agreed to guarantee the rent, do not alter the original misquote of rent. (I informed (b)(7)(C) who tried to say that (b)(extended (b)(7)(C) so that we wouldn't think they were discriminating, that neither Justice Dept. nor Open Housing Center expected (b)(to take unqualified applicants.)

7-19-75 (b)(7)(C) went to Clyde Hall, 87-05 166th Street, Queens after being told by our office of a 4½ room apartment on the list, renting for $275. (b)(7)(C) was told by the super in a very rude manner that there were no two bedroom apartments in the building, and if (b)(liked (b)(7 could ring all the bells and see for (b)(7)(C) I called (b)(7)(C) on 7-21 and (b)(in formed me that there was one apartment of that size in the building, and that on th day in question it was already rented. However, the super d d not say this; (b) said there were no apartments that size

7-23-75 (b)(7)(C) went to Shorehaven office and was taken care of by a (b)(7)(named (b)(7)((b)(7) was shown one apartment willingly and after much insistence a second apartment, (b)(7) angrily stated that a lot of

Officers of the N[illegible] Urban League

President Charles E. F. Millard | *Chairman* William H. Toles | *Secretary* Mrs. Theodore W. Kheel | *Executive Director* Livingston L. Wingate

people were coming and looking at apartments and not taking them and that the Open Housing Center doesn't pay them to show apartments to all these people. (b)(7)(after determining that (b)(7)(C) worked and had two small children, advised (b)(7)(C) that it would be very difficult for (b)(to get a baby sitter in that neighborhood. Such information was not solicited by (b)(7)(C) reacted in an angry manner when (b)(learned that (b)(7)(C) had a set of listings, and said that (b)(had no right to them. Since a complete set is supposed to be available at Shorehaven and Beach haven, I don't know why this should bother them. In fact, it saves them the trouble of being asked to show it, since only one person in each office has the list and (b)(7)(C) gave me their names.

7-25-75 (b)(7)(C) went to Shorehaven and saw (b)(7)(C) asked about priority apartment 1E and was told it was rented. Further, that all 3½ room apartments were $210.00. Second, although by 7-25 the priority on 1E no longer held, it could not have been rented because it was on the list we received on Monday 7-28-75, which I understand is prepared on the previous, which would have been 7-25. (b)(7)(C) informed this office that we had no right to circulate the list since the paragraph relating to our referring this information to others was crossed out on page 7 of the decree. We informed (b) that crossing it out didn't deny us this right.

Have you been able to straighten out the point re the renting of an apartment to a family of th same size as the one leaving the premises, on P. 13 of the decree? (b)(7)(C) previously mentioned herein, was told by (b)(7) that several of the apartments on the list c uldn't be shown because they had been occupied by smaller families.

Enclosed find copies of ads in El Diario and Amsterdam News. The former complies with P 9 of th decree but the latter does not seem to have 15 lines. There is also great disparity in the print size and spacing. Is the layout of ad done by the paper or by Trump?

Although it doesn't violate P. 8A of the decree, it is interesting to note that the first ad in the Times to use "Equal Hous ing Opportunity" at its base included Patio Gardens, which is predominantly Black. Also note the vast difference in size of "prominent capital letters" on each, as well as between the two addresses.

Hope to hear from you soon on the above.

Sincerely yours,

(b)(7)(C)

PS:dc
encl.



Open Housing Center of New York

Housing Assistance for Employees of New York Companies
150 Fifth Avenue, Suite 918, New York, NY 10011 (212) 989-7346

RECEIVED
JUN 13 10 57 AM '77
CIVIL RIGHTS
DIVISION

EXECUTIVE OFFICERS
Betty Hoeber, Director
(b)(7)(C) Assistant Director
qual Opportunity Director

June 9, 1977

DOCKETED
JUN 14 1977
CIVIL RIGHTS

Mr. Brian Hefferman
Housing Section
Civil Rights Division
Dept. of Justice
550 Eleventh St.
Washington, DC 20530

Dear Mr. Hefferman:

Following our telephone conversation in regard to the Trump Management Consent Decree, I am enclosing a sample of the mailing we send out regularly on the Trump vacancies. These go to over 100 organizations, housing and civil rights groups, government offices, community groups, employee advisory services, etc. for distribution and circulation to minority apartment seekers.

We have maintained these mailings since July 1975, followed up frequently with the groups, and continued to add new names to our lists. In addition, of course, we have distributed the information to individuals registered with us for housing assistance.

As problems arose in using the information we have often contacted (b)(7)(C) our liason at the Trump Management Co. Although (b)(has been very cooperative and acted to resolve problems promptly, very often the damage had already been done. For instance, the supers at the buildings had so turned people off or misled them or been so unwilling to serve them that the applicants preferred to seek other housing. In the rental offices of Beach Haven and Shorehaven, we had similar problems.

Some of these situations have been spelled out in our letters to (b)(7)(C) which we thought had been turned over to (b)(7)(C) However, we are making copies, with additional information which we want to submit to the Justice Department to be considered in connection

175-52-28
DEPARTMENT OF JUSTICE
24 JUN 13 77
R.A.O.
CIV. RIGHTS DIV.

with the Consent Decree.

We feel that the terms of the Consent Decree have not been met by Trump Management because of the attitudes and actions of superintendents at the buildings and the employees in the rental offices. During the two-year period, no minority person was ever employed in these offices, although vacancies occurred. To our knowledge, all the superintendents have remained the same and we know of no effort made by the Trump Management Co. to change their attitudes toward minority applicants or to educate them on the law and their responsibilities in carrying out the terms of the decree.

We will be forwarding the additional information within a few days and look forward, then to talking with you and (b)(7)(C)

Sincerely yours,

Betty Hoeber
Director

BH:dmc
Enclosures

Open Housing Center 150 Fifth Ave New York, N.Y. 10011 (212) 989-7346

SPOTLIGHT



GOOD APARTMENTS TO RENT NOW!

All the apartments on the enclosed list can be seen and rented now. The Trump Management Company has supplied this list of its currently available apartments as a result of the discrimination suit brought by the U.S. Department of Justice against this large landlord. The Open Housing Center was responsible for initiating the case.

The settlement provides that lists of all vacancies in all Trump buildings will be supplied to our office every week for two years so that minority applicants may be referred to them.

All buildings are in Brooklyn, Queens and Staten Island. They are well-maintained and in convenient, residential neighborhoods; many are in one-fare zones. There is no fee.

We urge you to take advantage of these opportunities, and also to circulate this information to friends and colleagues. Income requirements, procedures transportation information and descriptive Spotlights of two Trump developments "Shorehaven" and "Beach Haven" are available from our office.

Priority Apartments

The "Special Priority" apartments at the end of the listings are being held off the market by the Trump co. for three days and offered only through the Open Housing Center. If you want to see and apply for one of these apartments and can go at once, call us so that we can provide you with the necessary identification.

Please let us know if you rent any of these apartments--or have any problem at any Trump building. The Justice Department requires strict compliance with the terms of the agreement, so we need to hear from you if you do experience any difficulty.

DAY CARE BOOKS

We have prepared two booklets "Child Care Facilities in Brooklyn" and "Child Care Facilities in Queens" to help working parents locate good day care convenient to the Trump buildings. Call us for information on getting these helpful books.

IMPORTANT NOTICE

TO ALL RECEIVING THE TRUMP LISTINGS:

Please be sure to read carefully the Rental Standards and Procedures for Trump buildings sent to you in our first mailing. If you need more copies of these sheets please call us. The requirements are very specific and it is important to meet them in order to rent apartments.

W-2 Forms must be submitted when applying.

Basic Requirements

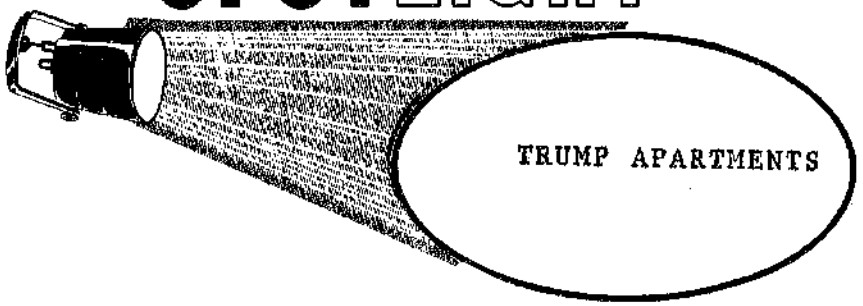
For family of three or less (If there is outstanding loan in excess of $50 month, with more than 4 months to run)	-----	1 week's gross income must equal 1 month's rent.
	-----	1 week's net income must equal 1 month's rent.
For family of four or more	-----	1 week's net income must equal 1 month's rent.

Income of the wife and all family members is counted. Please follow these guidelines in using the Trump listings. Call us if you have any questions.

OPEN HOUSING CENTER - 989-7346

Open Housing Center 150 Fifth Ave., New York, N.Y. 10011 (212) 989-7346

SPOTLIGHT



APARTMENTS VACANT AS OF APRIL 7, 1977
IMMEDIATE OR APRIL 29th, OCCUPANCY

BROOKLYN

SHOREHAVEN - To apply for SHOREHAVEN APARTMENTS go to Rental Office 2064 Cropsey Ave. Transportation - BMT/B Train to 20th Ave. Rental Agents - Terry Kirsch or Sonny Segalkin - Es 3-9183. Hour: 10AM 6PM, 7 days a week; later by appointment. If going late in the day to see apartments we advise you call first, informing the rental agents that you are coming.

ROOM SIZE	# OF APTS. AVAIL.	PRICES	AREA
Studios	9	$175	Bay Ridge/Bensonhurst
3-1/2	34	$215-231	"
4	1	$339	"
4-1/2	16	$259-$269	"

BEACH HAVEN - To apply for BEACH HAVEN APTS. go to Rental Office 2611 West 2nd St. Open 7 days. 10AM - 6PM. Later by appointment. Renting agent Mr. Bruce Miller - 891-1003. Transportation F Train to Van Sicklen St. If going late in the day to see apts. we advise you call first, informing rental agents that you are coming.

ROOM SIZE	# OF APTS. AVAIL.	PRICES	AREA
Studios	12	$175	Gravesend
3-1/2	3	$235-$240	"
4-1/2	11	$269-$280	"

SOUTHAMPTON - To apply for SOUTHAMPTON APTS. go to Renting Office 1429 Shore Parkway.

See apts. listing on page 2

ROOM SIZE	# OF APTS. AVAIL.	PRICES	AREA
2	2	$236	Bay Ridge/Bensonhurst
3-1/2	1	$299	
4	1	$339	"

TO APPLY TO FOLLOWING APTS. SEE SUPT. AT BUILDINGS(WEEKENDS AND MOST WEEKDAYS)

BUILDING ADDRESS	ROOM SIZE	# OF APTS. AVAIL.	PRICES	AREA
Argyle Hall 400 Argyle Rd.	Studio	1	$230	Flatbush
	3	2	$275-$285	"
	4-1/2	2	$385	"
	6-1/2	1	$455	"
Lincoln Shore Apts. 2727 Ocean Parkway	Studio	1	$200	Bensonhurst
	3	1	$260	"
	3-1/2	1	$290	
	4-1/2	1	$390	"
Nautilus Hall 1230 Avenue Y	3-1/2	1	$300	Sheepshead Bay
Ocean Terrace 2650 Ocean Parkway	Studios	2	$255-$260	Brighton
	4-1/2	1	$400	"
	Prof. 5-1/2	1		"
Wedgewood Hall 2580 Ocean Parkway	3-1/2	1	$310	"
	4	1	$330	"
Westminster Hall 405 Westminster Rd.	Studios	3	$225	"
	4-1/2	2	$385	"
Sea Isle 3901,15,23 Nostrand	3-1/2	3	$285-$310	"
	4-1/2	1	$365	"
Lawrence Gardens 3301,33,23 Nostrand	Studio	1	$222	Sheepshead Bay
	3-1/2	2	$275-$292	"
Lawrence Towers 3310-3280 Nostrand Ave.	3-1/2	1	$299	"

QUEENS

BUILDING ADDRESS	ROOM SIZE	# OF APTS. AVAIL.	PRICES	AREA
Belcrest 162-15 Highland Ave.	Studio	1	$245	Jamaica Estate
	4-1/2	4	$355-$415	"
Coronet Hall 172-70 Highland Ave.	4-1/2	2	$451	"

BUILDING ADDRESS	ROOM SIZE	# OF APTS. AVAIL.	PRICES	AREA
Edgerton Hall 178-10 Wexford Terr.	3-1/2 4-1/2	1 2	$310 $350-$410	Jamaica Estat "
Green Park Essex 143-09,11,23,29 Barclay Ave.	3-1/2	1	$260	Flushing
Highlander Hall 164-20 Highland Ave.	Studios 3-1/2 4-1/2	2 1 2	$230-$240 $300 $400-$425	Jamaica Estat " "
Kendall Hall 41-10 Bowne St.	Studios	2	$240-$255	Flushing
Saxony Hall 87-15 165th St.	Studios 3-1/2	2 1	$235 $295	Jamaica Estat "
Sunnyside Towers 46-01 39th Ave.	Studios 3-1/2 4-1/2	2 3 1	$260-$270-F $270-$285 $385	Sunnyside " "
Sussex Hall 166-05 Highland Ave.	Studio 3-1/2 5-1/2	1 1 1	$230 $299 $375	Jamaica " "
Wilshire Hall 182-30 Wexford Terr.	3-1/2 5-1/2	2 1	$335 $485	" "
Winston Hall 178-60 Wexford Terr.	3 3-1/2	1 1	$255 $285	" "

BRIAR WYCK - All furnished Apts. - Short Leases - Apply 86-25 Van Wyck Expwy..

Briar Wyck 86-25 Van Wyck Expwy.	Studio 3 3-1/2 4-1/2	1 1 3 2	$325 $350 $425 $450	Briarwood " " "

- - - - - - - - - - - - - - - - - - - -

STATEN ISLAND

GRYMES HILL APARTMENTS - Renting Office for Grymes Hill Apts. - 22 Arlo Road.

ROOM SIZE	# OF APTS. AVAIL.	PRICES	AREA
2-1/2	1	$209	Grymes Hill
3-1/2	12	$220-$231	"
4-1/2	4	$229-$260	"

TYSENS PARK APARTMENTS - Renting Office for Tysens Park Apts. 265 Mill Road.

(See listing page4)

ROOM SIZE	# OF APTS. AVAIL.	PRICES	AREA
Eff.	14	$177-$189	Tysens Park
3-1/2	67	$210	"
4	10	$230	"
4-1/2	3	$260	"

* * * * * * * * * * * * * * * * * * * *

PRIORITY APARTMENTS

NOTE: This week the Open Housing Center has a 3-day priority on the following apartments. If you are interested, call us immediately at 989 7346.'

SHOREHAVEN: 3-1/2 rms. - Apt. 2-E, $220.10
3-1/2 rms. - Apt. 5-E, $220.10

* *

LISTS AT RENTAL OFFICES

1. A complete list of all currently vacant Trump apartments in the New York area is always available at the two main Trump Offices:

   2064 Cropsey Avenue, Brooklyn
   2611 West 2nd Street, Brooklyn

2. A list of all vacancies in each building is available at every buildings. If you don't see the apartment you want when you are at Trump buildings or offices, ask to see these lists which the Justice Department requires that the company maintain and show to all persons inquiring about apartments.

CALL US IF YOU HAVE ANY PROBLEMS: Open Housing Center
150 Fifth Ave., Suite 918 (20th St.)
989-7346

PUBLIC TRANSPORTATION TO ALL TRUMP BUILDINGS

BROOKLYN

Building Names		Rental Agent or Superintendent
Argyle Hall 400 Argyle Road Bklyn.	(IND/D Train to Church Ave. local to Cortelyou Rd.)	(b)(7)(C)
Beach Haven 2611 W. 2nd St. Bklyn.	(F Train to Van Sicklen St.)	
Chelsea Hall 8700 25th Ave. Bklyn.	(BMT/B Train to 25th Ave.)	
Fiesta 86-35 21st Ave. Bklyn.	(BMT/B Train to Bay Parkway	
Falcon 8800 20th Ave. Bklyn.	(BMT/B Train to 20th Ave.)	
Fountainbleau 8855 Bay Parkway Bklyn.	(BMT/B Train to Bay Parkway)	
Lawrence Gardens 3301-33-23 Nostrand Ave. Bklyn.	(D Train Kings Highway local to Avenue U/Ave. U Bus to Nostrand Ave.)	
Lawrence Towers 3310-3280 Nostrand Ave. Bklyn.	(Same as D Train Kings Highway)	
Lincoln Shore 2727 Ocean Parkway Bklyn.	(F Train to Van Sicklen Ave.)	
Nautilus 1230 Avenue Y Bklyn.	(IND/D Train to Sheepshead Bay)	
Ocean Terrace 2650 Ocean Parkway Bklyn.	(F Train to Van Sicklen Ave.)	
Park Towers 370 Ocean Parkway Bklyn.	(F Train to Church Ave.)	

(b)(7)(C)

Sea Isle 3901 Nostrand Ave. Bklyn.	(IND/D Train to Sheepshead Bay/36 Bus to Nostrand Ave.)
Shore Haven 2064 Cropsey Ave. Bklyn.	(BMT/B Train to 20th Ave.)
Southampton 1429-1461 Shore Pkway. Bklyn.	(BMT/B Train to 20th Ave.)
Westminster Hall 405 Westminster Rd. Bklyn.	(IND/D Train to Church Ave. local to Cortelyou Rd.)
Wedgewood Hall 2580 Ocean Pkway Bklyn.	(IND/D Train to Sheepshead Bay then Bus #21 to Ocean Pkway.)

* * * * * * * * * * * * * * * * *

QUEENS

Belcrest Hall 162-15 Highland Ave. Jamaica	(E or F Train to Parsons Blvd.)
Briar Wyck 86-25 Van Wyck Expway. Kew Garden	(E Train to Van Wyck Blvd.)
Coronet Hall 172-70 Highland Ave. Jamaica	(E or F Train to 169th St.)
Clyde Hall 87-05 166th St. Jamaica	(E or F Train to Parsons Blvd.)
Edgerton Hall 178-10 Wexford Terr. Jamaica	(F Train to 179th St., Hillside)
Green Park Essex 143-09 1430,29 Barclay Flushing	(#7-Flusing to Main St., #12 Bus to 143rd & Sanford Ave.)
Green Park Sussex 143-06 to 143-16 Barclay Flushing	(At Time Sq or Grand Central #7 Flushing Line to Main St. #12 Bus to 143rd St. & Sanford Ave.)

(b)(7)(C)

Highland Hall
164-20 Highland Ave.
Jamaica
(E or F Train to Parson Blvd.)

Kendall Hall
41-10 Bowne St.
Flushing
(At Times Sq. or Grand Central #7 Flushing Line to Main St.)

Park Briar
110-45 Queens Blvd.
Forest Hills
(E or F Train to 75th Ave.)

Saxony Hall
87-15 165th St.
Jamaica
(E or F Train to Parsons Blvd.)

Sunnyside Towers
4601 39th Ave.
Queens
(At Times Sq. or Grand Central take #7 Flushing train to 46th St.)

Sussex Hall
166-05 Highland Ave.
Jamaica
(E or F Train to 169th St.)

Wexford Hall
86-75 Midland Pkway
Jamaica
(E or F Train to 179th St. & Hillside.)

Wilshire Hall
182-30 Wexford Terr.
Jamaica
(E or F Train to 179th St. & Hillside)

Winston Hall
178-60 Wexford Terr.
Jamaica
(E or F Train to 179th St. & Hillside)

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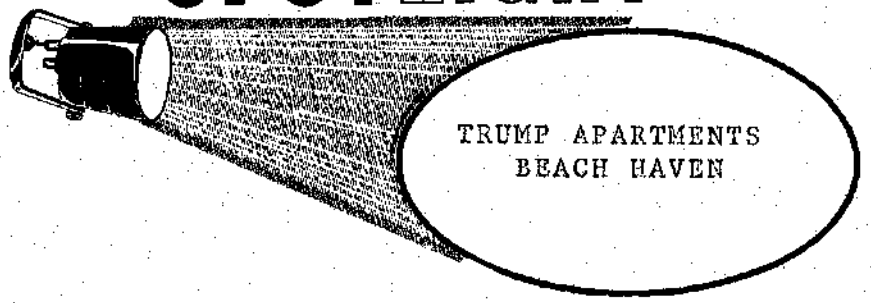
STATEN ISLAND

Grymes Hill
42 Arlo Rd.
Staten Island
(Ferry-then Bus #22)

Tysens Park
265 Mill Road
Staten Island M/L
(Ferry-then Bus #103 to Tysens Lane)

Open Housing Center 150 Fifth Ave., New York, N.Y. 10011 (212) 989-7346

SPOTLIGHT



Beach Haven consists of twenty-one, six-story apartment buildings in the Gravesend section of Brooklyn.

NOTE: It is under court order, through action of the Justice Department, to rent all apartments on an equal opportunity basis. Lists of all vacancies are sent to the Open Housing Center each week, 50-60 nice apartments from studios to two-bedrooms. Call us for information about them.

This is a beautiful residential community, with enclosed areas, landscaped grounds and mini playgrounds throughout. The schools are good and underutilized. Minority children are bussed in to these schools through open enrollment plans. Elementary, Junior and Senior High Schools are within walking distance. Shopping is conveniently near. It is ideal for young families, single people who want to leave the hustle bustle behind at five o'clock and anyone else wanting good housing at reasonable prices.

Location: Southern tip of Brooklyn; Sheepshead Bay, and Brighton Beach are adjacent communities. Travel time to Midtown Manhattan by public transportation is approximately 35 minutes. This is in a one-fare zone. Travel time by car is approximately 20 minutes to Midtown.

Subway; IND F Train to Van Sicklen or Avenue X Stops.

Car: From Manhattan to Brooklyn Battery Tunnel or across Brooklyn Bridge onto Belt Parkway. Exit: Ocean Parkway.

Apartments: Monthly rents are vary moderate for this excellent housing.

Studio - $175
One-bedroom - $220 - $240
Two-bedrooms - $270 - $290

Air conditioners allowed, no extra cost.

The rooms at Beach Haven are good size and offer plenty of closet space (5 closets in 2-bedroom apartment). Most apartments include entrance foyers which are large enough to use as a dinning area. Apartments are always painted and cleaned for new tenants.

Section 8: People who have been certified by the Leased Housing Division of the Public Housing Authority for the Section 8 Program can apply to Shorehaven for an apartment under this federal housing assistance program. Trump management Co. participates in this program.

Day Care: Ask for our "Child Care Facilities in Brooklyn", a new booklet which will help you locate centers available to Beach Haven.

Security: All buildings have locked front doors and inter-com systems.

Garage: Reserve parking in indoor heated garages can be obtained for $25 per month. There is also free outdoor parking available on a daily first-come basis.

To See or Rent Apartments: Go to Renting Office 2611 West 2nd Street.

10:00 AM to 6:00 PM 7 days a week

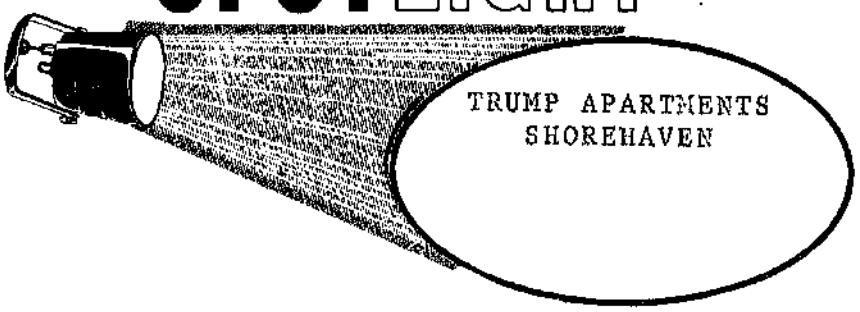
Later appointments can be arranged. Call 891-1003.

Be sure to tell them you are referred by the Open Housing Center, and call us afterwards with the results or if you have any problems:

Open Housing Center
150 Fifth Avenue (20th St.)
989-7346

Open Housing Center 150 Fifth Ave., New York, N.Y. 10011 (212) 989-7346

SPOTLIGHT



Shorehaven is a large complex of well-maintained, low apartment buildings owned by the Trump Management Company in Bay Ridge, Brooklyn.

Note: It is under court order, throught action of the Justice Department, to rent all apartments on an equal opportunity basis. Lists of all vacancies are sent to the Open Housin Center each week, 50-60 nice apartments from studios to two-bedrooms. Call us for information about them.

This residential community is pleasantly laid out, with old trees, well-kept grounds and sitting areas thoughout. No main thoroughfares go through. Shopping is conveniently near, including the large Korvette Shopping Center. Schools are good and under-utilized. Minority children are bussed in to these schools through open enrollment plans.

Transportation: This is a one-fare zone. Take the BMT/B Train to 20th Ave Travel time to midtown Manhattan, about 40 minutes.

By Car: From Manhattan to Brooklyn Battery Tunnel or Brooklyn Bridge, onto Belt Parkway.
Exit: Cropsey Avenue. Travel time about 20 minutes.

Location: Shorehaven runs from 20th Avenue to 21st Drive, and Cropse: Avenue to Shore Parkway. Renting Office: 2064 Cropsey Avenue.

Apartments: Shorehaven offers very good housing at moderate rentals.

Studio (separate dressing room) $175
One bedroom - $220 - $240
Two bedrooms - $260 - $270

The rooms are standard size, most being square which offer: the best workable space. There are foyer areas for dining tables, good closet space (four closets in all two-bedroom apartments). Apartments are always painted and clean before moving in. Air conditioners can be installed at no extra cost. All buildings have locked front doors and inter-com systems.

Section 8: People who have been certified by the Leased Housing Division of the Public Housing Authority for the Section 8 Program can apply to Shorehaven for an apartment under this federal housing assistance program. Trump Management Company participates in this program.

Day Care: Ask for our "Child Care Facilities in Brooklyn", an new booklet which will help you locate centers available to Shorehaven.

Garage: Indoor parking in a heated garage is available in the complex at $20 a month. Street parking is also permitted in this area.

To See or Rent Apartments: Go to Renting Office - 2064 Cropsey Avenue

Hours 10:00 AM to 6:00 PM 7 days a week

Later appointments can be arranged by phoning ES 3-9183.

Be sure to tell them you are referred by the Open Housing Center, and call us afterwards with the results or if you have any problems:

Open Housing Center
150 Fifthe Avenue (20th St.)
989-7346

Saxe, Bacon & Bolan, P.C.
39 EAST 68TH STREET
NEW YORK, NEW YORK 10021

JOHN GODFREY SAXE (1909-1953)
ROGERS H. BACON (1919-1962)

ROY M. COHN
DANIEL J. DRISCOLL
MICHAEL ROSEN
JOHN F. LANG
JAMES M. PECK
ROY R. KULCSAR
JEFFREY A. SHUMAN
RONALD F. POEPPLEIN
EDWARD H. HELLER
BRIAN J. McDONNELL

(212) 472-1400
CABLE: SAXUM

THOMAS A. BOLAN
COUNSEL

DOCKETED
JUN 07 1977
CIVIL RIGHTS

June 1, 1977

Civil Rights Division
Justice Department
Washington, D.C.
Attn: Brian F. Heffernan, Esq.
Legal Intern, Housing Section.

File
CFH
9/30/82

Re: Civil Action No.73-C 1529
Reference # DSD: WG: BFH: mop DJ 175-52-28

Dear Mr. Heffernan:

This is in reply to your letters of March 31, 1977, and May 13, 1977, and is written after consultation with the appropriate parties at Trump including (b)(7)(C) In this reply we will explain any discrepancies that continue to exist.

A) LACK OF REJECTION OF APPLICANTS FOR APARTMENTS IN TRUMP BUILDINGS

The fact that only five applicants out of eight hundred ninety six (896) during the past year have been rejected does not mean that a pre-screening process is being utilized by our client as you state. As you are well aware, the New York Urban League sends our client only qualified applicants. Kraham Realty, a rental company authorized to rent our client's apartments, qualifies prospective tenants based on the criteria set down by the Consent Order. Such criteria as used by these organizations could clearly be considered a "screening" process, but such is not conducted by our client. Trump management also advertises monthly in two minority newspapers with the express purpose of attracting minority group applicants, and such ads contain the price of the apartment, which fact in and of itself

175-52-28
DEPARTMENT OF JUSTICE
JUN 6 77
CIV. RIGHTS DIV.

may tend to discourage low income applicants at the outset.

It should be noted that it is not inconceivable that when prospective applicants come to the building "cold" and are made aware of the rental price that they simply turn around and walk away. Considering the above it is apparent that our client does not engage in a pre-screening process. The lack of rejected applicants is due to the fact that, those who eventually do apply, have already been "screened" by the Urban League, Kraham, or have in effect screened themselves, and not due to any pre-screening activity on our clients part.

B) INFORMATION NOT PROVIDED BY TRUMP

With reference to this item in your letter of March 31, 1977, we have been informed that (b)(7)(C) has been in contact with your office and your remaining questions have been expressed in your letter of May 13, 1977. In reply to those questions:

1. Item No:1 - the applicant was accepted.

2. Items Nos: 2, 3, 4, 6, and 7 - in reference to all of these items, my client's records indicate that no applications were filled out by these applicants, nor were deposits submitted. Any inconsistencies were due to errors made by the superintendents who incorrectly filed their reports with our client.

3. Item No:5 - said applicant could not be reached at (b)(7)(so called place of employment and was also unknown at that telephone number. When my client was finally able to locate (b)(7) said applicant withdrew (b)(7) application.

4. Item No:8 - my client's records indicate such an analysis was sent to you, but enclosed please find another copy.

We trust that the above information brings your records up to date.

The next area of concern is "run arounds" and "discourteous treatment". As you mention in your letter of May 13, 1977, any time a problem is brought to our client's attention, it is rectified immediately. As you can imagine, difficulties in

this area are inherent in any organization the size of our clients. All of my client's employees are specifically informed of their obligations and should any employee falter in his duty, my clients immediate corrective measures indicate his good faith in the area. It should also be noted that any such reported conduct is not deliberate and many instances of alleged "discourteous treatment" are due to the fact that prospective applicants may wish to view an apartment at 9 P.M., a time not within normal working hours and a time when an apartment would be dark due to lack of electricity in the vacant apartment. My client will nevertheless still increase his efforts to insure that any such unintentional occurrences cease .

According to Part V(B)(1)(a) of the Consent Decree superintendents may not make subjective determinations as to an applicant's qualifications. This being the case you seem to imply that whenever a superintendent informs a prospective applicant of the rental price, the superintendent is in fact passing judgment on the prospective applicant, and such is not the case. Prospective applicants when confronted with the rental price, may simply walk away or are free to fill out an application, regardless of the superintendent's impressions. While any such negative remarks that a superintendent may make, are clearly improper, my client will see to it that his superintendents keep their feelings to themselves so as not to discourage any future applicants.

C) DISPARITY IN BLACK AND WHITE APPLICATIONS AND ACCEPTANCE

Hopefully the information provided above will explain some of the disparities that exist. The applicants that my client attracts, he clearly has no control over. Any discriminatory impact that occurs is not purposeful on Mr. Trump's part. Mr. Trump has complied with his obligations under the Consent Decree, and when any problems have arisen, as you note, such problems are resolved as quickly as possible.

I trust that the above information has enabled you to

appreciate my clients continuing efforts to fulfill his obligations under the Consent Decree and to provide decent housing for anyone that can afford it without regard to race. All minor difficulties that have arisen or will arise, Mr. Trump will continue to rectify immediately, and will also seek to minimize the occurrence of any such difficulties in the future.

If you wish any further information, please do not hesitate to contact us.

Sincerely yours,

ROY M. COHN.

jq
Encs.

BUILDING: FONTAINEBLEAU ADDRESS: 8955 COLLINS AVE.

DATE: FROM OCT 1 ST. TO OCT 31ST BKLYN - NY 11214

SUPERINTENDENT'S RENTAL ANALYSIS REPORT

	RACE	MADE AN INQUIRY	WERE OFFERED AN APPLICATION	FILLED OUT AN APPLICATION	SUBMITTED DEPOSIT WITH APPLICATION	APPLICATION #
1	W	✓				
2	W	✓	✓			
3	W	✓	✓	✓	✓	
4	W	✓	✓			41
5	W	✓				
6	W	✓	✓			
7	W	✓	✓			
8	W	✓				
9	W	✓	✓			
10	W	✓				
11	W	✓	✓			
12	W	✓				
13	W	✓	✓			
14	W	✓				
15	W	✓	✓			
16	W	✓	✓			
17	W	✓	✓			
18	W	✓				
19	W	✓	✓			
20	W	✓				
21	W	✓	✓			
22	W	✓	✓			
23	W	✓	✓			
24	W	✓				
25	W	✓	✓			
26	W	✓	✓			
27	W	✓	✓			
28	W	✓				
29	W	✓	✓			
30	W	✓				
31	B	✓	✓	✓	✓	42
32	W	✓	✓	—	—	
33	W	✓				
34	W	✓				
35	W	✓	✓			
36	W	✓	✓			
37	W	✓				
38	W	✓				
39	W	✓	✓			
40	W	✓				

W = White
B = Black
S = Spanish
O = Other (Indicate Race)

SUPERINTENDENT'S SIGNATURE (b)(7)(C)

DATE SUBMITTED: 11/3/76

BUILDING: Fontainebleau Apts

DATE: 10/1 - 10/31/76.

APPLICATIONS FOR TENANCY

	NAME & ADDRESS	Home & Business Phones	Race	Apt #	Date of Application	Applicants Weekly Income	Monthly Rent	Was Deposit Received Yes	Was Deposit Received No	Status of Application Indicate: Date Accepted Date Rejected (Reason) Other:	Authorized By:
42	(b)(7)(C)		B	6B	10/27/76	538.-	287	1		applicant accepted 10/29	(b)(7)(C)
41	(b)(7)(C)		W	7K	10/1/76	307	317	1		transfer from 7-B	

Saxe, Bacon & Bolan, P.C.
39 EAST 68TH STREET, NEW YORK, N.Y. 10021



Civil Rights Division
Justice Department
Washington, D.C. 20530

Attn: Brian F. Heffernan, Esq.
Housing Section.

Ref: # DSD:WG:BFH:mop DJ 175-52-28

TRUMP MANAGEMENT, INC.

RECEIVED
MAY 1 39 PM '77
CIVIL RIGHTS DIVISION

600 AVENUE Z
BROOKLYN, N.Y. 11223
743-4400

May 23, 1977

David T. Kelly, Esq.
Enforcement Unit - Open Housing
Civil Rights Division
U. S. Department of Justice
550 11th Street, N. W.
Washington, D. C. 20530

DOCKETED
JUN 0 1 1977

CIVIL RIGHTS

Dear Mr. Kelly:

Pursuant to the Consent Order dated June 10, 1975, we are hereby forwarding our Sixth Report to your office containing the following:

1. Reports on all required information.

2. Copies of new employees signed statements.

3. All necessary correspondence relating to the Consent Order.

4. Copies of monthly ads.

5. Copies of all weekly vacancy lists previously submitted to Open Housing.

Very truly yours,

(b)(7)(C)

IE:bb
Encs.

05858
CERTIFIED

175-52-28
DEPARTMENT OF JUSTICE
24
MAY 21 77
R.A.U.
CIV. RIGHTS DIV.

JSP:WG:BFH:eym
DJ 175-52-28

JAN 1 1977

Roy M. Cohn, Esq.
Saxe, Bacon, Bolan and Manley
39 E. 68th Street
New York, New York 10021

Re: United States v. Trump Management Inc.
Civil Action No. 73-C 1529

Dear Mr. Cohn:

This is in reference to the third and fourth compliance reports of your client, filed pursuant to the Consent Order entered in the above-captioned case on June 10, 1975. After careful analysis of both reports, we have come to the conclusion that it is probable that deficiencies exist in the reporting procedures of Trump Management Inc., and that if such deficiencies exist, they must be promptly corrected to bring your client within the terms of the Court's Order.

Based on the statistics provided to this Department by Trump in its third and fourth reports, it appears that out of a total of 629 applications which were filled out during the two four-month reporting periods, only four applications were rejected. All of these rejections occurred during the third reporting period, there being no application rejected at a Trump building from May 11, 1976 through September 10, 1976 (although some prospective tenants cancelled their pending applications).

We believe it improbable that, out of such a high number of applicants, none were rejected as tenants in your client's buildings, and we are concerned lest your client be utilizing a process of pre-screening applications. Such a process is clearly a violation of both the letter and the spirit of the Order in this case. Paragraph V(B)(1)(a) of the Consent Order states

that "(a)pplications shall be accepted from all persons wishing to apply and the superintendent or agent shall make no subjective judgment on the acceptability of a prospective tenant" (unless he is visibly intoxicated or abusive towards such agent). Any decision to reject a person for tenancy before application is made and before Trump has before it the information (such as prospective tenant's income, rental background, credit rating etc.) it needs to make an objective judgment on the qualifications of that person for an apartment must, of necessity, be a subjective one. Such a decision denies to such persons the opportunity of applying for tenancy on equal terms with all other applicants. This is clearly a violation of the terms of the Order. In addition, since the purpose of the Court's Order in this case is to promote equal opportunity for all in housing, such a rental procedure as outlined above is plainly not in accord with the spirit of the decree.

If, on the other hand, there are some applicants that are rejected for tenancy during each reporting period, that your client has not reported, then this is a violation of Paragraph VI(b) of the Consent Order. This paragraph requires the defendant to provide this Department with information concerning each application for tenancy submitted during the preceding reporting period, including whether such application was rejected and, if so, the reasons therefor.

A second problem which we perceive to exist concerns the percentage of black persons inquiring about tenancy who complete an application form at your client's buildings. Statistics provided to us for the fourth reporting period reveal that the percentage of white and other inquirers actually filling out applications for tenancy was 42.1 and 50 respectively, while only 29.1% of all blacks who inquired during that same period completed an application.

Accordingly, pursuant to paragraph IX of the Consent Order, we hereby notify you, as counsel for Trump Management, that we believe that your client's reporting and rental procedures are in violation of the Consent Order. The Order affords the defendant fifteen days from notice of the complaint to respond to such notice. Accordingly, we request a response within fifteen days, and request that it include the following:

1. An explanation of the application procedures followed by prospective tenants of Trump buildings and the reason for the apparent lack of rejection of any application for tenancy during

the fourth reporting period;

2. Whatever showing of business necessity or justification which Trump may care to make for the adoption of a pre-application screening process which denies to some persons an opportunity of application for tenancy at Trump buildings on equal terms with all other applicants.

3. The reasons, if known, for the disparity noted above between the percentage of whites and blacks who inquire and fill out applications.

We look forward to a prompt response so that this matter will be resolved expeditiously. If you have any questions, please feel free to call the undersigned at (202) 739-4133 or my colleague David T. Kelley at (202) 739-4180.

Thank you for your consideration in this matter.

Sincerely,

J. STANLEY POTTINGER
Assistant Attorney General
Civil Rights Division

By:

Brian F. Hefferman
Legal Intern
Housing Section

cc: (b)(7)(C)

Saxe, Bacon & Bolan, P.C.
39 EAST 68TH STREET
NEW YORK, NEW YORK 10021

JOHN GODFREY SAXE (1909-1953)
ROGERS H. BACON (1919-1962)

ROY M. COHN
DANIEL J. DRISCOLL
MICHAEL ROSEN
JOHN F. LANG
JAMES M. PECK
ROY R. KULCSAR
JEFFREY A. SHUMAN
RONALD F. POEPPLEIN
EDWARD H. HELLER

(212) 472-1400
CABLE: SAXUM

THOMAS A. BOLAN
COUNSEL

January 25, 1977

Civil Rights Division,
Justice Department
Washington, D.C.

Att: Brian F. Hefferman,
Legal Intern, Housing Section

Re: Civil Action No. 73-C 1529

Dear Mr. Hefferman:

This is in reply to your letter of January 13, 1977, and is written after consultation with the appropriate parties at Trump including (b)(7)(C)

I am pleased to advise you that the conjectures and assumptions suggested in your letter do not have any basis in fact, as will be outlined herein, and that the Consent Order has been consistently complied with in all material respects, including specifically the reporting and rental procedures.

You state in your letter that you have come to the conclusion "that it is probable" that deficiencies exist in the reporting procedures, and you further state that you are "concerned" that there might be some kind of a special pre-screening application process that has been invoked. Neither is factual. There is no special pre-screening process in effect and there have been no deficiencies that exist in the reporting procedures. We can only speculate as you have on some of the reasons which led to your tentative conclusion. As provided for by the Consent Order, we have supplied the Open Housing Center of The New York Urban League with a copy of the Order, which by its terms makes the League aware of the appropriate rental standards and procedures. These standards and procedures must necessarily eliminate certain applicants as ineligible from the start, so that those applicants referred to Trump by the League are only those qualified as to income and occupancy as provided by the decree - which factor in itself must obviously reduce the number of applicants. On the question of a disparity to which you refer between percentage of whites and minorities who make application, obviously this is something on which we can again only speculate - but we do know from actual experience that when apprised of the qualifications for rental - including one month security deposit and income verfication such as a W-2, many of those who inquire do not proceed with formal applications.

Civil Rights Division,
Justice Department
Att: Brian F. Heffernan

January 25, 1977

Another factor might be that we have been required for business considerations to utilize the services of a rental agent, as you are aware and as we have discussed in the past.

We wish to make this quite clear: we have no pre-screening process. The superintendent at the buildings where the prospective tenants apply make no pre-screening determinations. Their role is to display the apartment, accept the application, review it as to completeness, collect a security deposit and proof of income. This material is then submitted for review and determination by a section manager in one of our main offices. By the way, we also maintain at our main offices a central listing of all vacant apartments in our buildings, which information is available to apartment seekers. Those who inquire are uniformly informed of the only qualifications we have - which are those involving income requirements and occupancy as provided for in the Consent Order.

It is very difficult to reply in any more detail to your letter, since it contains no specific facts or references to specific cases, and we are in effect being requested to prove a negative. The best we can do is assure you that your tentative conjectures are not well founded and that our personnel, who have been carefully instructed as to the requirements of the Order and of the Fair Housing Act of 1968, have acted in full accordance therewith.

We realize that slip ups can always occur no matter how careful you are and we are, and if you have any factual or specific matter to call to our attention, we will in the future as we have in the past give it our immediate attention.

Thank you for your courtesy in this matter.

Sincerely yours,

ROY M. COHN

/nl

DSD:WG:DTK:BFH:eym
DJ 175-52-28

MAR 31 1977

Roy M. Cohn, Esq.
Saxe, Bacon & Bolan, P.C.
39 East 68th Street
New York, New York 10021

Re: United States v. Trump Management, Inc.
Civil Action No. 73-C 1529

Dear Mr. Cohn:

This letter is written in response to your letter of January 25, 1977, and after analysis by this Department of the fifth compliance report of your client, filed pursuant to the Consent Order entered in the above-captioned case on June 10, 1975. While you dismiss, in your letter, the concerns expressed in our letter of January 13, 1977, regarding the reporting and rental procedures of Trump, as not having any basis in fact, this Department continues to entertain grave doubts concerning the compliance efforts of your client. As you claim difficulty in replying to a letter allegedly without specific facts or references to specific cases, we will attempt to lay out for you in some detail each of the areas in which we feel your client is not acting in compliance with the Order of the Court in this case.

A. Lack of Rejection of Applicants for Apartments in Trump Buildings

We stated in our above-referenced letter to you that statistics provided to us by your client in its compliance reports revealed an almost complete lack of rejections of applicants for tenancy in Trump buildings. This situation continues to exist. During the fifth reporting period, out of 267 people who filled out applications, only one person was rejected. This makes a total

of five people who have been listed by your client as being rejected for tenancy during the last year, out of a total of 896 people applying. This statistic leads us to the conclusion which we voiced to you in our January 13 letter, that a pre-application screening process is being used by Trump in its rental operations. We base this conclusion on our inability to believe that an apartment operation as large as that of your client can accept practically every person who applies for an apartment, as Trump's statistics indicate. While you have denied that such a process is in existence, we do not consider your explanation of the above-mentioned statistic to be completely satisfactory. You state that the Urban League's use of Trump's rental standards in referring prospective tenants to Trump buildings must necessarily eliminate some apartment applicants from the start. While this may be true, certainly the Urban League is not your client's sole source of applicants for tenancy. The same reasoning applies to referrals by any rental agents used by Trump in its operation. While prospective tenants sent to Trump by such rental agents would most likely be qualified for a Trump apartment, there must be other applicants not referred to your client's buildings by any one. Out of such prospective tenants, coming as they do to Trump "cold," surely some must be rejected. However, such rejections are not being reported to us, as required by paragraph VI(b) of the Consent Order. Even the information concerning the one rejection at Westminster Hall, which was reported by Trump for the fifth reporting period, did not contain the reason for such rejection, as required.

If, as you assert in your letter, Trump has no pre-screening process, then the only other conclusion we can reach as to the reason for the lack of rejections in Trump buildings is that Trump personnel who submit court-ordered information to this Department are not giving us information as to all rejections. This is a violation of the Order.

Accordingly, in light of the above, we would appreciate an explanation as to the near complete lack of rejected applications at the buildings of your client over the past year.

B. Information not provided by Trump

Under the terms of the Consent Order, your client is to provide this Department with complete information on the applications submitted to it for tenancy. Such information is to

include whether an application was submitted and whether it was subsequently accepted, rejected or withdrawn. From an analysis of the reports of your client, it is apparent that complete information on all applications is not being provided to us. For example, during the fifth reporting period, a total of 267 people filled out applications at Trump buildings, based on your client's statistics. Out of these, 209 people were accepted, while one was rejected and five withdrew their applications. Information on the other 52 people was not furnished. If such people were not accepted, as appears to be the case, they must either have been rejected or withdrew their applications. However, such information has not been provided to us in the latest report. This situation exists in the other reports of your client as well. This is a violation of the Court's Order.

C. Disparity in Black and White Applications and Acceptance

We informed you in our January 13 letter of our concern over the low percentage of black persons who inquired about Trump apartments who actually filled out an application. After analysis of Trump's fifth report, this situation is still a focus of our concern (as only 23.6% of black inquiries filled out applications, as compared to 39.6% white and 36.4% other), but of more immediate concern are two other areas regarding the acceptance of blacks as tenants in your client's apartments. During the fifth reporting period, a total of 209 people, according to Trump, were accepted for occupancy in its buildings. Of these, only 11 (5.3%) were black, as compared to 187 (89.5%) who were white. This figure of 5.3% is far below the percentage of those inquiring who were black, which was 18%. A further indication of the disproportionately high number of blacks not gaining entrance to Trump's buildings is that while 84.5% of the whites, and 91.7% of "others" who actually made application were eventually accepted for tenancy, only 35.5% of those blacks who applied were accepted. The disparity here between black and white acceptances is not small, and is highly suspect. Again, because of your client's failure to provide us with information on all applicants for apartments, as mentioned in Part B above, we do not know what the outcome of the application procedure was for 52 people, of whom 17 are black. Perhaps this information would help to remedy the above-noted disparity in black and white statistics. However, without it, our suspicions concerning your client's rental operations remain, and we request an explanation

for the disproportionate impact which the rental operations and procedures of Trump Management, Inc. are having on black applicants for tenancy.

I trust that this letter is specific enough to enable you to make a prompt response so that this matter will be resolved expeditiously. If you have any questions, please feel free to call the undersigned at (202) 739-4133 or my colleague, David T. Kelley at (202) 739-4180.

Thank you for your consideration in this matter.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Brian F. Heffernan
Legal Intern
Housing Section

cc: (b)(7)(C)

472-1400

T. 5-13-77

DSD:WG:BFH:mop
DJ 175-52-28

MAY 13 1977

(b)(7)(C)
3/14/77

(b)(7)(C)
Trump Management Inc.
2611 West 2nd Street
Brooklyn, New York 11223

Re: United States v. Fred C. Trump, et al.,
Civil Action No. 73-C-1329

Dear (b)(7)(C):

This letter is written pursuant to our telephone conversation of April 14, 1977, during which we discussed the efforts of Trump to comply with the Consent Order entered in the above-captioned case on June 10, 1975. Keeping in mind the information which you had given to me concerning the rental operations and procedures of your organization, I have reexamined the latest report of Trump submitted to this Department. While this re-examination has revealed fewer inconsistencies than previously thought, there remain several discrepancies which I would like to bring to your attention. I will try to be as specific as I can in order that you may know exactly what it is that this Department would like in Trump's reports that has been previously omitted therefrom. Analysis of Trump's latest report has revealed the following:

cc: Records
Chrono
Heffernan
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Hold

1.) San Isle Apartments - December, 1976 "Applications for Tenancy" Report - application No. 72: status of application not indicated.

2.) Beach Haven Apartments - November, 1976 "Rental Analysis Report" - page 2, lines 12 and 14: applicants submitted deposit, yet no application numbers nor status given.

3.) Beach Haven Apartments - December, 1976 Rental Analysis Report - page 1, lines 30,36 and 37 - page 2, lines 2, 8 and 9: applicants submitted deposit, yet no application numbers nor status given.

4.) Westminster Hall - November, 1976 "Rental Analysis Report" - line 1: no reasons given for rejection of applicant.

5.) Westminster Hall - October, 1976 "Applications for Tenancy" Report - application No. 41: no reasons given for nonacceptance.

6.) Lawrence Gardens - November, 1976 "Rental Analysis Report" - line 24: applicant made deposit, yet application number and status of application not given.

7.) Argyle Hall - December, 1976 "Rental Analysis Report" - line 8: applicant made deposit, yet application number and status of application not given.

8.) Fontainebleau Apartments: no Rental analysis Report or Application for Tenancy Report for October, 1976 submitted in report.

I would appreciate receiving from you this information in the near future to bring our records up to date.

In addition to the above, there is one other matter of immediate concern to this Department. As you suggested, I spoke with (b)(7)(C) of the Open Housing Center of the New York Urban League concerning (b)(7) contacts with you and with the Trump organization. While (b)(7) experience, and, I might add, the experience of this Department, in personally dealing with you has been pleasant and, for the most part, productive, (b)(7)(C) expressed to me (b)(7)(C) great concern about the problems that (b)(7) and (b)(7) clients have had with the various superintendents of Trump buildings.

(b)(7)(C) stated that people whom (b)(7) sends to Trump buildings are many times subjected to "run-a-round" and discourteous treatment at the hands of Trump superintendents, and that it is only after informing you of such conduct that each particular problem is remedied. Although these problems, brought to your attention by groups such as the Urban League, are eventually resolved through your actions, such problems should not arise to begin with. All employees of Trump are bound by the terms of the Decree to accord equal housing opportunity to all applicants for housing, and are to be instructed as to their obligations. Assuming that all of your employees have been instructed as to their obligations under the Consent Decree, any conduct such as that described to me by (b)(7)(C) is a deliberate and serious violation of the Order of the Court in this case, and must cease immediately.

In our above-mentioned conversation, you informed me that, in your opinion, it was probable that some superintendents, during a busy weekend of showing apartments in your buildings to prospective Trump tenants, were exercising quasi - rental responsibilities. This would be done by informing some applicants, upon learning of their rental qualifications, that they probably would not qualify for an apartment in the building in which they were interested, and in some cases such applicants would

be advised of another Trump building for which the superintendent though the applicants would qualify. While it is true that this conduct might on some occasions save time and energy on the part of both the applicant and the superintendent, such actions are not in accord with the Decree. Decisions on whether or not to rent to an applicant for an apartment in one of Trump's buildings are to be made by Trump personnel in its rental office, and not by the superintendent at each of the buildings. Actions such as these on the part of Trump superintendents can too easily be used to make subjective evaluations of applicants forbidden by Part V (B)(1)(a) of the Consent Decree. Accordingly, we request that your superintendents be reinformed of their duties under the Decree and instructed that actions such as those just described will not be tolerated.

I hope that this letter will serve to make it clear to you exactly what the problems are which this Department perceives to exist in the reporting procedures of Trump and in its overall efforts to comply with the terms of the Decree and the Fair Housing Act of 1968.

If you have any further questions, feel free to call me at (202) 739-4139, or my colleague, David T. Kelley, at (202) 739-4180.

Once again, thank you very much for your cooperation.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Brian F. Heffernan
Legal Intern
Housing Section

T. 3/30/77

MAR 31 1977

DSD:WG:DTK:BFH:eym
DJ 175-52-28

BFH 3/24/77

Roy M. Cohn, Esq.
Saxe, Bacon & Bolan, P.C.
39 East 68th Street
New York, New York 10021

DTK 3/31/77

Re: United States v. Trump Management, Inc.
Civil Action No. 73-C 1529

Dear Mr. Cohn:

This letter is written in response to your letter of January 25, 1977, and after analysis by this Department of the fifth compliance report of your client, filed pursuant to the Consent Order entered in the above-captioned case on June 10, 1975. While you dismiss, in your letter, the concerns expressed in our letter of January 13, 1977, regarding the reporting and rental procedures of Trump, as not having any basis in fact, this Department continues to entertain grave doubts concerning the compliance efforts of your client. As you claim difficulty in replying to a letter allegedly without specific facts or references to specific cases, we will attempt to lay out for you in some detail each of the areas in which we feel your client is not acting in compliance with the Order of the Court in this case.

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cc: Records
Chrono
Heffernan
Trial File

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Accordingly, in light of the above, we would appreciate an explanation as to the near complete lack of rejected applications at the buildings of your client over the past year.

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I trust that this letter is specific enough to enable you to make a prompt response so that this matter will be resolved expeditiously. If you have any questions, please feel free to call the undersigned at (202) 739-4133 or my colleague, David T. Kelley at (202) 739-4180.

Thank you for your consideration in this matter.

Sincerely,

Drew S. Days, III
Assistant Attorney General
Civil Rights Division

By:

Brian F. Heffernan
Legal Intern
Housing Section

cc: (b)(7)(C)

Saxe, Bacon & Bolan, P.C.
39 EAST 68TH STREET
NEW YORK, NEW YORK 10021
(212) 472-1400
CABLE: SAXUM

JOHN GODFREY SAXE (1909-1953)
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ROY M. COHN
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RONALD F. POEPPLEIN
EDWARD H. HELLER

THOMAS A. BOLAN
COUNSEL

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CIVIL RIGHTS
DIVISION

January 25, 1977

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CIVIL RIGHTS

Civil Rights Division,
Justice Department
Washington, D.C.

Bills 3/77 7/20/82

Att: Brian F. Heffernan,
Legal Intern, Housing Section

Re: Civil Action No. 73-C 1529

Dear Mr. Heffernan:

This is in reply to your letter of January 13, 1977, and is written after consultation with the appropriate parties at Trump including (b)(7)(C).

I am pleased to advise you that the conjectures and assumptions suggested in your letter do not have any basis in fact, as will be outlined herein, and that the Consent Order has been consistently complied with in all material respects, including specifically the reporting and rental procedures.

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FEB 1 1977
CIVIL RIGHTS DIV.

You state in your letter that you have come to the conclusion "that it is probable" that deficiencies exist in the reporting procedures, and you further state that you are "concerned" that there might be some kind of a special pre-screening application process that has been invoked. Neither is factual. There is no special pre-screening process in effect, and there have been no deficiencies that exist in the reporting procedures. We can only speculate as you have on some of the reasons which led to your tentative conclusion. As provided for by the Consent Order, we have supplied the Open Housing Center of The New York Urban League with a copy of the Order, which by its terms makes the League aware of the appropriate rental standards and procedures. These standards and procedures must necessarily eliminate certain applicants as ineligible from the start, so that those applicants referred to Trump by the League are only those qualified as to income and occupancy as provided by the decree - which factor in itself must obviously reduce the number of applicants. On the question of a disparity to which you refer between percentage of whites and minorities who make application, obviously this is something on which we can again only speculate - but we do know from actual experience that when apprised of the qualifications for rental - including one month security deposit and income verfication such as a W-2, many of those who inquire do not proceed with formal applications.

FEB 1 1977

Civil Rights Division,
Justice Department
Att: Brian F. Heffernan

January 25, 1977

Another factor might be that we have been required for business considerations to utilize the services of a rental agent, as you are aware and as we have discussed in the past.

We wish to make this quite clear: we have no pre-screening process. The superintendent at the buildings where the prospective tenants apply make no pre-screening determinations. Their role is to display the apartment, accept the application, review it as to completeness, collect a security deposit and proof of income. This material is then submitted for review and determination by a section manager in one of our main offices. By the way, we also maintain at our main offices a central listing of all vacant apartments in our buildings, which information is available to apartment seekers. Those who inquire are uniformly informed of the only qualifications we have - which are those involving income requirements and occupancy as provided for in the Consent Order.

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Thank you for your courtesy in this matter.

Sincerely yours,

ROY M. COHN

/nl

Saxe, Bacon & Bolan, P.C.
39 EAST 68TH STREET, NEW YORK, N.Y. 10021

BROOKLYN, NY 112
PM
27 JAN
1977

Civil Rights Division,
Justice Department
Washington, D.C.

Att: Brian F. Heffernan
Legal Intern, Housing Section

T. 1/12/~~76~~ 77

JSP:WG:BFH:eym
DJ 175-52-28

JAN [illegible] 1977

Roy M. Cohn, Esq.
Saxe, Bacon, Bolan and Manley
39 E. 68th Street
New York, New York 10021

Re: United States v. Trump Management Inc.
Civil Action No. 73-C 1529

Dear Mr. Cohn:

This is in reference to the third and fourth compliance reports of your client, filed pursuant to the Consent Order entered in the above-captioned case on June 10, 1975. After careful analysis of both reports, we have come to the conclusion that it is probable that deficiencies exist in the reporting procedures of Trump Management Inc., and that if such deficiencies exist, they must be promptly corrected to bring your client within the terms of the Court's Order.

Based on the statistics provided to this Department by Trump in its third and fourth reports, it appears that out of a total of 629 applications which were filled out during the two four-month reporting periods, only four applications were rejected. All of these rejections occurred during the third reporting period, there being no application rejected at a Trump building from May 11, 1976 through September 10, 1976 (although some prospective tenants cancelled their pending applications).

We believe it improbable that, out of such a high number of applicants, none were rejected as tenants in your client's buildings, and we are concerned lest your client be utilizing a process of pre-screening applications. Such a process is clearly a violation of both the letter and the spirit of the Order in this case. Paragraph V(B)(1)(a) of the Consent Order states

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Chrono
Heffernan
Trial File

that "(a)pplications shall be accepted from all persons wishing to apply and the superintendent or agent shall make no subjective judgment on the acceptability of a prospective tenant" (unless he is visibly intoxicated or abusive towards such agent). Any decision to reject a person for tenancy before application is made and before Trump has before it the information (such as prospective tenant's income, rental background, credit rating etc.) it needs to make an objective judgment on the qualifications of that person for an apartment must, of necessity, be a subjective one. Such a decision denies to such persons the opportunity of applying for tenancy on equal terms with all other applicants. This is clearly a violation of the terms of the Order. In addition, since the purpose of the Court's Order in this case is to promote equal opportunity for all in housing, such a rental procedure as outlined above is plainly not in accord with the spirit of the decree.

If, on the other hand, there are some applicants that are rejected for tenancy during each reporting period, that your client has not reported, then this is a violation of Paragraph VI(b) of the Consent Order. This paragraph requires the defendant to provide this Department with information concerning each application for tenancy submitted during the preceding reporting period, including whether such application was rejected and, if so, the reasons therefor.

A second problem which we perceive to exist concerns the percentage of black persons inquiring about tenancy who complete an application form at your client's buildings. Statistics provided to us for the fourth reporting period reveal that the percentage of white and other inquirers actually filling out applications for tenancy was 42.1 and 50 respectively, while only 29.1% of all blacks who inquired during that same period completed an application.

Accordingly, pursuant to paragraph IX of the Consent Order, we hereby notify you, as counsel for Trump Management, that we believe that your client's reporting and rental procedures are in violation of the Consent Order. The Order affords the defendant fifteen days from notice of the complaint to respond to such notice. Accordingly, we request a response within fifteen days, and request that it include the following:

1. An explanation of the application procedures followed by prospective tenants of Trump buildings and the reason for the apparent lack of rejection of any application for tenancy during

the fourth reporting period;

2. Whatever showing of business necessity or justification which Trump may care to make for the adoption of a pre-application screening process which denies to some persons an opportunity of application for tenancy at Trump buildings on equal terms with all other applicants.

3. The reasons, if known, for the disparity noted above between the percentage of whites and blacks who inquire and fill out applications.

We look forward to a prompt response so that this matter will be resolved expeditiously. If you have any questions, please feel free to call the undersigned at (202) 739-4133 or my colleague David T. Kelley at (202) 739-4180.

Thank you for your consideration in this matter.

Sincerely,

J. STANLEY POTTINGER
Assistant Attorney General
Civil Rights Division

By:

Brian F. Heffernan
Legal Intern
Housing Section

cc: (b)(7)(C)

LIGGETT 4-9004

Kraham Leasing Corporation

120-60 QUEENS BOULEVARD
(OPP. BORO HALL)
KEW GARDENS, L. I., 11415

RECEIVED
AUG 4 8 31 AM '76
DEPT. OF JUSTICE
MAIL ROOM
OROM

August 2nd, 1976

J. Stanley Pottinger
U.S. Dept. of Justice
Civil Rights Division
Washington, D.C., 20530
DJ 175-52-28

Re: U.S. -vs- Trump Management

Dear Mr. Schwelb:

In response to your letter of July 27th, 1976, I believe your confusion regards our renting agreement with the Trump Organization. As per our letter to you in January 1976, we advised you that Kraham Leasing no longer represented Trump as exclusive rental agents. We did, however, continue to handle all inquiries made from prospective Tenants coming from Open Housing as our name was on the Open Housing Brochure. In July, we advised Trump and they in turn informed Open Housing that we could no longer handle this traffic and directed all inquiries to the respective Superintendents of the buildings. Our reason for taking this step is simply the lack of personnel to handle this large influx of traffic. Kraham Leasing was compensated by Trump for this service, one half of a months rent of the particular listing.

In response to your other question, we do not now; nor have we ever had a formal written contract with Trump. As independent licensed brokers we welcome their listings and continue to show their apartments to prospective Tenants using our services. We are compensated by Trump in the amount of one months rent upon consummation of the lease.

Each applicant for an apartment in a Trump Building makes application and signs leases in our office. The only requirement made of applicants other than the necessary monies, advance rent and security, is proof of his or her income usually in the form of a copy of their tax return as prescribed for on the Trump Application forms. All monies and documents are forwarded to Trump for their approval and acceptance.

Files
CRD
1/30/80

AUG 5 1976

175-52-28
DEPARTMENT OF JUSTICE
24 AUG 4 19
R.A.U.
CIV. RIGHTS DIV.

LIGGETT 4-9004

Kraham Leasing Corporation

120-60 QUEENS BOULEVARD

(OPP. BORO HALL)

KEW GARDENS, L. I., 11415

I trust this has answered your questions completely. If, however, there is any additional information needed, please feel free to contact me.

Sincerely,

KRAHAM LEASING CORP.

(b)(7)(C)

SD:pp

T. 7/14/76

JUL 27 1976

JSP:FES:CG:lob
DJ 175-52-28

Mr. Sam Miller, President
Kraham Leasing Corporation
120-60 Queens Boulevard
Kew Gardens, Long Island
New York, New York 11415

Re: United States v. Trump Management, Inc.,
Civil Action No. 73C-1529

Dear Mr. Miller:

This is in reference to our previous correspondence in this case and to the obligations imposed by the Order of the United States District Court for the Eastern District of New York of June 10, 1975 in United States v. Trump Management, Inc.

We have evaluated the information provided in the reports made under the Court's Order and based on this information as well as other information which has recently come to our attention, we are unable to determine if certain provisions of the Order are being followed in all respects. In addition, we have been advised by (b)(7)(C) (b)(7), Open Housing Center, New York Urban League, that (b)(7) was advised that the leasing arrangement between Trump and Kraham was terminated on or about July 6, 1976. However, we are also aware that in your letter to us of January 13, 1976, you indicated that your exclusive contract with Trump was then terminated. Information which we received in the form of a complaint, in July 1976, indicates that the exclusive contract was still in existence in early July, 1976.

cc: Records
Chrono
Gabel
Trial File

In order for us to fulfill our obligations under the Decree, it would be appreciated if you would provide us with the following information:

1. Please indicate the nature of all contracts, leasing agreements, or any other type of relationship which may exist or has existed at any time since June 10, 1975 between Kraham Leasing Corporation, or any of its (a) officers, (b) agents, or (c) subsidiary or affiliated corporations or businesses and Trump Management, or any of its (a) officers, (b) agents, or (c) subsidiary or affiliated corporations or businesses.

2. Please indicate if any of the contracts, leasing agreements, or relationships described above have been terminated or suspended or have otherwise become inactive or inoperative, and if so, please so indicate and provide us with the nature of the termination, etc.

3. Please provide us with copies of the contracts, correspondence or other instruments which were utilized in effectuating the contracts, terminations, etc., described in subparagraphs 1 and 2 above.

4. Please indicate the method by which Kraham Leasing Corporation was compensated for services provided under each contract, etc., described in subparagraphs 1 and 2 above. If fees or compensation are or were received from applicants for rental or from persons who actually rent or lease apartments through Kraham Leasing Corporation, please describe the method by which such fees, etc., are or were computed and the amounts which would be levied for apartments of various rental price categories.

5. It would also be appreciated if you would advise us of the steps a typical applicant for an apartment would take from the time he or she inquired at a Trump building until he or she signed a lease. This

applies to Trump buildings which are or were leased through Krahnn Leasing Corporation. We are interested in determining at what point in the process the application was presented to an applicant, when an applicant was told whether he or she met the qualifications to be a tenant and where each such step occurred (i.e., at the apartment complex, at a Krahen office, or elsewhere).

Your cooperation in this matter is appreciated. If you have any questions or wish to discuss the information we have requested, please do not hesitate to contact us. The attorneys who are assigned to this matter are David Kelley (202-739-4180) and Carl Gabel (202-739-2193).

Sincerely,

J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division

By:

Frank E. Schwelb
Chief
Housing Section

T. 7/16/76

JUL 27 1

Director
Federal Bureau of Investigation

DJ 175-52-28

J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division

JSP:PJBrsaf

Trump Management Company
New York, New York
Discrimination in Housing, Title VIII
CIVIL RIGHTS ACT OF 1968

Reference is made to your report of November 6, 1972, by Special Agent (b)(7)(C) in the above-captioned matter, field office file No. 177-69.

PJB 7-16-76 JSP Cmt 7/27/76

On October 15, 1973, this Department filed a complaint against the subject alleging, in part, that the subject had discriminated in the rental of housing units by applying different terms and conditions of rental to blacks and other minorities and by advising that no units were available for rent when such units were in fact available. A consent decree was entered on June 10, 1975, which enjoined the defendant from continuing its discriminatory actions and ordering an affirmative program of compliance with the Fair Housing Act.

Pursuant to the terms of the decree the defendant has submitted periodic reports to this Department containing, among other things, information regarding the number of blacks and other minority persons who inquired about, applied for, and rented apartments at the various buildings owned and managed by the defendant. Our analysis of the reports submitted to date indicates that the defendants and/or its agents may be employing a pre-application screening process which may serve to exclude prospective blacks and other minority applicants on account of race or color.

cc: Records
Chrono
Briney
File
USA - New York
Hold

Information which has been provided by the reports and from complaints forwarded to us by Open Housing Center, New York Urban League, indicates that Kraham Leasing Corporation was, for a period from late 1975 through June 1976, the exclusive rental agent for certain of Trump's buildings. As a result, it appears that persons who sought to become tenants at Trump's buildings were required to go to a Kraham office in order to rent an apartment. This practice, if followed, would constitute a violation of the provisions of Part V, paragraph B-1-a of the Consent Order which provides that "[a]pplications for tenancy will be received at the apartment building or complex where the tenant is applying for an apartment." One of the purposes of this investigation is to determine the extent to which this practice may exist. [It is our understanding that the Kraham agreement with Trump may have been terminated in either late June 1976 or terminated, in part, in early 1976.]

The information which we have also received from the Open Housing Center also indicates that the process by which persons obtain apartments may include a screening process prior to the submission of the application. This became apparent when the information in Trump's reports to the Court, required by the Consent Order, indicated that all of the persons who applied were accepted for rental but that many of those who inquired about apartments were not offered an opportunity to complete an application. According to the terms of the Consent Order, the qualifications of a person as an applicant are to be judged by the information provided on the application, unless the applicant is visibly drunk or under the influence of drugs or is abusive toward the rental personnel. Thus, the information requested in paragraphs 9, 10 and 14 below are designed to enable us to obtain information concerning this possible area of violation of the Order.

It was also brought to our attention that persons who obtain apartments through Kraham Leasing were required to pay a fee in addition to rent, cleaning fee, and security deposit in order to rent an apartment in a Trump building. If so, this may be in violation of the provisions of Paragraph 8-1-b, which sets forth the requirements for rental. Information requested in Paragraph 13 of this memorandum is designed to enable us to decide if such practice exists.

Lastly, we have also received a complaint that applicants for tenancy are given a "runaround" and are not advised of the existence of vacancies at buildings where they applied or at other Trump buildings. The provisions of Part V, paragraphs A-2-a require (a) the defendant Trump Management, Inc., and its agents (i.e., Kraham) to provide a list of available and vacant apartments and (b) the rental agents to inform applicants of the availability of the lists of all vacant apartments at the defendant's rental offices. The information requested in paragraph 8 of this memorandum is designed to determine if this provision of the Order has been violated.

The other information requested in this memorandum is designed to enable us to decide if the terms of the Order are being fully complied with. For your information, copies of the Court's Consent Order of June 10, 1975, are attached. The specific provisions which deal with the rental of apartments begin on page 12, in Part V.

In order to determine whether the subject is in compliance with the Court's order, please conduct the following limited investigation.

I.

Attachments A and B together contain the names and addresses of thirty persons who have recently rented apartments at apartment buildings owned by the Trump Management Company and which are subject to the consent decree. Please secure responsive personal interviews from ten people listed on Attachment A and ten people listed on Attachment B (a total of twenty people) in order to obtain the following information:

1. Please obtain full background information for the person being interviewed, including address, telephone number at home and at work, age, race, occupation, place of employment, marital status, and family size.

2. Ascertain how the interviewee learned of the apartment (i.e., newspaper ad, brochure, word of mouth, etc.) If the interviewee learned of the apartment by word of mouth, obtain the name, address, and phone number of the person providing the information to the interviewee. Ascertain why the interviewee decided to apply or inquire there. If the interviewee responded to an advertisement or to a brochure, please determine whether the ad or brochure contained the Equal Housing Opportunity statement as required by the Consent Decree in this case. If available, obtain a copy of the brochure.

3. Please determine the date on which the interviewee inquired about an apartment, whether he/she inquired in person or by telephone, the place (i.e., rental office at a particular building or a central rental office including the name of the office, the address and the telephone number if known), the name and position of the person with whom he/she spoke, and whether he/she was treated in a courteous manner.

4. Determine if the interviewee knew that a vacancy existed when he/she inquired, and if so, the basis of that knowledge.

5. If the interviewee inquired in person, please determine whether he/she saw a Fair Housing poster in the rental office, or in any other location in the building when he/she inquired about an apartment.

6. Please ascertain the size of apartment (i.e., number of rooms or number of bedrooms) and the price range which the interviewee requested. Determine whether the interviewee desired an apartment with special features (i.e., utilities included, particular floor, balcony, etc.) and whether this was communicated to the rental agent. Determine whether the interviewee was shown model apartments and/or any other apartments, whether these apartments fit the description given to the agent, and the condition of the apartments shown. Determine the rental rate of the apartments shown.

7. Please determine if the interviewee requested to see any other apartments and if so, whether he/she was shown other apartments. If he/she was not shown any other apartments, ascertain the reason.

8. If no apartments or no apartments meeting the description given the agent by the interviewee were available at the building the interviewee inquired about, determine if the interviewee was referred to any other Trump buildings by the rental agent. Determine the manner in which he/she was referred (i.e., was he/she informed orally of other available apartments, was he/she shown a list of other available apartments, etc.) If he/she was referred to other buildings, ascertain the name(s) and address(es) of those buildings and determine whether the interviewee inquired there. If the interviewee inquired at another building(s), please obtain the information described in paragraphs 3 through 6 and the following paragraphs for each of the other buildings where he/she inquired.

9. Determine what the interviewee was told by the agent with regard to the criteria which he/she would be required to meet in order to be eligible to rent an apartment (i.e., minimum income level, family size, length of employment, amount of security deposit, etc.)

10. Please determine whether the interviewee was offered an application or whether he/she requested an application. Ascertain at what point during the contact with the rental agent the interviewee obtained the application (i.e., after the initial inquiry regarding apartments, after discussing the rental criteria, etc.) Determine whether the interviewee was questioned by the agent regarding the interviewee's ability to meet the rental criteria before being given an application.

11. Ascertain whether the interviewee was offered or obtained an application at the office in the building he inquired about or at a different location. If the application was obtained at a different location, please determine the name of the office and its address.

12. Determine whether the interviewee completed a rental application. If he/she did not, ascertain the reason. If an application was completed, please determine when the application was completed and what kind of information it requested (e.g., credit references, names of employers, income, former employers, former addresses, etc.) Also determine whether the interviewee was required to make a deposit when he filled out the application and if so, the amount of the deposit.

13. Please ascertain whether or not the interviewee was required to pay a finder's or application fee in addition to a deposit, if any, to hold the apartment during the application process. If she/he paid such a fee, determine the amount of the fee and to whom it was paid.

14. Please determine when the interviewee learned that he/she had been accepted for occupancy at the subject's building. If this date is different from the date he/she applied, please determine whether he/she had to call the rental office to learn of the disposition of his/her application, or whether he/she was called by an employee of the subject. In either case, please obtain all details, including the number of calls made and received. Please determine the date when the interviewee moved into the apartment and whether or not he/she had been placed on a waiting list prior to occupancy.

15. Determine if interviewee ever inquired about living in an apartment at any other building owned by Trump Management Company. If so, please determine the name of the other building(s) where he/she inquired and the date of the inquiry. Please ascertain whether he/she completed an application at that building(s), and if not, the reason. Determine whether he/she was referred by the agent(s) at that building(s) to any other building(s) owned either by Trump or by others. If the interviewee was referred to other buildings, ascertain the name, address, owner or manager of the building (if known), and the interviewee's experiences there if he/she went to or applied at such building(s).

16. Please determine the interviewee's understanding of the subject's policy or practice with regard to the rental of apartments to blacks or other minorities. If he/she knows of such a policy or practice, please determine how he/she became aware of it (i.e., statements by apartment employees, etc.)

17. Please determine if the interviewee is aware of any instance in which a black or other minority person was not rented an apartment at a building or complex owned by Trump. Please secure all details including the name and address of the person excluded, if known, the reason for the exclusion, and how the interviewee acquired the knowledge of the exclusion.

II.

This Department has received a number of complaints from prospective black and other minority tenants regarding the rental procedures utilized by the Trump Management Company. We are in the process of drafting proposed revisions in the subject's rental practices. Under the terms of the consent decree these proposed changes must be forwarded to the subject prior to being filed in court. In order to make the results of this investigation available for use in drafting the revisions, please complete and report this investigation to us within two weeks from the date of this memorandum.

MEMORANDUM OF CALL

TO: Carl

☐ YOU WERE CALLED BY— ☐ YOU WERE VISITED BY—

OF (Organization)

☐ PLEASE CALL → PHONE NO. CODE/EXT.

☐ WILL CALL AGAIN ☐ IS WAITING TO SEE YOU

☐ RETURNED YOUR CALL ☐ WISHES AN APPOINTMENT

MESSAGE

Very Impt.!

Krakow no longer leasing for Trump. This incident occurred before arrangement terminated.

RECEIVED BY (b)(7)(C) DATE 7/12 TIME 5:07

STANDARD FORM 63
REVISED AUGUST 1967
GSA FPMR (41 CFR) 101-11.6

GPO 1969—645—10—30841-1 882-389

63-108

Open Housing Center
New York Urban League

1500 Broadway, New York, N.Y. 10036 (212) 730-5238
Betty Hoeber, Director



July 8,1976

U. S. Dept. of Justice
Civil Rights Division
Housing Section
550 Eleventh Street, N. W.
Washington, D. C. 20530

Attention: (b)(7)(C)

The following is Trump incident that occured on July 7,1976, and earlier as elicited from our client (b)(7)(C) (b)(7)(C)

About two weeks ago (b)(7)(C) went to Kraham Realty and was interested in a 3½ room apartment at Highlander Hall, 164-20 Highland Avenue. Apartment 3C was on the list prepared by Trump dated June 24th. A salesman named (b)(from Kraham took (b)(7)(C) to the building and the superintendent (b)(7)(C) told them that the occupant was still in the apartment and couldn't be disturbed. Further, (b)(wasn't sure if (b)(7 was actually moving out, so the apartment couldn't be shown. (b)(7) did not respond in any way to this information and left the building with (b)(7)(C)

On July 7th (b)(7)(C) returned to Kraham and was told by (b)(7)(that Kraham no longer had any business relationship with Trump and that (b)(7)(C) should go directly to any buildings (b)(7 was interested in. (b)(7)(C) had a current July 1st list and went to the Highlander, since apartment 4F was listed on it. (b)(7)(C) saw (b)(7)(C) who said there were no apartments available. (b)(7)(C) informed (b)(7)(C) that (b)(7 had the current listings and was interested in the 3½ room apartment, 4F. (b)(7)(C) replied that the 3½ was rented 2½ weeks ago; that a man had come to see the 4½ and was coming back (although (b)(7)(admitted that no application or deposit had been left); and there was only one studio which had been rented that very morning by Kraham.

(b)(7)(C) then called our office and informed us of what had happened.

I called (b)(7)(C) who said (b) knew nothing of Krahams discontinuance and would check on the apartments available at Highlander Hall and call me back.

A short while later (b)(7)(C) did return my call and informed me that Kraham had called the Trump office on Tuesday July 6th to indicate their dissatisfaction with the arrangement and would no longer be showing Trump apartments in Jamaica Estates. However, at the same time (b)(7)(C) went on to say that Kraham had indeed rented or taken applications on two apartments at the Highlander that morning, July 7th. Very confusing, to say the least!

In addition, an application had been taken on apartment 4F and was dated June 30th, which was not 2½ weeks ago. The reason it went on the list, (b)(7)(C) explained, is that it had not yet been approved or checked out. However, (b)(7)(added, there were still 3 apartments available at the Highlander on July 7th; 6N and 3P, both studios, and 3M the 4½ room apartment. (b)(7)(C) requested that (b)(7)(C) return to the building and (b) would see to it that (b)(7)(C) showed (b)(7) any or all of these apartments.

This morning, July 8th (b)(7)(C) called to tell me that the Kraham arrangement was indeed over and we should so notify our clients. (b)(7) office, in turn, would notify all the superintendents that they were no longer to send applicants to Kraham but to show apartments themselves. In addition, (b)(7)(C) contacted (b)(7 this morning to say that (b)(7 had gone to Belcrest Hall, 162-15 Highland Avenue, seen a studio (b)(7 liked and filed an application with deposit, which (b)(7) (b)(7)(C) assured me would be processed quickly.

I suggested to (b)(7)(C) that some steps be taken to deal with superintendents who do not obey the consent decree, since Trump is responsible for the actions of these agents. Our office is really quite annoyed about these incidents, since it puts an unfair burden on clients, forcing them to call us, return to buildings, confront unpleasant or deceitful supers, and be subjected to treatment they should not be receiving, given the terms of the consent decree.

We have requested previously that Justice Dept. take some firm action in this respect and we again make this request. It is time these practices were stopped. The situations are not ameliorated simply because Trump office responds with corrective action and apologies when so informed, and it is time your office understands this.

Sincerely,

(b)(7)(C)

(b)(7)(C)

PS:

TRUMP MANAGEMENT, INC.
2611 WEST 2ND STREET
BROOKLYN, N. Y. 11223
SH 3-8030

DOCKETED
MAY 11 1976
CIVIL RIGHTS

May 7, 1976

David T. Kelly, Esq.
Enforcement Unit - Open Housing
Civil Rights Division
U. S. Department of Justice
550 11th Street, N. W.
Washington, D. C. 20530

Dear Mr. Kelly:

Pursuant to the Consent Order dated June 10, 1975, we are hereby forwarding our Third Report to your office containing the following:

1. Reports of all required information.
2. Copies of new employees signed statements.
3. All necessary correspondence relating to the Consent Order.
4. Copies of monthly ads.
5. Copies of all weekly vacancy lists previously submitted to Open Housing.

CERTIFIED 058571
MAY 11 1976
REGISTERED

(b)(7)(C)

IE:bb
Enc.

MAY 11 1976
CIV. RIGHTS DIV.

TRUMP
THE TRUMP ORGANIZATION
600 Avenue Z, Brooklyn, N.Y. 11223 • 743-4400

RECEIVED
MAY 6 10 34 AM '76
DEPT. OF JUSTICE
MAIL ROOM
ORUM

DOCKETED
MAY 7 1976
CIVIL RIGHTS

May 3, 1976

David T. Kelley, Esq.
Housing Section, Civil
Rights Division
Department of Justice
550 11th Street, N.W.
Washington, D.C. 20530

Dear Mr. Kelley:

I am enclosing herewith statement regarding a complaint we have recently received.

I hope the explanation proves satisfactory to you.

Very truly yours,

(b)(7)(C)

IE:jm
Enc.

MAY 7 1976

175-52-28
DEPARTMENT OF JUSTICE
24 MAY 6 1976
R.A.O.
CIV. RIGHTS

Argyle Hall, Beach Haven Apts. Beach Haven Shopping Center, Belcrest Hall, Chelsea Hall, Clyde Hall, Coronet Hall, Edgerton Hall, Falcon Apts, Fiesta Apts, Fontainebleau Apts, Green Park Essex Apts, Greer Park Sussex Apt, Gregory Apt, Grymes Hill Apts, Hague Towers, Highlander Hall, Kendall Hall, Lawrence Gardens, Lawrence Towers, Lincoln Shore Apts, Luna Shopping Center, Nautilus Hall, Oakdale Apts, Ocean Air Apts, Ocean Terrace Apts, Park Briar Apts, Park Towers Apts, Parlo Gardens, Pembroke Towers, Prospect Towers Saxony Hall, Sea Isle Apts, Shore Haven Apts, Shore Haven Shopping Center, Sinclair Farms Southhampton Apts, Sunnyside Towers, Sussex Hall, Swifton Village, Trump Village Apts, Trump Village Shop, Ct, Tysons Park Apts, Wedgwood House, Westminister Hall, Wiltshire Hall, Winston Hall.

I received a call on Tuesday, April 27, 1976 from (b)(7)(C) of the Open Housing Center who reported the following alleged incident:

A client of the Housing Center, (b)(7)(C) (b)(7)(C) employed at (b)(7)(C) telephone number (b)(7)(C) visited our SHORE HAVEN apartment development to secure a 2-bedroom apartment.

Our Renting Agent, (b)(7)(C) showed (b)(7) an apartment at 8831 20th Avenue. (b)(7)(did not like this apartment and requested to see another. It is reported that (b)(7)(C) informed (b)(7) that (b) had another but it was not in good condition.

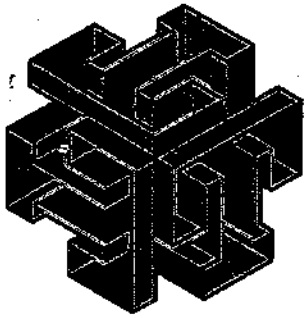
(b)(7) left and reported the incident to (b)(7)((b)(7)(C)

Upon receipt of (b)(7)(C) call, I contacted (b)(7)(C) and set up an appointment for (b) for Saturday, May 1, 1976, at which time I promised (b)(7)(C) would be shown three different 2-bedroom apartment layouts ---- Apt. 1G, 1493 Shore Parkway, Apt. 2B, 8861 20th Avenue, and Apt. 1F, 8831 20th Avenue.

(b)(7)(C) thanked me for my efforts and cooperation.

I then notified (b)(7)(C) of the action I had taken.

(b)(7)(C) called the afternoon of May 3 to report (b)(rented Apt. 5G at 8869 - 20th Avenue. (b)(7)(C) stated that the Rental Agents were extremely cordial to (b)(7)(C) and (b)(7)(C) is very content and happy.



THE TRUMP ORGANIZATION
600 AVENUE Z
BROOKLYN, N.Y. 11223



David T. Kelley, Esq.
Housing Section, Civil Rights Division
Department of Justice
550 11th Street, N.W.
Washington, D. C. 20530

Open Housing Center
New York Urban League

1500 Broadway, New York, N.Y. 10036 (212) 730-5238
Betty Hoeber, Director



DOCKETED

MAY 5 1976

April 30, 1976

CIVIL RIGHTS

Ms. Donna Goldstein
U. S. Dept. of Justice
Housing Section-Civil Rights Div.
550 Eleventh Street, N. W.
Washington, D. C.

Dear Donna:

Not too long ago (b)(7)(C) of Trump Management advised our office that (b)(7)(C) and (b)(7)(were both no longer employed at the Shorehaven Rental office; the former retiring due to ill health and the latter fired. I informed your office of this, hoping the Equal Employment section of the consent decree might be brought into play and a person of color hired at this office.

However, the above two were replaced by (b)(7)(C) and (b)(7)(C) On 4-26-76 (b)(7)(C) called our office stating that (b)(and (b)(7)(C) both Black, went to the Shorehaven office on April 24th and saw (b)(7)(C) They inquired about a two bedroom apartment and (b)(7)(C) showed them apt. 1E at 8831 20th Avenue, which was in disrepair, although they were advised it would be in shape in time for rental. (b)(7)(C) asked if there were any other similar sized apartments available, and (b)(7)(C) said there was one other, but it was smaller than the one they had just seen. In addition (b)(7)(C) said that (b)(7)(C) was extremely rude, acting in a manner to discourage their applying. (b)(7)(interrupted his discussion with the (b)(7)(C) several times to talk to prospective applicants, although (b)(7)(C) says (b)(did not do this when they came to the office.

On Monday 4-26-76 (b)(7)(C) who works for the (b)(7)(C) (b)(7)(C) which receives the Trump lists in the mail, saw a copy of the list sent from this office on 4-19, and there were nine 4½ room apartments on it.

175-52-28

DEPARTMENT OF JUSTICE
20 MAY 3 1976
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MAY 1976

(b) immediately called the Shorehaven office and spoke to a (b)(7)(C) indicating that (b)(7) had just seen a Trump list and what (b)(7 had been told by (b)(7)(C) 2 days earlier was untrue. The (b)(7)(C) later identified by (b)(7)(C) as (b)(7)(C became very indignant, said (b)(7 didn't know what list (b)(7 was referring to, and that there were only two apartments available in that size.

We had not yet received in the mail the day's list, which would have been prepared by the Trump office on the day before (b)(visit and so I suggested to (b)(7)(C) that we wait before calling (b)(7)(C) until the list came in. It arrived on Tuesday, 4-27-76 and it contained 7 apartments in that 4½ room size.

I immediately called (b)(7)(C) and informed (b) of what had happened. (b)(7) apologized profusely, acknowledging without even seeing the list that there were more than 2 4½ room apartments available. (b)(7 made no effort to explain the behaviour of (b)(7)(C) and (b)(7)(C) and further explained that (b)(had been told that (b)(7)(C) had solicited money under the table from a white applicant. I asked (b)(7)(C) what (b)(planned to do about the above, other than calling (b)(7)(C) to apologize and invite (b)(7) to come out again and be shown several apartments. While (b)(7)(response was not definitive, it implied that (b)(would reinstruct both as to the decree and proper business practice. (b)(7) then took (b)(7)(C) office telephone number to call (b)(7)(

I feel that the entire procedure is extremely unsatisfactory. It seems to me that any employee that violates the decree after having been instructed accordingly ought to be fired. (b)(7)(C) and several others have had to go back a second time in order to receive proper and equal treatment, which imposes a burden of time and money which is discriminatory; not to mention the indignity and humiliation of the treatment received.

We ask that some immediate action be taken regarding the rental staff at Shorehaven.

Sincerely,

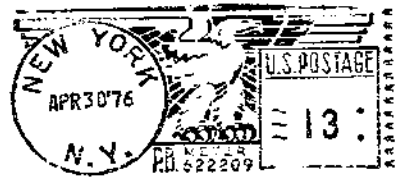
(b)(7)(C)

PS :

(b)(7)(C)

Open
Housing
Center
New York Urban League
1500 Broadway, New York, N.Y. 10036





Ms. Donna Goldstein
U. S. Dept. of Justice
Housing Section-Civil Rights Div.
550 Eleventh St., N. W.
Washington, D. C. 20530

T. 3/15/76

JSP:FES:DG:eym
DJ 175-52-28

MAR 1 5 1976

DG

FJS
3/11

Mr. Robert Chandler
The Ford Foundation
320 E. 43 Street
New York, New York 10017

Dear Mr. Chandler:

I am writing to you in reference to Betty Hoeber's request that the Open Housing Center receive a grant from the Ford Foundation in order to further pursue its work in the field of fair housing and initiate an innovative program in the area of sex discrimination in housing. The Open Housing Center has been most helpful in aiding in the implementation of this Department's responsibilities under the Fair Housing Act of 1968, and any expansion of its activities particularly in the area of sex discrimination, could contribute substantially to equal housing opportunity.

Under the Fair Housing Act of 1968, the Attorney General has the authority to take appropriate action, including the institution of Court action, if he has reasonable cause to believe that any person or group of persons has engaged in a pattern or practice of discrimination on account of race, color, religion, sex or national origin or that any group of persons has been denied rights secured to them by the Act, and such denial raises an issue of general public importance. Since the Fair Housing Act has become effective, the Justice Department has filed over 200 fair housing lawsuits against more than 300 defendants.

Two of the most important court suits brought by the United States under the Fair Housing Act have been against major landlords in New York City, each of whom controls over 10,000

cc: Records
Chrono
Goldstein
Trial File
Ms. Hoeber

rental units. The first, United States v. Lifa Realty Co., et al., C.A. No. 70-C-964 (E.D. N.Y.) charged the Lefrak Organization with "steering" prospective tenants to particular buildings along racial lines. The case was based, in large part, on information provided to this Department by Ms. Hoeber's operation with regard to the experiences of bona fide applicants for apartments and of "checkers" and "testers" who were used to determine whether Life Realty practiced discrimination. This case was settled by the entry of a "consent decree" prohibiting discrimination by Life Realty and directing the defendants to take unusually comprehensive steps to correct the effects of past discrimination, including provision for a financial incentive for black and Puerto Rican tenants to move to previously white buildings from which they had allegedly been steered away. As a result of the decree, and its subsequent utilization by the Open Housing Center, there was a substantial rise in the number of blacks and Puerto Ricans who applied for and were admitted to residency in Lefrak buildings. Moreover, the percentage of new black and Puerto Rican tenants who rented apartments in generally "white" buildings rose from an insignificant one to almost exactly 50%. The decree was one of the most successful secured by the United States, and the Open Housing Center's contribution to that success was significant.

The second major case brought by the United States largely on the basis of information provided by the Open Housing Center is United States v. Trump, et al., C.A. No. 73-C-1529 (E.D. N.Y.). In that case, which was also settled by a Consent Order, the United States charged defendants, the large Trump organization, with refusing to rent to blacks at certain of their apartment buildings. The Open Housing Center made a significant contribution to the preparation of the Trump case, through "testing" and by providing this department with information concerning discriminatory treatment of "bona-fide" applicants. Moreover, the Center has played, and continues to play an important role in implementing the Trump Order.

The activities of the Open Housing Center in "checking" and "testing" compliance with the fair housing laws are of major importance in promoting equal housing opportunity. As one Court has observed, discrimination is often impossible to establish without such testing. Hamilton v. Miller, 477 F.2d 908 (10th

Cir. 1973). The social utility of fair housing groups which engage in such activity has been explicitly recognized by a number of courts. See, e.g., United States v. Youritan Constr. Corp., 370 F. Supp. 643 (N.D. Calif. 1973). In the light of this Department's responsibilities in the field of equal housing opportunity, and of the fact that we have only 24 attorneys to bring fair housing lawsuits across the country, we believe it is important that local fair housing groups receive funding in order to continue to provide us with information about allegedly racially discriminatory conduct.

In August, 1974, the Fair Housing Act was amended to prohibit sex discrimination in housing in addition to the previously prohibited categories of race, color, religion and national origin. This Department considers the enforcement of the 1974 amendment to be a priority, and has established a Sex Discrimination Unit within the Housing Section to facilitate that end. However, our resources are limited, and therefore the program that Ms. Hoeber proposes to initiate would provide important information to this Department and could significantly aid us in our enforcement responsibilities.

I know Ms. Hoeber and I believe that she directs a professional organization and the information that she has forwarded to this Department has been very reliable. She has provided persuasive evidence of discrimination by those who have practiced it, while avoiding any disposition to find violations by non-violators.

If I can be of any further assistance, please feel free to contact me at (202) 739-4123 or the Director of our Sex Discrimination Unit, Ms. Donna Goldstein at (202) 739-4150.

Sincerely,

J. STANLEY POTTINGER
Assistant Attorney General
Civil Rights Division

By:

FRANK E. SCHWELB
Chief, Housing Section

cc: Ms. Betty Hoeber
Director, Open Housing Center
1500 Broadway
New York, New York 10036

RECEIVED 2

TRUMP CONSTRUCTION COMPANY

600 AVENUE Z BROOKLYN, N. Y. 11223 SHEEPSHEAD 3-4400

MAR 18 12 06 PM '75
DEPT. OF JUSTICE
MAIL ROOM
ORDM

DOCKETED

CIVIL RIGHTS

March 15, 1976

David T. Kelley, Esq.
Housing Section, Civil Rights Division
Department of Justice
550 - 11th Street, N.W.
Washington, D. C. 20530

Dear Mr. Kelley:

I am in receipt of a complaint from Mrs. Betty Hoeber of the Open Housing Center, New York Urban League, concerning (b)(7)(C) an employee of the (b)(7)(C).

In order to clarify the situation and refute the charges made by (b)(7)(C) I am enclosing a memorandum of this particular incident.

Very truly yours,

(b)(7)(C)

IE:jm
Encs.

175-52-28
DEPARTMENT OF JUSTICE
24 MAR 18 1976
CIV. RIGHTS DIV.
RECORD

22 MAR 1976

REGARDING ALLEGED INCIDENT
BEACH HAVEN MANAGEMENT OFFICE
FEBRUARY 18, 1976

On Thursday, February 19, I received a message to call Mrs. Betty Hoeber of the New York Urban League. I proceeded to call (b)(7) at which time (b)(7) informed me that a young (b)(7)(named (b)(7)(C) (business phone (b)(7)(C) (b)(7)(C) was given a "run-around" by the personnel in our Beach Haven Management Office.

I asked (b)(7)(C) to elaborate and (b)(7) stated that (b)(7)(C) came down seeking an apartment and was told that there weren't any 2-bedroom apartments available and (b) was not shown anything.

I informed (b)(7)(C) that this was very hard to believe and I suggested that we investigate and get the facts from both parties, the people at my office as well as (b)(7)(C)

(b)(7)(C) gave me (b)(7)(C) telephone number and I told (b)(7) I would get back to (b) as soon as possible.

I then called (b)(7)(C) who gave me the following information:

(b)(7) was sent by the Personnel Manager of (b)(7)(C) (b)(7)(C) to seek an apartment at the Trump Village Co-Op. Somehow (b) entered the Trump Village Rental Building at Ocean Parkway where (b)(7 inquired about the availability of a 2-bedroom apartment. (b)(7)(was informed that this is handled at the main office and given the address 2611 West 2nd Street.

When (b) arrived at 2611 West 2nd Street, (b) entered the Beach Haven Renting Office (not the Management Office), and asked the Rental Agent, (b)(7)(C) for a 2-bedroom apartment at Trump Village. (b)(informed (b)(7)(C) did not handle this and told (b)(7)(to go around the corner to the Management Office. We have large outdoor signs directing people to the Beach Haven Rental Office and signs to our Management Office which handles all of our properties.

(b)(7) did and saw our Office Manager, (b)(7)(C) Once again, (b) made (b)(7) request known (2-bedroom apartment at Trump Village). (b)(7)(C) had our unit manager, (b)(7)(C) who is in charge of Trump Village, speak to (b)(7)(C)

(b)(7)(C) told (b)(7)(C) was actually interested in a co-op apartment and (b)(was informed that we had nothing whatsoever to do with the co-op apartments at Trump Village, but we do own two rental buildings in Trump Village---and we had a waiting list of approximately two years. (b)(7 requested to be put on the waiting list and (b) name was taken by (b)(7)(C) and placed on this list.

(b)(7)(C) further informed me that on Thursday, February 19, (b) called the New York Urban League for assistance in (b)(7) housing needs. When (b)(7)(C) suggested that (b)(7) visit some of the Trump buildings in Brooklyn, (b)(7)(C) informed (b)(that (b)(had already been down and that they had no 2-bedroom apartments. In actuality, (b)(7 was relating (b)(7 experience referring to the Trump Village apartment complex and not the various individual buildings which the Trump Management Agency owns and manages.

All of the above information was verified by our employees and at no time did (b)(7)(C) indicate an interest in anything except an apartment in Trump Village because of its low rental, which also included gas and electricity. (None of our other Brooklyn buildings include free electricity).

Upon the termination of my conversation with (b)(7)((b)(7)(C) I offered (b)(7) the opportunity to come down and perhaps interest (b)(7 in one of our other buildings. (b) informed me (b)(7) could only pay $235.-$240. per month for a 2-bedroom apartment, providing that utilities were included (gas and electricity).

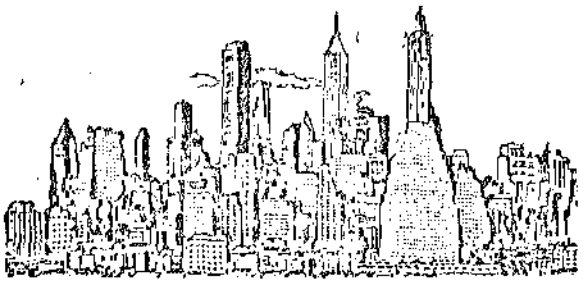
I thanked (b) for (b)(7) cooperation and gave (b)(7) my name and phone number and told (b)(7) not to hesitate to call me if (b)(7) should change (b)(7 mind and wish to secure an apartment through the Trump Management Agency.

I then called (b)(7)(C) and informed (b)(7) of the results of my investigation and of my conversation with (b)(7)(C) (b)(7) Nevertheless, (b)(7) remained adamant over the fact that (b)(7)(C) was not treated properly. This is a statement which we must strenously refute!

I also informed (b)(7)(C) that when people specifically request an apartment in Trump Village, we will attempt to interest them in our privately-owned rental buildings, although rentals are not nearly as low as the Trump Village apartment complex due to the State financing and tax abatements which exist at these buildings.

Open Housing Center
New York Urban League

1500 Broadway, New York, N.Y. 10036 (212) 730-5238
Betty Hoeber, Director



February 24, 1976

(b)(7)(C)
Trump Management Company
2611 West 2nd Street
Brooklyn, New York 11223

Dear (b)(7)(C)

This will confirm our telephone conversation of February 19th in which we stated our concern that the provisions of the Consent Decree under the heading "Providing Rental Information to Apartment Seekers" are not being carried out.

Specifically we refer you to the following on page 16:

> "a. *Defendant shall maintain at its central offices at* 2611 West 2nd Street, Brooklyn, New York and 2064 Cropsey Avenue, Brooklyn, New York, a Central Listing, to be compiled on a weekly basis, of each currently vacant or available apartment in the New York area, and of each apartment expected to be vacant or available in the New York area within the next thirty days. This list shall include the type of apartment, the number of rooms, the monthly rent, and the date of availability and shall be shown to all persons inquiring about available apartments." *

We feel certain that observing this provision would prevent much of the confusion which arises when apartment seekers go to the Trump rental offices.

(b)(7)(C) employee of the (b)(7)(C) who recently asked for a "Trump Village" apartment, not knowing the several names of the Trump developments in the area and not understanding the differences in the rental offices is an example of an apartment seeker

* Underscoring ours.

Officers of the New York Urban League

President	Chairman	Secretary	Executive Director
Mrs. Cyrus Vance	George M. Brooker	Mrs. Theodore W. Kheel	Horace W. Morris

who should have been provided the information specified in above section of the Consent Decree. Instead, (b)(left the offices thinking there were no two-bedroom apartments available.

We feel sure that showing these lists to all persons inquiring about available apartments would reduce the number of problems we find it necessary to bring to you.

Sincerely yours,

Betty Hoeber
Director

BH:ku

CC: Frank E. Schwelb
Chief, Housing Section
Civil Rights Division
Department of Justice
550 11th Street, N.W.
Washington, D.C. 20530

Donna F. Goldstein
Attorney, Housing Section
Civil Rights Division
Department of Justice
550 11th Street, N.W.
Washington, D.C. 20530

Henry Brachtl
Asst. U.S. Attorney
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York

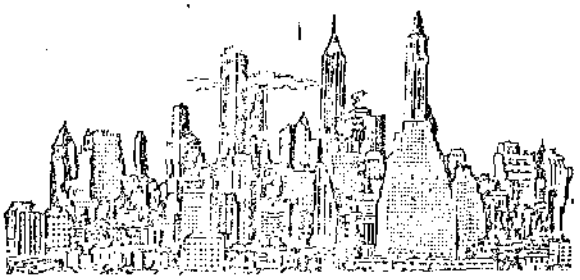
THE TRUMP ORGANIZATION
600 AVENUE Z
BROOKLYN, N. Y. 11223

EXCELLENCE
IN
REAL ESTATE
MANAGEMENT
and
CONSTRUCTION

David T. Kelley, Esq.
Housing Section, Civil Rights Division
Department of Justice
550 - 11th Street, N.W.
Washington, D.C. 20530

Open Housing Center
New York Urban League

1500 Broadway, New York, N.Y. 10036 (212) 730-5238
Betty Hoeber, Director



February 24, 1976

(b)(7)(C)
Trump Management Company
2611 West 2nd Street
Brooklyn, New York 11223

Dear (b)(7)(C)

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(b)(7)(C) employee of the (b)(7)(C) who recently asked for a "Trump Village" apartment, not knowing the several names of the Trump developments in the area and not understanding the differences in the rental offices is an example of an apartment seeker

* Underscoring ours.

Officers of the New York Urban League

President	*Chairman*	*Secretary*	*Executive Director*
Mrs. Cyrus Vance	George M. Brooker	Mrs. Theodore W. Kheel	Horace W. Morris

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We feel sure that showing these lists to all persons inquiring about available apartments would reduce the number of problems we find it necessary to bring to you.

Sincerely yours,

Betty Hoeber
Director

BH:ku

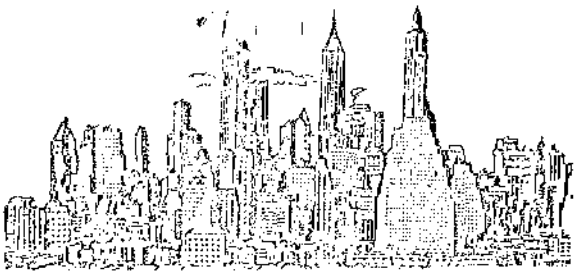
CC: Frank E. Schwelb
Chief, Housing Section
Civil Rights Division
Department of Justice
550 11th Street, N.W.
Washington, D.C. 20530

Donna F. Goldstein
Attorney, Housing Section
Civil Rights Division
Department of Justice
550 11th Street, N.W.
Washington, D.C. 20530

Henry Brachtl
Asst. U.S. Attorney
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York

Open Housing Center
New York Urban League

1500 Broadway, New York, N.Y. 10036 (212) 730-5238
Betty Hoeber, Director



February 24, 1976

FEB 25 1976 8:15 AM
FBI - NEW YORK

(b)(7)(C)
Trump Management Company
2611 West 2nd Street
Brooklyn, New York 11223

Dear (b)(7)(C)

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DOCKETED
CIVIL RIGHTS

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We feel certain that observing this provision would prevent much of the confusion which arises when apartment seekers go to the Trump rental offices.

(b)(7)(C) employee of the Morgan Guaranty Trust Company, who recently asked for a "Trump Village" apartment, not knowing the several names of the Trump developments in the area and not understanding the differences in the rental offices is an example of an apartment seeker

DJ File Encl 5/28/76

* Underscoring ours.

175-52-28
DEPARTMENT OF JUSTICE
24 FEB 26 1976
R.A.O.
CIV. RIGHTS DIV.
FEB 27 1976

Officers of the New York Urban League

President Mrs. Cyrus Vance — *Chairman* George M. Brooker — *Secretary* Mrs. Theodore W. Kheel — *Executive Director* Horace W. Morris

who should have been provided the information specified in above section of the Consent Decree. Instead, (b)(left the offices thinking there were no two-bedroom apartments available.

We feel sure that showing these lists to all persons inquiring about available apartments would reduce the number of problems we find it necessary to bring to you.

Sincerely yours,

Betty Hoeber
Director

BH:ku

CC: Frank E. Schwelb
Chief, Housing Section
Civil Rights Division
Department of Justice
550 11th Street, N.W.
Washington, D.C. 20530

Donna F. Goldstein
Attorney, Housing Section
Civil Rights Division
Department of Justice
550 11th Street, N.W.
Washington, D.C. 20530

Henry Brechtl
Asst. U.S. Attorney
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York

T. 2/10/76

FEB 10 1976

JSP:FES:DTK:gms
DJ 175-52-28

(b)(7)(C)
Trump Management Inc.
2611 West 2nd Street
Brooklyn, New York 11223

Re: United States v. Fred C. Trump, et al.,
Civil Action No. 73-C-1529

Dear (b)(7)(C)

DTK 2/10/76

This letter is to confirm our telephone conversations of January 16, 1976 and February 6, 1976 and our receipt of your letter of January 16, 1976. As you will recall in this Department's letter dated January 12, 1976, we had inquired regarding several matters related to the above-captioned defendant's first compliance report. Based on our telephone conversations on the above dates and your letter of January 16, 1976, I believe that the information about which we had originally inquired has now been obtained.

I appreciate your prompt attention to our inquiry.

Sincerely,

J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division

By:
David T. Kelley
Attorney
Housing Section

cc: Records
Chrono
File
David
Mr. Roy C. Cohn
Hold

LIGGETT 4-9004

Kraham Leasing Corporation

120-60 QUEENS BOULEVARD

(OPP. BORO HALL)

KEW GARDENS, L. I., 11415

FEB 12 [illegible] 1976

February 9, 1976

DOCKETED

FEB 17 [illegible]

CIVIL RIGHTS

Mr. Frank E. Schwelb
Chief Housing Section
United States Dept. of Justice
Washington, D.C. 20530

Re: U.S. vs Trump Mgmt. Corp.
Civil action No 73C-1529

Dear Mr. Schwelb:

FEB 13 1976 CIVIL RIGHTS SECTION

In response to your letter of February 2nd, 1976, I have enclosed a copy of one of the Ten (10) charts we maintain and submit to the Trump Mgmt. Corp. on a monthly basis.

In addition to these forms, we have been instructed to indicate on each application taken for an apartment, the race of the applicate. We maintain duplicate copies of all these records, they are available in our office at all times.

Please advise me at once if there are any additional records you require of our office and they will be instituted immediately.

Sincerely,

KRAHAM LEASING CORP.

Sam Miller

FEB 17 1976

SM:pp
Encl.

Sam Miller
President

95-52-28
DEPARTMENT OF JUSTICE
24 FEB 19 1976
CIV. RIGHTS DIV.

KRAHAM LEASING — RENTAL ANALYSIS REPORT

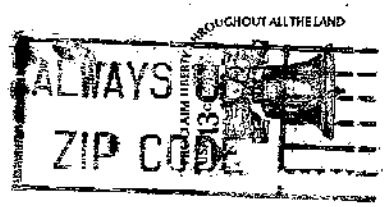
DATE: FROM 1/3/76 TO: 1/31/76

BUILDING: Clyde Hall ADDRESS: 82-05 166th St

DATE	NAME	RACE	SIZE & PRICE APT. SHOWN	APPLICATION MADE	COMPLETED	CANCELLED	REMARKS
1/6	(b)(7)(C)	Black	Studio 247.50	1/8	1/9/76		
1/26		Black	3½ 260				Too Small
1/31		Indian	3½ 367				
1/31		White	3½ 267				Too Small
1/31		White	3½ 267				Kitchen Small
1/31		White	3½ 267				Didn't like top floor
2/4		White	3½ 267.40	2/4		Took the [illegible]	
2/8		Black	3½ TF 267.40	2/9/76			Couldn't get in
2/8		White	3½ TF 367.40				

Kraham Leasing Corp.
120-60 QUEENS BOULEVARD
KEW GARDENS, L. I., N. Y. 11415





Mr. Frank E. Schwelb
Chief Housing Section
United States Dept. of Justice
Washington, D.C. 20530

T. 1-29-76

FEB 2 1976

JSP:FES:SHK:cmk
DJ 175-52-28

Mr. Sam Miller, President
Kraham Leasing Corp.
120-60 Queens Boulevard
Kew Gardens, N.Y. 11415

IP
1-30-76
RC
2/2

Re: U.S. v. Trump Mgt. Inc.,
Civil Action No. 73C-1529

Dear Mr. Miller:

We are in receipt of your letter of January 13, and fear that you have missed the import of our previous letters.

As my letter of November 28, 1975 indicated, Trump Management, Incorporated is bound by the terms of a consent order, which is entered in the United States District Court for the Eastern District of New York. This order carefully spells out what rental procedures Trump Management and its agents are required to follow in the leasing of its apartments. The responsibilities imposed by this order cannot be avoided by a delegation of authority, and therefore, all of the obligations imposed by the order, including record-keeping, reporting, and the right of the United States to inspect records, now apply to Kraham Leasing, as an agent of Trump Management, as well as to Trump. Of course, this obligation would apply only to the ten Trump buildings which Kraham has listings for.

cc: Records
Chrono
~~Kaltenborn~~ Pollack
Trial File
Cohn
(b)(7)(C)
Hold

In light of the above, we reiterate our previous request for the specific rental procedures that are being implemented for Trump buildings. We assume that Trump has made you aware of its obligations under the Order, and your responsibility to maintain records, make reports, and keep records available for inspection by the United States. If you have any questions relating to your obligations under the decree as an agent of Trump Management, we will be pleased to answer them.

We would appreciate your providing us with the information requested in this letter promptly.

Thank you for your cooperation in this matter.

Sincerely,

J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division

By:
Frank E. Schwelb
Chief
Housing Section

RECEIVED 2
JAN 21 10 35 AM '76
DEPARTMENT OF JUSTICE

Saxe, Bacon & Bolan, P.C.
39 EAST 68TH STREET
NEW YORK, NEW YORK 10021
(212) 472-1400
CABLE: SAXUM

JOHN GODFREY SAXE (1908-1953)
ROGERS H. BACON (1919-1962)

ROY M. COHN
DANIEL J. DRISCOLL
MICHAEL ROSEN
JOHN F. LANG

THOMAS A. BOLAN
COUNSEL

January 19, 1976

DOCKETED
JAN 22 ..
CIVIL RIGHTS

David T. Kelley, Esq.
Housing Section
United States Department of Justice
Washington, D.C. 20530

Files
BRA
7/30/82

Re: U.S. v. Fred C. Trump, et al.,
Civil Action No. 73 C 1529

Dear Mr. Kelley:

I have sent a copy of your letter over to the Trump organization, and I am sure they will be sending me their comments on the various inquiries you pose.

We will try to reply soon after my return from abroad.

Sincerely,

Roy M. Cohn

Roy M. Cohn

sb

175-52-98
DEPARTMENT OF JUSTICE
24 JAN 21 1976
R.A.C.
CIV. RIGHTS DIV.
RECORDED

JAN 22 1976

TRUMP MANAGEMENT, INC.
2611 WEST 2ND STREET
BROOKLYN, N. Y. 11223
SH 3-8030

JAN 19 11 [illegible] '76

January 16, 1976

DOCKETED

David T. Kelley, Esq.
Enforcement Unit - Open Housing
Civil Rights Division
U.S. Department of Justice
550 11th Street, N.W.
Washington, D.C.

CIVIL RIGHTS

Encls
CAA
1/30/76

Dear Mr. Kelley:

In reference to our conversation yesterday, I am enclosing for your records a complete list of Trump buildings with the number of apartments in each building.

With respect to the five (5) alleged violations mentioned in your letter of January 12, 1976, I am glad they were resolved to your complete satisfaction over the phone, based on my explanations of the items in question.

Very truly yours,

(b)(7)(C)

IE/lw
Encl.

175-52-28

DEPT. OF JUSTICE
JAN [illegible] 1976
CIV. RIGHTS DIV.

LIGGETT 4-9004

Kraham Leasing Corporation

120-60 QUEENS BOULEVARD
(OPP. BORO HALL)
KEW GARDENS, L. I., 11415

JAN 16 10 30 AM '76
DEPT. OF JUSTICE
MAIL UNIT

January 13th, 1976

DOCKETED
JAN 19 [illegible]
CIVIL RIGHTS

Mr. Frank E. Schwelb,
Chief Housing Section
United States Dept. of Justice
Washington, D.C. 20530

RE: JSP:FES:DEF:CMK
DJ 175-52-28

Dear Sir:

Please be advised that in our previous letter we referred to the voiding of a rental contract we had entered into with The Trump Organization. We interpreted your letter to us as indication that our "exclusive" renting rights in the Trump Buildings was contrary to your current agreement between yourselves and the Trump Organization.

We are continuing to act as independent Real Estate Brokers servicing the Trump Account. We receive an up-to-date weekly availability list from the Trump Organization and this list is incorporated into our overall list of available apartments to be rented in this area.

Respectfully,

KRAHAM LEASING CORP.

Sam Miller
President

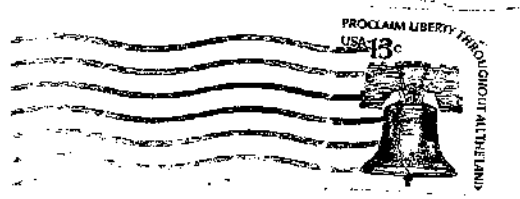
SM:pp

7/30/82
175-52-28

JAN 19 1976

Kraham Leasing Corp.
120-60 QUEENS BOULEVARD
KEW GARDENS, L. I., N. Y. 11415

U.S. POSTAL SERVICE, NY
PM
16 JAN
1976



Mr. Frank E. Schwelb,
Chief Housing Section
United States Dept. of Justice
Washington, D.C. 20530

RECEIVED
JAN 15 10 38 AM '76
DEPT. OF JUSTICE
MAIL UNIT

TRUMP MANAGEMENT, INC.
2611 WEST 2ND STREET
BROOKLYN, N. Y. 11223
SH 3-8030

January 12, 1976

DOCKETED
JAN 16 1976
CIVIL RIGHTS

David T. Kelley, Esq.
Enforcement Unit - Housing Section
Civil Rights Division
U.S. Department of Justice
550 11th Street, N.W.
Washington, D.C. 20530

Dear Mr. Kelley:

This is in reply to your letter of December 18, 1975 wherein you requested certain additional information concerning the (b)(7)(C) (b)(7) matter.

1. Kraham Realty was unable to furnish our office with the name of their agent who took the prospective applicant to the Wilshire Apts., inasmuch as they employ approximately 15 rental agents on their staff and experience quite a turnover in personnel. They did send us a leasing agreement with the initial date the prospective applicant came in to see Apt. 7FF (copy enclosed).

2. The name and last known address of the prospective applicant was (b)(7)(C) (b)(7)(C)

3. (b)(7)(C) Superintendent at the Wilshire said (b)(spoke to a rental agent at Kraham Realty who answered the phone. (b)(7)(C) did not ask the agent (b)(name nor does (b)(recall the name. (b) merely asked a question and was given a response by this agent.

I sincerely hope the above information will be of some assistance to you.

Very truly yours,

(b)(7)(C)

IE/lw

175-52-28
DEPARTMENT OF JUSTICE
JAN 15 1976
RECORD
CIV. RIGHTS DIV.
JAN 16 1976

KRAHAM LEASING
120-60 QUEENS BLVD.
KEW GARDENS, N.Y.

212/LI 4-9004

Date: _____

NAME (b)(7)(C)

HOW MANY IN FAMILY _____ PETS _____

HOME TELEPHONE _____

HOME ADDRESS (b)(7)(C)

BUSINESS TELEPHONE (b)(7)(C)

WHAT SIZE APT. _____

OCCUPANCY DATE _____

APPROXIMATE RENTAL _____

REMARKS

_____

_____

KRAHAM LEASING CORP.
REAL ESTATE BROKERS

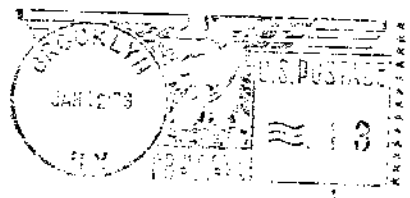
THIS WILL CONFIRM OUR AGREEMENT THAT KRAHAM LEASING CORPORATION REPRESENTING THE UNDERSIGNED AS BROKERS FOR THE PURPOSE OF LEASING IN THE CAPTIONED BUILDINGS, SHALL BE COMPENSATED IN THE AMOUNT OF _____ AS IF AND WHEN LEASEHOLD AGREEMENT IS CONSUMMATED.

SIGNED _____

APTS. SHOWN _____ DATE _____

Trump Management Agency
2611 WEST SECOND STREET
BROOKLYN, N. Y. 11223

EXCELLENCE
IN
REAL ESTATE
MANAGEMENT
AND
CONSTRUCTION



David T. Kelley, Esq.
Enforcement Unit - Open Housing
Civil Rights Division
U.S. Department of Justice
550 11th Street, N.W.
Washington, D.C. 20530

TRUMP MANAGEMENT, INC.
2611 WEST 2ND STREET
BROOKLYN, N. Y. 11223
SH 3-8030

January 12, 1976

David T. Kelley, Esq.
Enforcement Unit - Open Housing
Civil Rights Division
U.S. Department of Justice
550 11th Street, N.W.
Washington, D.C. 20530

File
JMT
75-52-28
7/30/82

Dear Mr. Kelly:

Pursuant to the Consent Order dated June 10, 1975, we are hereby forwarding our Second Report to your office containing the following:

1. Reports of all required information.

2. Copies of new employees signed statements.

3. All necessary correspondence relating to the Consent Order.

4. Copies of monthly ads.

5. Copies of all weekly vacancy lists previously submitted to Open Housing.

Very truly yours,

(b)(7)(C)

IE/lw
Encl.

T. 1-5-76

JAN 6 1976

JSP:FES:DFG:cmk
DJ 175-52-28

Mr. Sam Miller, President
Kraham Leasing Corp.
120-60 Queens Boulevard
Kew Gardens, N.Y. 11415

Re: U.S. v. Trump Management, Inc., Civil Action No. 73 C 1529

Dear Mr. Miller:

We are in receipt of your recent letter concerning our prior inquiry with respect to Kraham Leasing's rental responsibilities for apartment buildings in Jamaica, N.Y. owned and managed by Trump Management, Inc. Thank you for your prompt reply.

In your letter you indicate that Kraham Leasing is taking steps to "null and void" the rental agreement with Trump Management. To assure that there will be no misunderstanding, my letter of November 28, 1975 was to inform Kraham that the United States was objecting to changes in rental procedures which had been fully set out in the Consent Order. It was not intended to persuade you to take steps to nullify your agreement. However, since we have not heard from you since your December 5, 1975 letter, we would appreciate being advised as to the status of your agreement with Trump Management, Inc., whether Kraham Leasing still fulfills rental responsibilities for any

cc: Records
Chrono
Goldstein
Trial File
Hold

Trump Management buildings, and if Kraham Leasing still performs such rental responsibilities, the specific rental procedures being implemented for Trump buildings.

Thank you for your continued cooperation in this matter. I lookforward to hearing from you at your earliest possible convenience.

Sincerely,

J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division

By:
Frank E. Schwelb
Chief
Housing Section

cc: Roy Cohn, Esq.

DEC 18 1975

T. 12/17/75
JSP:FES:DTK:gms
DJ 175-52-28

(b)(7)(C)
Trump Management Agency
2611 West Second Street
Brooklyn, N.Y. 11223

42

Re: United States v. Fred Trump, et al
Civil Action No. 73 C 1529

Dear (b)(7)(C)

This is in reference to your letter dated October 3, 1975, concerning the three alleged complaints against Trump Management.

DTK 12/17/75

In an effort for us to complete our investigation we would like to request certain additional information concerning the (b)(7)(C) incident, which is as follows:

1. The name of the agent at Kraham Realty who took a prospective applicant to the Wilshire Apartments to put a deposit of #7FF.

2. The name and last known address of the prospective applicant who put a deposit on #7FF.

3. The name of the person who (b)(7)(C) allegedly spoke to concerning the availability of apartments #7G and 7FF.

cc: Records
Chrono
File
David
Mr. Roy M. Cohn
Hold

We look forward to receiving this information within 21 days. Thank you for your cooperation.

Sincerely,

J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division

By:

David T. Kelley
Attorney
Housing Section

cc: Roy M. Cohn

Saxe, Bacon & Bolan, P.C.
39 EAST 68TH STREET
NEW YORK, NEW YORK 10021
(212) 472-1400
CABLE: SAXUM

JOHN GODFREY SAXE (1909-1953)
ROGERS H. BACON (1919-1962)
ROY M. COHN
DANIEL J. DRISCOLL
MICHAEL ROSEN
JOHN F. LANG
[redacted]

THOMAS A. BOLAN
COUNSEL

DOCKETED
CIVIL RIGHTS
DEC 9 1975

December 5, 1975

Frank Schwelb, Esq.
Chief, Housing Section
United States Department of Justice
Civil Rights Division
Washington, D.C. 20530

Re: JSP:FES:DFG:cmk
DJ 175-52-28

U.S. v. Trump Management Inc.,
Civil Action No. 73 C 1529

Dear Frank:

I have your letter of November 28, 1975, reference Kraham. I see nothing in the arrangement that is anything other than routine and proper, nor do I note one single fact you allege that constituted any violation of the consent order.

Nevertheless, since you have raised the question, I shall certainly look into the matter and report back to you. I am leaving for the holidays shortly, and probably cannot get back to you with all the answers you request until after my return - but I'll do the best I can.

Best wishes for the coming year.

Sincerely,

Roy M. Cohn

Roy M. Cohn

sb
cc: (b)(7)(C)
Kraham Leasing Corp.

LIGGETT 4-9004

Kraham Leasing Corporation

120-60 QUEENS BOULEVARD
(OPP. BORO HALL)
KEW GARDENS, L. I., 11415

RECEIVED 2
DEC 5 1 40 PM '75
DEPT. OF JUSTICE
MAIL UNIT

United States Dept. Of Justice
J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division

Att: Frank E. Schwelb
Chief
Housing Section

DOCKETED
DEC 10
CIVIL RIGHTS

Re: U. S. v. Trump Management Inc., Civil
Action No. 73 C 1529

Dear Mr. Schwelb,

We have recently been retained for the the rental responsibilities of ten apartment buildings in Jamaica Estates owned by the Trump Management.

We were unaware of the terms of the Consent Order between the U. S. Govt., and the Trump Mgt., entered into in June of 75.

We are now in receipt of a copy of that order.

In as much as the United States Department of Justice feels that our new position with Trump Mgt., is contrary to the terms of the consent order entered into between Trump Mgt. and the U. S. Govt., we are taking steps to null and void this agreement.

Please be advised that we have never discriminated against any persons, and Trump Mgt., has never advised us to do otherwise.

Sincerely,

Sam Miller

Kraham Leasing Corp.
Sam Miller Pres.

CERTIFIED
DEC 5 1975
REGISTERED 24739

175-52-28
DEPARTMENT OF JUSTICE
24 DEC 9 1975
R.A.O.
CIV. RIGHTS DIV.

Kraham Leasing Corp.
120-60 QUEENS BOULEVARD
KEW GARDENS, L. I., N. Y. 11415



REGISTERED
NO. 24739

United State Dept. of Justice
Washington, D.C. 20530
J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division

Att: Frank E. Schwelb
Chief
Housing Section

T. 11-26-75

JSP:FES:DFG:cmk
DJ 175-52-28

NOV 28 1975

Kraham Leasing Corp.
120-60 Queens Boulevard
Kew Gardens, N.Y. 11415

Re: U.S. v. Trump Management Inc., Civil Action No. 73 C 1529

Gentlemen:

We have recently been informed that rental responsibilities for ten apartment buildings in Jamaica Estates, N.Y. owned by Trump Management has been transferred to your company. The United States entered into a Consent Order with Trump Management in June, 1975 which settled claims made by the United States that Trump had engaged in unlawful housing discrimination. That Order, a copy of which is enclosed for your information, imposed certain affirmative obligations on Trump. Accordingly we have notified counsel for Trump Management of our objections to these recent changes in rental procedures and responsibilities. A copy of our letter to Mr. Roy Cohn, counsel for Trump, is also enclosed.

Sincerely,

J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division

By:
Frank E. Schwelb
Chief
Housing Section

cc: Records
Chrono
Goldstein
Trial File
Hold

T. 11-25-75

JSP:FES:DFG:cmk
DJ 175-52-28

NOV 28 1975

Roy M. Cohn, Esq.
Saxe, Bacon, Bolan & Manley
39 E. 68th Street
New York, New York 10021

Re: U.S. v. Trump Management Inc., Civil Action No. 73 C 1529

Dear Mr. Cohn:

We are in receipt of (b)(7)(C)'s letter of November 12, 1975 in which (b)(advised this office of a substantial change in the rental procedure of Trump's Jamaica Estates properties. A copy of this correspondence is enclosed for your convenience.

After careful review of the Consent Order and of the first reports submitted by the defendant, we believe, at least in the absence of any showing to the contrary, that the recently implemented changes are inconsistent with the requirements of the Order and in violation of the Fair Housing Act.

The impact of the use of Kraham as exclusive rental agent at the affected properties is that residents of the affected buildings are now required to pay half a month's rent in addition to what similarly situated persons paid previously. Moreover Trump's first compliance report discloses that the buildings selected for these changed procedures are the

cc: Records
Chrono
Goldstein
Trial File
Hold
(b)(7)(C)
Kraham Leasing Corp.

buildings which attracted by far the highest proportion of applications from black persons. In addition, the proportion of completed rentals to blacks at these buildings is far greater than the proportion at other buildings. It is, of course, well settled that any procedure which tends to deny housing opportunities to a disproportionate number of blacks violates the Fair Housing Act in the absence of a showing of business necessity.

Of further concern to us is the effect the transfer of rental responsibilities to Kraham may have on the operation of certain provisions of the Order. As I am sure you are aware, the responsibilities imposed by the Order and by the Fair Housing Act, are non-delegable, and Trump may not avoid its obligations under the Order by delegating rental responsibilities to Kraham. All of the obligations imposed by the Order, including record-keeping, reporting and the right of the United States to inspect records, now apply equally to Kraham Leasing, as agent of Trump Management, with respect to the ten buildings for which Kraham has rental responsibilities. It is the obligation of Trump under the Order to ensure that Kraham carries out these responsibilities.

Accordingly, pursuant to Paragraph IX of the Consent Order, we hereby notify you, as counsel for Trump Management, that we believe these new rental procedures are in violation of the Consent Order. The Order affords the defendant fifteen days from notice of the complaint to respond to such notice. Accordingly, we request a response within fifteen days, and request that it include the following:

1. Whatever showing of business necessity or justification which Trump may care to make for the adoption of procedures which, whatever their motivation, adversely affect a disproportionate number of black persons. If you do not agree that a disproportionate number of blacks are affected, please provide the grounds for a contrary contention.

2. The basis on which the Jamaica buildings were selected for the new procedures.

3. A description of all steps which Trump Management has taken to assure that Kraham fulfills its obligations in conformance with the requirements of the Order and of the Fair Housing Act.

4. A full showing that Kraham has been made aware of its obligations, as Trump's agent, under the Order, including its responsibility to maintain records, make reports, and keep records available for inspection by the United States.

We would also appreciate it if you could forward to us a copy of the contract between Trump Management and Kraham Leasing. Any additional information which you may have regarding the transfer of rental responsibilities to Kraham will be helpful. We look forward to a prompt response so that this matter may be resolved expeditiously. In the absence of prompt agreement, we will, of course, have the responsibility to take whatever action is necessary to ensure full compliance with the Court's Order and with the Fair Housing Act.

Thank you for your consideration in this matter.

Sincerely,

J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division

By:
Frank E. Schwelb
Chief
Housing Section

cc: (b)(7)(C)
Kraham Leasing Corp.

TRUMP CONSTRUCTION COMPANY

600 AVENUE L BROOKLYN, N. Y. 11223 SHEEPSHEAD 3-4400

November 12, 1975

DOCKETED

NOV 17 1975

CIVIL RIGHTS

Mr. David Kelly
Enforcement Division
U.S. Dept. of Justice
550 11th Street, N.W.
Washington, D.C. 20530

Dear Mr. Kelly:

I have enclosed for your records a letter I have sent to the Open Housing Center regarding a number of our buildings located in the Jamaica Estates area.

If you have any questions regarding this correspondence, kindly do not hesitate to call me. I am usually out in the field in the mornings but I can be reached in my office any day after 3 P.M.

Sincerely yours,

(b)(7)(C)

IE/lw
Encl.

145-52-2-8

24 NOV 14 1975

CIV. RIGHTS DIV.

[illegible] CONSTRUCTION COMPANY
600 AVENUE Z BROOKLYN, N. Y. 11223 SHEEPSHEAD 3-440

November 11, 1975

(b)(7)(C)
Open Housing Center of the
National Urban League
150 Fifth Avenue
New York, N.Y. 10011

Dear (b)(7)(C)

I am writing to inform you that effective November 15, 1975, Kraham Leasing Corp., 120-60 Queens Boulevard, Kew Gardens, N.Y., will be the exclusive renting agents for our Jamaica Estates properties - namely the following:

Belcrest Hall, Clyde Hall, Coronet Hall, Edgerton Hall, Highlander Hall, Saxony Hall, Sussex Hall, Wexford Hall, Winston Hall and Wilshire Hall.

I therefore suggest you send all of your prospective clients directly to the Kraham offices where they will be interviewed and escorted to our buildings.

There will be one-half month rental fee borne by the prospective tenant and we are responsible for the other half month rent to Kraham for every completed transaction.

If you have any further questions, do not hesitate to call.

Sincerely,

(b)(7)(C)

IE/lw

TRUMP CONSTRUCTION COMPANY

600 AVENUE Z BROOKLYN, N. Y. 11223 SHEEPSHEAD 3-4400

Nov 14 11 58 AM '75
DEPT OF JUSTICE
CIVIL DIVISION

November 12, 1975

DOCKETED
NOV 17 1975
CIVIL RIGHTS

Mr. David Kelly
Enforcement Division
U.S. Dept. of Justice
550 11th Street, N.W.
Washington, D.C. 20530

Kelly
CBB
1/30/82

Dear Mr. Kelly:

I have enclosed for your records a letter I have sent to the Open Housing Center regarding a number of our buildings located in the Jamaica Estates area.

If you have any questions regarding this correspondence, kindly do not hesitate to call me. I am usually out in the field in the mornings but I can be reached in my office any day after 3 P.M.

Sincerely yours,

(b)(7)(C)

IE/lw
Encl.

175-52-28
DEPARTMENT OF JUSTICE
24 NOV 14 1975
R.A.U.
CIV. RIGHTS DIV.

TRUMP CONSTRUCTION COMPANY

600 AVENUE Z BROOKLYN, N. Y. 11223 SHEEPSHEAD 3-4400

November 11, 1975

(b)(7)(C)
Open Housing Center of the
National Urban League
150 Fifth Avenue
New York, N.Y. 10011

Dear (b)(7)(C)

I am writing to inform you that effective November 15, 1975, Kraham Leasing Corp., 120-60 Queens Boulevard, Kew Gardens, N.Y., will be the exclusive renting agents for our Jamaica Estates properties - namely the following:

Belcrest Hall, Clyde Hall, Coronet Hall, Edgerton Hall, Highlander Hall, Saxony Hall, Sussex Hall, Wexford Hall, Winston Hall and Wilshire Hall.

I therefore suggest you send all of your prospective clients directly to the Kraham offices where they will be interviewed and escorted to our buildings.

There will be one-half month rental fee borne by the prospective tenant and we are responsible for the other half month rent to Kraham for every completed transaction.

If you have any further questions, do not hesitate to call.

Sincerely,

(b)(7)(C)

IE/lw

Open Housing Center

New York Urban League



150 Fifth Avenue, Suite 303, New York, N.Y. 10011 (212) 691-7700
Mrs. Betty Hoeber, Director

DOCKETED
NOV 1 2 1975
CIVIL RIGHTS

November 10, 1975

Ms. Donna Goldstein
U. S. Dept. of Justice
Housing Section-Civil Rights Div.
550 Eleventh St., N. W.
Washington, D. C. 20530

Dear Donna:

Enclosed find article from New York Times of November 7th, relating to Trump Village Co-op.

Notification of the opening of the waiting list on one and two bedroom apartments through present residents and a sign outside the complex will result in a virtually all-white waiting list again, since the present residency is overwhelmingly white and so is the surrounding neighborhood who might see the sign.

There is no doubt in my mind that this method of announcing was chosen to deliberately ensure a virtually all-white waiting list. It is discriminatory in its intent. A tax-supported development should be required to advertise in general press. A development as segregated as this one, de-facto or not, should be required to make announcement in the minority press as well to overcome the imbalance.

Please let me hear from you on this.

NOV 13 1975
175-52-28
DEPARTMENT OF JUSTICE
OPEN HOUSING CENTER
(b)(7)(C)
12 1975
R.O.M.
CIV. RIGHTS DIV.

PS:
encl.

Officers of the New York Urban League

President Charles E. F. Millard
Chairman William H. Toles
Secretary Mrs. Theodore W. Kheel
Executive Director Livingston L. Wingate

Many Line Up at a Co-op in Brooklyn To Get Their Names on Waiting List

By JOSEPH P. FRIED

More than 100 people, some dozing on beach chairs during the night and others in sleeping bags have been waiting in line since late Wednesday to get their names today on an apartment waiting list at a coveted cooperative housing development in Brooklyn.

There are not even vacancies now at the development, the 2,800-family Trump Village co-op in the Brighton Beach section. Rather, the well-maintained, state-aided middle-income complex, where monthly carrying charges average about $40 a room is simply seeking to replenish its very slowly declining waiting list for one-bedroom apartments. There are about 1,200 such units.

The period for signing up for the waiting list was not even scheduled to begin until 8:30 A.M. today, lasting until 3 P.M.

But by late yesterday afternoon, the line of people waiting to put their names on the waiting list had already grown to about 250 people. All were prepared to stay, or to have members of their families or friends fill in for them, through last night. Thus, some would have been in line or had space held for them for two nights by this morning.

"It's better than World Series tickets," Steve Motelson, manager of one of the Trump Village sections, said with more than a little astonishment. "Apparently, housing in the city is not sufficient."

"It's worth it," said Anna Eisenman, a middle-aged woman sitting in a green beach chair and with a blanket covering her coat. She said she had been in line since 7:30 P.M. Wednesday, and there appeared to be about 50 people ahead of her.

Jeffrey Tenenbaum, a 19-year-old predental student at Brooklyn College, said he was waiting in the line on behalf of his grandparents, Nathan and Jennie Veller, who live in Bensonhurst but would like one of the "more modern" apartments in Trump Village.

He said he had been in line since 4 A.M. yesterday and had a lounge chair and sleeping bag.

Fay Hudes, who was far back in the line because she did not arrive at the Trump complex until 9 A.M. yesterday, said she was recently widowed and wanted to move from her present apartment, elsewhere in Brooklyn, to Trump "because my family lives here." She said she was prepared to stay in line all last night on a beach chair.

Beach chairs, blankets, shopping bags and an occasional portable radio were omnipresent yesterday as the waiting people formed a line several hundred yards long on the grounds outside one of the five high-rise buildings of the Trump Village co-op, which is in the vicinity of Ocean Parkway and Neptune Avenue.

Two Trump Village rental buildings containing about 900 apartments are not involved in the waiting-list situation. The Trump Organization, which built both the rental and co-op structures, still own the rental buildings, while the cooperative only are owned by their residents.

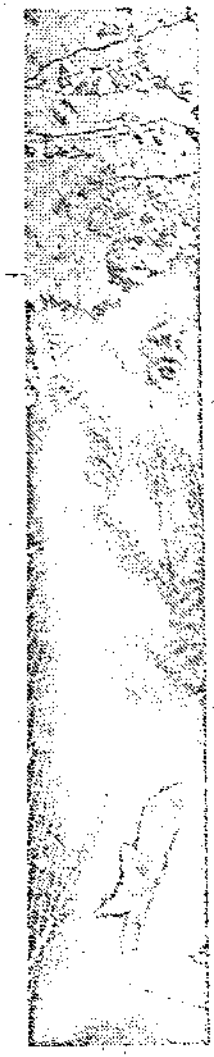
Last week, according to George Nagel, another manager at the co-op, it was flooded with 1,100 families who signed up when the waiting list was opened for the 12-year-old project's two-bedroom units. They number about 1,200.

But the vacancy rate at the co-op is only about 2 percent a year, officials said, offering little promise to those who do get onto the waiting list.

Most of those waiting yesterday afternoon were middle-aged or elderly—perhaps reflecting that the one-bedroom-apartment list was involved—and virtually all were white. The complex is predominantly white, although there are black families also, officials said.

The opening of the waiting lists was publicized in letters to the co-op's residents and in a sign outside the management office, the officials explained. This was "in compliance" with state rules, they said and the state officials were notified.

Down payments at the co-op are about $550 to $600 a room.



People waiting

Housing
Center
New York Urban League

150 Fifth Avenue, Suite 303, New York, N.Y. 10011 (212) 691-7700
Mrs. Betty Hoeber, Director



November 10, 1975

Commissioner Lee Goodwin
State Div. of Housing & Community Renewal
2 World Trade Center
New York, N. Y.

Dear Commissioner Goodwin:

We are writing with reference to the enclosed article on the opening of the waiting lists for one and two bedroom apartments at Trump Village cooperative in Brooklyn.

According to the article, the manner of the announcement was "in compliance" with state rules and that your agency was notified. Whether such notification was made prior to or after the letters went out to present occupants is not mentioned.

We wish to vigorously protest such methods of opening waiting lists in tax-supported developments. Since the cooperative's occupants are overwhelmingly white in number, as is the surrounding neighborhood, notification through such tenants and a sign outside the development ensures that the waiting list to be developed will also be all white. This is discriminatory in intent and purpose.

If your agency gave approval for such a move you are a party to the perpetuation of the segregative nature of Trump Village. Minority individuals and families would have had no way of knowing of the opening of the lists. If you had required at least that Trump management advertise in the general media this charge could not be levelled at your agency. Given the de-facto segregation at Trump, they should have been required to advertise in the minority press as well.

Officers of the New York Urban League

President Charles E. F. Millard
Chairman William H. Toles
Secretary Mrs. Theodore W. Kheel
Executive Director Livingston L. Wingate

We ask that you immediately halt the development of a new waiting list until Black and Hispanic families have had an opportunity to be made aware of the situation. Given the circumstances, we ask that you require Trump Management to put such notice of opportunity in the general and minority press. This is the only way to ensure equal opportunity, which your agency is supposed to advocate and enforce. In addition, any minority families who apply after such notices appear should not be placed at the end of the line of those who got the information last week via the residents. In order to correct the segregated nature of Trump Village cooperative, an affirmative action plan should be drawn up immediately, so that those individuals and families who do apply after proper notice in the press shall not again become the victims of a waiting list developed in a discriminatory manner.

Since Black and Hispanic people, except for Viet Nam vet-erans who were so informed of their priority, have not been able to apply at Trump Village for years because of "extensive waiting lists" and would again be denied entry if the above procedure was allowed to stand, some mechanism of priority must be developed in order to overcome the pattern and practice of discrimination in evidence at TrumpVillage.

We hope to hear from you on the above as soon as possible.

Very truly yours,

[redacted]
(b)(7)(C)

cc: State Division of Human Rights
Dept. of Justice - Housing Section, Civil Rights Division

November 3, 1975

To: Files

From: (b)(7)(C)

Subject: United States v. Trump Mgt.

On September 24, 1975, we received the initial compliance report from Trump Mgt. in accordance with the Consent Order filed on June 10, 1975. My analysis of this report has revealed that the defendant has not fully complied with several of the provisions outlined in the decree.

Specifically, Section 6, d.3 of the Consent Order requires the defendant to forward to this Department a report showing the name, race and position of each employee. Additionally, this report was to include the building to which the employees are assigned and copies of their signed statements. The material submitted corresponding to this provision included a list containing the name, race and position of their employees. The list revealed that 90 white persons are employed by the defendant. The majority of these employees are ~~superintendents~~ superintendents. A list showing the number of employees in the various postions is attached as Exhibit A.

With respect to the employees we also received signed statements from 50 employees. Of these statements 40 indicated the building to which the persons were assigned. The defendant therefore failed to forward signed statements for at least half of his staff and failed to inform us of the buildings at which half his staff was employed.

16—76775-1
GPO

The second violation concerns Section 6 d requiring the defendant to forward to us the current ~~statistics with~~ racial statistics of the tenants in each of the buildings owned or managed by the defendant. In response to this provision the defendant forwarded a list entitled "Racial Census Report" that included the names of all his buildings and two columns showing the dates 7/1/75 and 9/1/75. Under these categories opposite each building the defendant indicated a numerical figure. From the manner in which this report was prepared I can assume that the figures represent the current number of black tenants as of July and September, 1975. If my assumption is accurate the defendant failed to include the current statistics for white tenants residing in his apartment complexes.

The third violation concerns the advertising provision. Under this provision the defendant was required to include the slogan "Equal Housing Opportunity" in all its advertisements. Additionally, the defendant was required to place a monthly 15 line display ad in the Amsterdam News, a black oriented newspaper and El Diario, a Spanish oriented newspaper.

The defendants newspaper advertisements placed in the minority papers contained a cross-section of Trump's buildings as required by the Decree. However, an advertisement placed in each of these papers failed to meet the length requirement as pointed out in the decree. Specifically, an ad placed in the Amsterdam News on August 6, 1975 was 9 lines and an ad in the El Diaro on August 29, 1975 was 10 lines.

16—76775-1
GPO

The advertising provision also requires the defendant to place an advertisement at least 3 inches in length in the New York Times one Sunday every month. This provision further indicated that the Equal Housing Opportunity slogan shall be in prominent capital letters. We received a copy of a newspaper advertisement that appeared in the N.Y. Times on Sunday July 27, 1975. The following analysis of this advertisement is based solely on my assumption that the ad corresponds with the above-mentioned requirement.

First, the ad was less than 3 inches in length. Secondly, the ad contained information for Patio Gardens, a predominantly black building and Shore Haven a relatively all-white building. The EHO slogan immediately following Patio Gardens was in large black capital letters while the EHO slogan following Shore Haven was in very samll capital letters. In view of the lettering discrepancy this particular advertisement could possibly indicate a signal to prospective black applicants. If the purpose of the ad was not to indicate a signal the ad is still not correct since the slogan was not placed at the bottom in all capital letters.

An advertisement placed in the New York Times on Saturday August 30, 1975 approximately 3 1/2 inches and showing a cross section of the defendant's buildings included a EHO slogan. However, in my opinion the slogan was not prominent.

16—76776-1
GPO

The fourth violation concerns the submission of information in 8 categories pertaining to inquirers. A form was prepared and attached to the Consent Decree including the following categories to be reported on for each inquirer by race: (1) made inquiry; (2) were offered an application (3) filled out an application (4) submitted deposit with application (5) were accepted for occupancy (6)were rejected (7)withdrew application and (8) had application pending at the end of the reporting period.

For each of the 15 buildings listed in the decree the defendant submitted his report pertaining to inquirers. However, the report failed to include the information for numbers 5 through 8 above.

The fifth violation concerns vacancies. We received the defendants list of vacancies as required by the Consent Decree. However, the decree states that the defendant shall indicate on the list where appropriate the dates the Open Housing Center was contacted concerning these vacancies. The defendant's list did not include this information. In addition failed to indicate when apts became

With respect to the provision of the decree concerning notifying various organizations the defendant is in semi-compliance. Specifically, the decree requires the defendant to notify apartment locators, credit checking companies, referral agencies, Fair Housing groups and labor unions. We received a copy of the letter sent to 5 labor unions. We also received copies of the letters sent to the Open Housing Center, Shanton Realty Corp and Kraham Realty Corp. [1] advising of their non-discriminatory policy. With respect

[1] A brief summary of the letter forwarded is attached as Exhibit B.

to the letters forwarded to the realty corporations I do not know if these corporations are the apartment locators, referral agencies, credit checking companies or management companies. In view of this I am unable to determine if the defendant has fully complied with this provision.

The decree requires the defendant to forward a report reflecting applications for tenancy at each building. In accordance with this provision we received all the required information. A report showing the number of persons who were accepted or rejected at each of the buildings and information pertaining to inquirers is attached as Exhibits C & D. The report reveals that the majority of persons submitting a deposit with their applications secured apartments. Specifically, 26 black persons submitted deposits and 24 were accepted; 96 white persons submitted deposits and 92 secured apartments; 16 other minorities submitted applications and 12 secured apartments.

The report further reveals that approximately the same percentage of black and white persons making inquiries actually receive apartments. Specifically, 360 white persons made inquiries and 92 of these persons or 25.5% were accepted; 104 black persons made inquiries and 24 of these persons or 23.07% were accepted. With respect to the other minorities 30 made inquiries and 12 or 40% were accepted.

18—76776-1
GPO

In view of the information pertaining to applications it appears that the defendant is in compliance with the spirit of the decree. (I find this hard to believe.) I therefore plan to write the defendant a letter advising of the technical deficiencies of the decree.

I have read your memos advising of the recent compliants from prospective black applicants. However, the vacancies these persons refer to do not appear on the defendants' list of vacancies. In view of this, I will investigate the matter further to determine if the defendant is providing us with all the required information. I will also try to determine if these black persons believed there were vacancies when in fact no vacancies existed.

Regardless of my findings I think we should conduct a records inspection in the near future but not during the winter.

18—76775-1
GPO

10-24-75

IN THE UNITED STATES DISTRICT COURT FOR THE

EASTERN DISTRICT OF NEW YORK

Oct 21
DEPT OF JUSTICE MAIL ROOM

UNITED STATES OF AMERICA, Plaintiff,	)	CIVIL ACTION NO. 73 C 1529
v.	)	
TRUMP MANAGEMENT, INC., Defendant.	)	SUPPLEMENTAL ORDER

DOCKETED
OCT 30 1975
CIVIL RIGHTS

On the application of the plaintiff, the United States of America, and after conference with the Court on September 24, 1975, it is hereby ordered that Part V(A)(2) of the Consent Order in this action filed on June 10, 1975, is hereby amended as follows:

(a) Occupancy

Not more than two (2) persons in a one-bedroom apartment. For a two-bedroom apartment defendant shall, in a uniform manner, adhere to its past practices with respect to occupancy.

No applicant shall be denied tenancy solely on the grounds that he or she has children.

ORDERED this day of , 1975.

filed 10/24/75

EDWARD R. NEAHER
United States District Judge

DJ Filed 3/30/76
175-52-18
DEPARTMENT OF JUSTICE
24
OCT 28 1975
R.A.U.
RECEIVED
CIV. RIGHTS DIV.
OCT 30 1975

SIR:

PLEASE TAKE NOTICE that the within will be presented for settlement and signature to the Clerk of the United States District Court in his office at the U. S. Courthouse, 225 Cadman Plaza East, Brooklyn, New York, on the ____ day of _____, 19____, at 10:30 o'clock in the forenoon.

Dated: Brooklyn, New York,
_____, 19____

_____
United States Attorney,
Attorney for _____
To:
_____
_____
_____
Attorney for _____

SIR:

PLEASE TAKE NOTICE that the within is a true copy of _____ duly entered herein on the ____ day of _____, in the office of the Clerk of the U. S. District Court for the Eastern District of New York,
Dated: Brooklyn, New York,
_____, 19____

_____
United States Attorney,
Attorney for _____
To:
_____
_____
Attorney for

Civil Action No. 73 C 1529

UNITED STATES DISTRICT COURT
Eastern District of New York

UNITED STATES OF AMERICA,

Plaintiff,

—Against—

TRUMP MANAGEMENT, INC.,

Defendant.

SUPPLEMENTAL ORDER

David G. Trager
United States Attorney,
Attorney for USA
Office and P. O. Address,
U. S. Courthouse
225 Cadman Plaza East
Brooklyn, New York 11201

Due service of a copy of the within _____ is hereby admitted.
Dated: _____, 19____

_____
Attorney for _____

FP1LC-5M-1-73-7353

T. 10/17/75

OCT 17 1975

JSP:FES:DFG:saf
DJ 175-52-28

Mr. Henry A. Bracht1
Assistant U.S. Attorney
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: United States v. Trump Management,
Civil Action No. 73 C 1529

Dear Henry:

Please find enclosed copies of the Supplemental Order agreed to by the parties and Judge Neaher at the September 24 conference in the Trump case. Judge Neaher requested that it be drafted and submitted to him for signature. I would appreciate it if you could submit a copy of the enclosed Order to Judge Neaher for signature and filing, and return two copies to this office with the date of filing noted.

Thank you for your continued assistance. Best Regards.

Sincerely,

J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division

By:
Donna F. Goldstein
Attorney
Housing Section

cc: Records
Chrono
Goldstein
File

T. 10/17/75

JSP:FES:DFG:saf
DJ 175-52-28

OCT 17 1975

Mr. Roy M. Cohn
Saxe, Bacon, Bolan & Manley
39 East 68th Street
New York, New York 10021

Re: United States v. Trump Management, Inc.
Civil Action No. 73 C 1529

Dear Mr. Cohn:

Enclosed please find a copy of the Supplemental Order which is being submitted to Judge Neaher pursuant to the September 24, 1975 conference.

Sincerely,

J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division

By:

Donna F. Goldstein
Attorney
Housing Section

cc: Records
Chrono
Goldstein
File

TELEPHONE 743-8030

Trump Management Agency

2611 WEST SECOND STREET

BROOKLYN, N. Y. 11223

October 3, 1975

DOCKETED

OCT 9 - 1975

CIVIL RIGHTS

CIVIL RIGHTS DIV. DEPT. OF JUSTICE MAIL UNIT

OCT 7 1 34 PM '75

David T. Kelly, Esq.
Enforcement Unit
Open Housing Section
Civil Rights Division
U.S. Dept. of Justice
550 11th Street N.W.
Washington, D.C. 20530

Dear Mr. Kelly:

In response to your letter dated September 19, 1975, I believe the following reply will help to clarify the various questions you raised concerning compliance with the Consent Decree Order.

We placed an ad on August 13, 1975 with the New York Times through the Frank B. Johnston Advertising Agency. This ad was scheduled to appear on Sunday, August 31,1975. Through a computer error on the part of the New York Times, said ad appeared Saturday, August 30, 1975. The New York Times sent us a letter of apology and did not bill us for this ad. (Please see the enclosures: 1) Saturday ad and letter of apology from the New York Times.)

In reference to the New York Times ad of July 27, 1975, I would like to point out that inasmuch as this was our first advertisement placed under the terms of the Consent Decree, it may not have been handled properly. As a matter of fact, we twice used the term "Equal Housing Opportunity" and we were only required to use it once. Therefore, I do not feel we were in any violation. Nevertheless, we have instructed our ad agency to place at the foot of the ad in caps the term "EQUAL HOUSING OPPORTUNITY" in all future ads.

In your reference to the three tenant complaints, I investigated and found the following to be the facts and I am hereby notifying you pursuant to the Consent Decree and will do so in the future as ordered.

I. RE (b)(7)(C)

(b)(7)(C) was shown Apt. #7FF by the Doorman on Saturday,

CERTIFIED 263649

OCT 7 1975

REGISTERED

175-52-28

DEPARTMENT OF JUSTICE

24 OCT 8 1975

R.A.C.

CIV. RIGHTS DIV.

RECORD

August 23, 1975. The Doorman then proceeded to introduce (b)(7) to (b)(7)(C) a very competent and efficient Superintendant in our employ for many years. (b)(7)(C) advised (b) that the only apartment available at that time was #7G as Kraham Realty had previously been down with a client who left a deposit on Apt. #7FF. (b)(even went so far as to call Kraham Realty in (b)(7)(C) presence and verified this. (b)(7 offered (b)(7 #7G but (b)(7 said (b)(7) was only interested in the apartment shown to (b)(7 by the Doorman (#7FF). (b)(7)(C) and (b)(7)(C) exchanged phone numbers in the event that #7FF would become available. Some time later (b)(7)(C) called and inquired about the apt. that (b)(7 had seen and was informed it was not available.

I was called on September 10, 1975 by (b)(7)(C) (b)(7)(C) of Open Housing who informed me of the (b)(7)(matter and told me that (b)(7) was refused a 4½ room apartment at the building. I told (b)(7)(C) that I would check with our Superintendant, (b)(7)(C) hear what (b)(7 had to say, and get back to (b)(7)(I called (b)(7)(C) and (b)(explained that (b)(7)(C (b)(7) only wanted the 4½ room apt. (#7FF) which rented for $430. and included a terrace, but was not available. I informed (b)(7) that (b)(7)(C) would now accept a 4½ room apt. (#7G) at $410. which did not have a terrace and (b)(said (b)(7 would gladly show and rent it to (b)(7. I might add, this apartment (#7G) has been empty for approximately 3 months and has appeared on every weekly vacancy list sent to Open Housing. I immediately informed (b)(7)(C) and (b)(7 in turn sent (b)(7)(C) to the building. (b)(7)(saw the apartment and left a deposit. (b)(7)(stated (b)(7 still preferred the #7FF apartment which was not available.

Incidentally, more than two weeks after leaving a deposit, (b)(7)(C) had not returned to sign (b)(7) lease despite several calls from our office (September 12th and 25th, 1975). I once again called (b)(7)(C) who contacted (b)(7)(C) and (b)(7 finally signed (b)(7 lease over the weekend of September 27th - 28th, but (b)(7) still lacked (b)(7) co-signer and a letter of verification of child support as well as (b)(7) first month's rent. (b)(7) occupancy date is October 1, 1975 and as of September 30, 1975, (b)(7 has not brought in any of the above information or monies.

I turned over to Miss Donna Goldstein of the Justice Dept. all the necessary information concerning the vacancy lists and prices which you have requested. I am enclosing the additional information you have asked for, namely:

Name and last known address of tenants to occupy Apts. #7FF and #7G. The tenant in #7EE has lived in this apt. since 1967 and still occupies same.

II. RE (b)(7)(C)

I spoke with (b)(7)(C) our rental agent at Shore Haven and (b)(7) has advised me that the Shore Haven complex has only two basic 4½ room layouts. (b)(7)(did show the two different layouts to (b)(7)(C) who persisted in seeing other 4½ room layouts located in various buildings a great distance apart.

This complex is quite large and much walking is involved in showing prospective tenants apartments. The rental agent tries to avoid confusing the prospective client by showing them too much, when there is only a choice of two basic layouts. One must also keep in mind that while the rental agent is showing apts., other prospects are sitting and waiting for her to return. We therefore, of necessity, must limit the number of apts. we show to our clients.

I called (b)(7)(C) of Open Housing and explained this to (b)(7) and (b)(7) appeared to be in complete agreement.

III. RE (b)(7)(C)

Our Superintendant, (b)(7)(C), was extremely courteous to (b)(7)(C) and showed (b)(a 4½ room apt. #2H on July 19, 1975 at $325. per month. (b)(offered (b)(7) an application which (b)(7) completed and submitted with a deposit. This application was then sent to our main office and upon checking was rejected due to insufficient income. (b)(7)(C) was so informed. I might point out that (b)(7)((b)(7)(C) was completely unaware of our rent guidelines as (b)(7 was not referred by Open Housing but rather through a friend of (b)(7) who had been to Open Housing.

I am enclosing the information you requested including (b)(7)(C) application and W2 forms for (b)(7 and (b)(7)(C) You will notice that (b)(7) net income is insufficient as (b)(7) application for this apartment is for (b)(7) (b)(7)(C) and (b)(7)(C)

Based on these facts, the necessary weekly income to cover a month's rent must be net, not gross. I called (b)(7)(C) to discuss this case and once again (b)(7) agreed with our rejection of this application based on the existing rent guidelines contained in the Consent Decree.

If I can be of any further assistance, please do not hesitate to call on me.

Very truly yours,

(b)(7)(C)

IE/lw
Enclosures:
1. Saturday ad and letter from N.Y.Times
2. Former tenants Wilshire Hall
3. (b)(7)(C) application and W2 forms

—1694

'27 (175 St) $135
COLE 878-8494

ale —1695

/E-Spuyten Duyvil
wer vu. Avail Oct 15 up
. 549-5083.

ace —1696

THE

TURY

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NT RESIDENCE
VERDALE
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rooms/Health Spa/
lounges.

QUIET CLUB
CENTURY
nis courts, 2 indoor

Gas &
Conditioning
drm suites
0 to $768
mount varies from
spending on apart-

ICE OPEN 10 AM
AYS A WEEK

2) 796-2600
erland Ave.,
rdale
anhattan take Henry
(north) to Kappock
on Kappock street 1
right. Bear left just
nerland Ave. by Ex-
the bus stop nearest

EP

TO

Apts. Unfurn.-Riverdale —1695

RIVERDALE-Skyview on the Hudson studio, 1, 2, 3 Bdrm Apts. Arlington Ave. KI 9-5292

RIVERDALE Cav View Shopping
5 BLOCKS TO RAILROAD
Studio $180
2½ $205
Big 3½, eat-in kit $265
Large 4½, center hall, ... $340
Huge 4½, 2 baths $350
IMMEDIATE-REALTY FORUM
914 237-4200

RIVERDALE. Apt sublease. 4½ rms, terr. Hudson River vu. Gas, elec. parking, tenis included. Sauna/pool avail. $330 per m.o. 796-4784.

Apts. Furn.-Brooklyn —1697

BAY RIDGE 3½ modern walk-in, $225 mo. Free G&E, adults preferred. Call CL9-2698

BAY RIDGE lux bldg, free gas, no fee, 2 bdrms furn'd, $300.
855-9579 or 388-4546

BRIGHTON BEACH. Beaut 3 rm furn apt, $200 rent. Furniture available.
769-2415 9AM-1PM

E 18St, 220 (Church and BMT)
Smartly furn'd. Elev, 1½-$140 up, 2-$155 up, 3-$180 up. Util incl see supt

FLATBUSH 80 Winthrop St off Flatbush Ave. 1½-2 rms $151-$160. Mod. elev, shops, 2 subs, no fee. Supt 9-6

FLATBUSH-Exceptl lux a/c studio, kit, dinette. Dishes, linens, util incl. Single occp pref. Refs. $210. 251-9407

PARK SLOPE—195 UNDERHILL AVE nr Eastern Pkwy 1½-2 rm apts, elev, mod, nr subys. $145-$160. No fee. Supt 9-6

Apts. Unfurn.-Brooklyn —1698

66 ST,2911-luxury,elev,reasonable rents, free gas,lg closets,parking, 1 fare zone, 2½-3,3½-4½,NO FEE,see supt.

ARGYLE ROAD 400
1 FARE ZONE DOORMAN SERVICE
CONVENIENT ALL SHOPPING
FREE GAS
3 Room Apt $260.00
2 Bdrm,2Bth Terr $375.90
3Bdrm,2Bth Terr $435.50
APPLY SUPT 400 ARGYLE ROAD
OWNER MGMT NO RENTAL FEE

AVE J-FLATBUSH-SHEEPSHD BAY

Holiday Specials

2½ ex lge,nr shops ..... $150 G&E
2½ LUX,free gas,a/c,NO FEE $170
3½ ex lge,mod,nr shops ..... $170 G&E
3½ oversized,paint'd,NO FEE $175
3½ LUXURY,raised dinette $185
3½,elev,prtd,SUNKN LR $190
Jr 4,TERR,a/c,free gas $225
4½,TERRACE,yrd,nr shops $240
4½ LUXURY,a/c,nr sub,NO FEE $250
5½ ultra modern,nr subway $160
6½,3 BR,2 bths,terr,LUXURY $300
7½,ultra mod,children ok,nr sub $325

The Apartment Store

AM REALTY 7637 E. 18 627-8600

AVE P Studio, sn/subway G&E $150
AVE R 3, 3½ Rms, sngls ok G&E $165
AVE T 4Rms, 4 Ocean Pkway $175
E 9 ST 6Rms, child ok $195
Over 750 Apts Avail. Many NO FEE

DWORK & KORN
253-7300 3903 AVENUE J

AVE T & NOSTRAND AVE
LUXURY APT RESIDENCE
DISHWASHER FREE GAS
SWIMMING POOL AVAILABLE
1 Bdrm Apt $281.10
Supt 3310 Nostrand Ave
OWNER MGMT NO RENTAL FEE

AVE X,1245-3½ from $250,lux bldg, FREE gas/swim club. See resident manager on premises. 891-9724

AVE Y SHEEPSHEAD BAY
2555 EAST 12TH ST
Walk to schls, shopng, sub. Free gas
LOVELY 1 BDRM $235
SUPT ON PREM or 891-5689

Ave Z 577 Cor W 3rd St
SPACIOUS STUDIO $165
BEAUT 3½ RMS $215
LARGE 4½ RMS $255
CALL 648-9899
NO FEE AGENT ON PREMISES

AVE Z Cor West 2nd St
HEATED GARAGES
SPECIAL PRICE
STUDIO Apt $165
1 Bdrm Apt $215
2 Bdrm Apt $260
2611 West 2nd St
Call 891-1003
AGENT ON PREMISES
HOURS FROM 10AM to 6PM
(Tues Eve Until 9PM)
NO RENTAL FEE 1 FARE ZONE
BAY PARKWAY 1 FARE ZONE

Apts. Unfurn.-Brooklyn —1698

BROOKLYN HEIGHTS NO FEE
49 WILLOW STREET
1 BEDROOM APTS $215
See Sat & Sun 12-6 or call 624-4372

BROOKLYN HEIGHTS NO FEE
132 HENRY STREET
Studio $195. Renovated brownstone.
See Sat/Sun 12-6 or call 624-4372

BROOKLYN HEIGHTS VICINITY
372 STATE ST-NO FEE
CHARMING STUDIO $175
See Sat/Sun 12-6 or call 855-7522

BKLYN HTS VIC-BOERUM HILL
Sunny 6 rm upper duplex, renov brnstn. 3 BR, 2 bth, fplcs, mod kit w/DW, many closets. Call owner 858-4172

BKLYN HTS APT SPECIALISTS
Closed This Weekend
Cranford, 144 Montague St, 624-7000

BKLYN HTS vic newly renov 7 rm duplex, 2 bths, A/C, fplc, wshr/dryer, terr, garden. On top blk. $425. 596-0194

BKLYN HTS, 3½ rms, $265
31 Monroe Place. SUPT.

BKLYN HTS NEAR PROMENADE
4 NICE ROOMS, $295 NO FEE
Supt 68 Montague St or 362-5822 wkdys

BKLYN HTS at Promenade. 4 rooms (2 BR's) eat-in kitchen, light, elev. $325. SUPT 852-2615

BKLN HTS-COBBLE HILL Sunny newly renov parquet firs 3 rms $220; 4 rms $295. Refs, boss people pref TRS-3247

COBBLE HILL near Hoists, 5 bedrm multi-level town house apt, priv, $600 EAST REALTY, 115 Court St, 852-5556

CONEY ISLAND NEW HI-RISE (212) 946-4370

DOWNTOWN BROOKLYN
BOERUM HILL 445 STATE ST
3 ROOMS, $125, NO FEE!
See Supt Apt A2 or call
Agent, Mr. Gordon, 977-9008

EAST 19 ST. & Ave. H. Well kept bldg, 3 Rms, $155.
CALL 859-0207 or 243-6776

EAST 36/Ave I-Lvly 6 + terr, 3 huge bdrms, 2 bths, eat-in kitchen, $260's. Party 258-2670

EAST 46 & L, 4½, lux rooms $250
East 107-6 luxury new bldg $300
Call 257-3918 No Saturday calls

E FLATBUSH AREA
NO FEE

Rockaway Pkwy 3½-4½-6 ..... From $205
E 38 I ge 3½, gas $209
Wilmohr St, Lge 3½, gas, A/C $210
E 92, 4 rm, terr, gas & A/C $250
Rutland Rd 3½-4 ..... From $229
Church Av Spac 3, gas $205
New York Av 3½-4 ..... From $187
Clarkson Av 4½, lge, terr, gas $279
Clinton Av Lge 3, gas $169
Many Others To Choose From

RENT RITE
1221 Flatbush Ave (Ave D)
693-8000

FLATBUSH (Near OCEAN AVE)
2½, 3, 3½ & 4½ (2 Baths)
45 TENNIS COURT Supt Premises

FLATBUSH AREA

Lenox Rd Lovely 3½, elev $175
Flatbush Av Lge 3½, elev, IR $190
Hawthorne St Lge 3½, mod elev $200
Clarkson Av Lovely 3½, elev $200
Cortelyou Rd (Bet E 8&9) 3½ $200
Washington Av Lux drmm 3½ G&E $265
Ditmas Av Lge 4½, mod elev $250
Linden Blvd Lge 4½, 2 BR, mod $240
E 17 Ultra mod drmm 4½, 2 bth $375
E 21 Elegant 4½ terr, 2 bth $325
E 17 Lux drmm, 3 BR, 2 bth, D/W $325
Stratford Rd Lux hi-rise 2½ $235
Many Others To Choose From

RENT RITE
1221 Flatbush Ave (Ave D)
693-8000

FLATBUSH
VANDERVEER ESTATES
3301 FOSTER AVE
CORNER OF NEW YORK AVE
ONE MONTH'S FREE RENT
ONE BEDROOM APTS
ALSO: STUDIOS,& 2 BDRMS
FREE GAS & ELECTRIC
Mr. Gordon 227-1400, Open 7 days
ONE FARE ZONE

FLATBUSH: 119 E 19 ST
Recent remodeled elev bldg, 3 blocks Brighton Exp, nightwood kitchens. Carpetone appliances. 2½ rms-$165; 3½-$220; 4-$247.50 (last 2 w/DW's). Supt: BU 4-1126.
FLATBUSH MIDWOOD - OCEAN AV

Apts. Unfurn.-Brooklyn —1698

PARK SLOPE (Prospect Pk SW) 6½ lg deluxe, facing Park, nr all trans. $350, adults pref'd 965-2162

PARK SLOPE-195 Underhill Ave nr Eastern Pkwy 3 lg rms, front, elev, mod, nr subws $195 mo-no fee, supt 9-6

PROSPECT PK SW 202 SELEY ST
Studio apt, sep kitch, dressing rm, mod elev bldg, nr trans, no fee.
Supt, 636 6034

SEA CLIFF TOWERS-20 CLIFF ST
off Bay St directly on the Narrows. Award winning lux bldg, refreshing breezes, breathtaking views, incl party rm, swim club, free gas, cntrl Lt, ndlv a/c, exc trans, lux studios, 3½s from $199-$255. Call res mgr Al Quatrocci
448-1252 442-9554 375-4752

SHEEPSHEAD BAY
DISTINCTIVE LUXURY BUILDING
SEA ISLE
Air Condition'g-Free Gas
SWIMMING POOL
Jr 4 Rm Apt $274.80
See Agent on Premises
3901 NOSTRAND AVE
OWNER MGMT NO RENTAL FEE

SHEEPSHEAD BAY NO FEE
FREE GAS & ELECTRIC
2626 Homecrest Avenue
2 (sep bedrm, lobby) $189
3½ (sep dinette) $268.08
4½ (2 bdrms, 2 bths, din, terr) $259
SEE SUPT ON PREMISES

SHEEPSHEAD BAY NO FEE
2440 E 29th STREET
4½ (2 bdrms, din, a/c) $274.68
SEE SUPT ON PREMISES

SHEEPSHEAD BAY, Modern 4½ eat-in walk-in, 2 bdrms, available immed. $250. Call 648-2712

SHEEPSHEAD BAY & VIC
APTS. FOR FUTURE OCCUPANCY
INQUIRE 1501 AVE V, BKLYN.

SHEEPSHEAD BAY AREA -3½ Rms, mod, walk-in apt, 2 Fam house, couple pref. No pets. Prine only $215. 332-0961

SHEEPSHEAD BAY AREA -3 BR, 2 bth, LR, DR, mod kitch, adults pref. Call 332-5169 after 5 P.M.

SHEEPSHEAD BAY 815 NECK RD.
4½ rms including FREE gas from $260. See resident mgr on prem, 648-3236.

SHORE PARKWAY 1 FARE ZONE
THE SOUTHAMPTON
24 HOUR DOORMAN SERVICE
SWIMMING POOL
Attr 2½ Rm Apt $235.00
Lovely 1 Bedrm Apt $257.33
SUPT 1429 SHORE PARKWAY ES 2-3929
OWNER MGMT NO RENTAL FEE

SPRING CREEK, JAMAICA BAY
At the Belt Parkway
overlooking
Gateway National Park.

Brooklyn
Like It
Never Was

A PRIVATE,
YEAR ROUND
COUNTRY CLUB
COMMUNITY.

.9 all weather year round tennis courts.
.Year round swimming
.Card and game rooms
.Auditoriums
.24 hour roving security
.Electronically monitored public areas
.Nursery,public school and intermediate schools on site
.Short bus ride to subway

Apts. Unfurn.-Brooklyn —1698

LAWRENCE GARDENS
STUDIO APT $215.00
3½ Room Apt $251.74
Apply Supt 3323 Nostrand Ave

LINCOLN SHORES
Studio Apt $195.40
3½ Room Apt 260.64
Apply Supt 2727 Ocean Parkway

CHELSEA HALL
3½ Room Apt $280.00
See Supt 8700 25th Ave

BEACH HAVEN
Studio Apt 165.36
3½ Room Apt $220.18
4½ Room Apt $260.12

OCEAN TERRACE
Studio Apt $250.00
See Supt 2650 Ocean Parkway

OWNER MGMT-NO RENTAL FEE
See Agent 2611 W 2nd St
EQUAL HOUSING OPPORTUNITY

Apts. Furn.-Staten Island —1606

SILVER LAKE-Lux 1 & 2 bdrm, pool, heat, gas, nr golf/tennis. 25 min. Manh. $320. Studio fr. $260. 981-4200.

Apts. Unfurn. Staten Island —1618

NEW SPRINGVILLE
NEW SAXON GARDEN APTS
Studio-1 bdrm-2 bdrm
Rents from $225 up
Free gas heat & cooking
Free off street parking
Free swimming pool
Carpet, Refrig, D/W, A/C incl
Next to prestige Heartland Village
Express bus on corner to Manhattan
Office open Mon to Fri 9-5
Sat & Sun 11-6
1306 Rockland Ave 761-3152

NEW SPRINGVILLE-Grdn apts, trimmed occ. 3½ rms from $205. All convs. Xpress Bus to city. Daily 12-5 except Thurs. 3220 Victory Blvd. 761-4839

Apts. Furn.-Queens —1612

ASTORIA, 2 rms, 1 fare zone, 15 min Manhtn bus or subway. Clean, quiet non-smoking persn, sec. 721-0366.

ASTORIA -4 rms furn'd, newly decor'd, color TV, A/C, near trans. No fee. Util incl. Call 274-9466

BAYSIDE-3½ compl furn apt, newly deco, G&E incl, nr trans, shops. $290. 352-7980, 8-10am

CUNNINGHAM Park, beaut 3½ rm furn, a/c, overlks park, quiet couple pref'd $250. 776-1751 or HO 8-1747

ELMHURST 3½ beautifully furnished apt, new decorated, nice residential area, near everything. 898-7339.

ELMHURST APT BLDG
1 blk subw, shopg, studio $190. No fee. Telephone 639-4781 or 726-8383

FLUSHING-LUXURY-SUBWAY
REDUCED RENT, FINE FURNITURE
NO FEE, FREE POOL, A/C
3½ was $275 now $240. 445-1619
Jr 4 was $290 now $250. 621-7478
WHILE THEY LAST!!!
OFFICE OPEN 7 DAYS 886-2863.

FLUSHING-6 rms in nice brk 2 fam, lge terr, yard, excel area, nr everything. Free gas, $310. ALSO: 3½ rms, $220. (212) 961-6191.

FLUSHING 2½ rms $150 mo. Utilities incl. Refs & security req'd.
FL 7-7876

FLUSHING 2½ rms $150 mo. Utilities incl. Refs & security req'd.
FL 7-7876

FLUSHING. New 2 rooms, beautifully furnished, near subway. $220.
Owner LE9-1950 or 762-6185

FOREST HILLS KEW GARDENS
BRIAR WYCK
10 MINS FROM AIRPORTS
NOW! SPECIAL RATES
Studio, 1 & 2 Bdrm Apts
IMMED OCCUPANCY
CALL 297-7259
86-25 Van Wyck Expressway
Bet Queens Blvd & Hillside Ave
IND E, Tm to Van Wyck Expy Sta

FOREST HILLS NO FEE/LEASE
10 MIN AIRPORT/MANHATTAN
THE EXECUTIVE
TV, Sec, Cen A/C, Balcony
LARGE 3, 3½ & 4 RMS
Sauna, sundeck indoor pool, drmn
Ind (E/F) Continental & 75 Ave Sta,
72-25 113th ST

The New York Times
TIMES SQUARE NEW YORK N Y 10036

September 4, 1975

TRUMP CONSTRUCTION COMPANY
600 Avenue Z
Brooklyn, N.Y. 11223

Attention: (b)(7)(C)

Dear (b)(7)(C)

I want to apologize to you for the omission of your Unfurnished Apts-Brooklyn advertisement for Lawrence Garden Cooperative on August 31st. This occurred through a clerical error and you may be assured that the matter is being taken up with the persons responsible.

Every effort is made to avoid mistakes in publication of Apartment advertising, but no doubt you will appreciate that they must sometimes happen in handling the large volume which regularly appears in The Times.

Thank you for your forebearance in this matter.

Very truly yours,

Anthony J. Sullivan
Classified Office Manager

AJS/ed

cc: (b)(7)(C)

(2)

FORMER TENANTS - WILSHIRE HALL
182-30 Wexford Terrace
Jamaica, N.Y. 11432

Apt. #7FF - (b)(7)(C)

#7G -

(3)

LEASE FROM: AUG. 15, 1975

RE-Block JUL 19 1975

Applicants Must Submit W-2 Forms

No. of Rooms 4 1/2 Date

Apt. No 2-4 Dep. $325.00 (Not Less than One Month's Rent)

Bldg. No WEXFORD HALL Bal. Mos. Rent

86-75 MIDLAND PKWY JAMAICA, N.Y. APPLICATION FOR APARTMENT 1 Mos. Security

SOCIAL SECURITY # (b)(7)(C)

1. Name (b)(7)(C) Age (b)(7)(C)
2. Present Address (b)(7)(C) Phone No. (b)(7)(C)
3. Business or Employer (firm name (b)(7)(C) Income: 982 a mo x 12 = $10,286. (wife's)
   Address (b)(7)(C)
   Position (b)(7)(C) Position Held Since 4½ yrs Phone No.
4. Present Landlord REFRAK ORGANIZATION Address Present Rent: 344 mo.
   How long a tenant? 3 yrs. Reason for moving Building being converted
5. Previous Landlord (b)(7)(C) Address (b)(7)(C)
   How long a tenant? 4½ yrs. Reason for moving Better condition
6. References:
   a) Name (b)(7)(C) Address (b)(7)(C) Any Relationship Yes (Yes or No)
   b) Name Address Any Relationship Yes (Yes or No)
   c) Name Address Any Relationship (Yes or No)
7. Bank Chase Manhattan Branch # 8 - Union Square - nyc.
   Address 200 Park Ave So. nyc. Acct. in name of (b)(7)(C)
8. Do you own a car Yes License No. (b)(7)(C) Do you require a garage Yes
   (Yes or No) (Yes or No)
9. Intended occupants of apartment

   Adults

   Name: (b)(7)(C) Relationship Husband
   Name: Relationship Wife
   Name: Relationship

   Children

   Name: (b)(7)(C) Relationship DAUGHTER Age 18 Sex F
   Name: Relationship DAUGHTER Age 16 Sex F

In case of emergency - notify (b)(7)(C)

Recommended By Friend — nyc. Urban League

Newspaper

Agent Applicant Name (b)(7)(C)

ALLOWED

NO DOGS

DEPOSITS WILL NOT BE REFUNDED

No employee of the landlord or of the landlord's agent is permitted to receive any fee or commission for the renting or reservation of apartments. Applicant represents that he has made no such payment in connection with this application.

Signed by (b)(7)(C)

T. 9-17-75

JSP:FES:DTK:cmk
DJ 175-52-28
Certified No. 90649

SEP 19 1975

Roy M. Cohn, Esq.
Saxe, Bacon, Bolan & Manley
39 E. 68th Street
New York, New York 10021

DTK 9/19/75

Re: United States v. Fred C. Trump, et al.,
C.A. No. 73 C 1529 (E.D. N.Y.)

Dear Mr. Cohn:

This letter is to advise you that the responsibility for monitoring the defendants' compliance with the Consent Decree entered in the above-captioned case has been transferred to the Enforcement Unit of the Housing Section. All future correspondence regarding this case except for those matters presently outstanding should be directed to the undersigned. I also want to take this opportunity to bring to your attention several matters relating to your clients' compliance to date.

As you are aware Section IV.A.3.(b) on page 8(a) of the Decree requires that the defendants place in a newspaper of general circulation, such as the New York Times, at least one Sunday of every month, an advertisement at least three inches in length advertising available apartments. Our analysis of the Sunday advertisements for the month of August in the New York Times failed to reveal any such advertisement placed by the defendants. We would like to know, therefore, whether or not your client placed the advertisement required under this Section of Consent Decree during the month of August, 1975, and, if so, in what newspaper of general circulation that

cc: Records
Chrono
Kelley
Trial File
Hold
(b)(7)(C)

it appeared. If available, we would appreciate a copy of any such advertisement. If no such advertisement was placed, we would like to know why this was not done.

We further think that the advertisement placed on Sunday, July 27, 1975 by your clients in the New York Times is not in compliance with the requirements of Section IV.A.3.(b). We are attaching a copy of that advertisement to this letter. As you can see the "equal housing opportunity" statement for the predominantly black Patio Gardens complex is in bold print and large type while the "equal housing opportunity" statement for the nearly all-white Shore Haven complex appears in the smallest type used in the advertisement. These statements are not in compliance with Section IV.A.3.(b) which requires that each such ad "shall contain at its foot, in prominent capital letters, the words 'equal housing opportunity'". The possible result of this advertisement as it appeared on July 27th is to steer blacks to the Patio Gardens complex and away from the Shore Haven complex which would be in itself a violation of certain of the injunctive provisions of the Consent Decree. Therefore, we would appreciate it if you would bring this matter to your clients' attention so that in the future such advertising will be in compliance with Section IV.A.3.(b).

We also want to notify you of three complaints which have come to our attention regarding the inquiries and applications of prospective tenants at several of the defendants' buildings. A description of each of these complaints is enclosed with this letter.

Finally, we would appreciate it if you would remind your clients of Section IX of the Consent Decree which requires that they notify this Department in writing of any complaints (as defined in the Decree) which may come to their attention. We understand that (b)(7)(C) at the Open Housing Center brought the (b)(7)(C) complaint related in the attachment to this letter to the attention of (b)(7)(C) However, to date we have not received the required notification from the defendants.

We are bringing the matters raised in this letter to your attention pursuant to Section IX of the Consent Decree which provides that you have 15 days from the date you are given notice of any complaints to investigate and provide this Department with an explanation.

I will look forward to hearing from you shortly with regard to the matters discussed herein.

Sincerely,

J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division

By:
David T. Kelley
Attorney
Housing Section

(1) (b)(7)(C) black, of (b)(7)(C) (telephone (b)(7)(C)) was shown a two-bedroom apartment by the doorman at the Wilshire Hall Apartments, 182-30 Wexford Terrace, on or about August 25, 1973. (b)(7) recalls the apartment as being either 7-EE or 7-FF. (b)(7)(C) wanted to rent the apartment and was taken by the doorman to meet (b)(7)(C) the rental manager. (b)(7)(C) told (b)(7)(C) that (b) was interested in the apartment which (b) had just seen, which (b)(7)(C) stated must have been apartment 7-G which was the only two-bedroom apartment that (b)(had available. (b)(7)(C) advised (b)(7)(C) that (b)(7 did not believe that this was the apartment that (b) had seen but (b)(insisted that (b) was wrong. (b)(7)(C) told (b)(7)(C) that (b) could inquire as to whether the apartment was available or not but thought that it had a deposit on it. (b) then made a telephone call in (b)(7)(C) presence and afterwards told (b)(7) that the apartment was not available but that if (b)(7) would leave (b)(7)(name and telephone number (b) would call (b) if and when it did become available. At (b)(7)(C) request (b)(7)(C) then wrote down (b)(7) name and the doorman's name and their telephone numbers and also the number of the apartment which had the deposit on it and the rental rate for it.

On or about the following Friday, (b)(7)(C) called (b)(7)(C) and asked (b) whether apartment 7-G was available and (b)(7)(C) advised (b)(7) that it was not. (b)(7)(C) then asked (b)(7)(C) if (b) had any other apartments available to which (b) replied that (b) did not. On the following Friday, (b)(7)(C) called the doorman ((b)(7) believes that it sounded like a different one than had shown (b)(7) about before) and asked whether there were any two-bedroom apartments available. (b) was told that there were some so (b)(7) immediately called (b)(7)(C) . However, (b) advised (b)(7) that (b) still did not have any two-bedroom apartments available including apartment 7-G/

Early the following week (b)(7)(C) was put in touch with (b)(7)(C) at the Open Housing Center. After speaking with (b)(7)(C) called (b)(7)(C) who told (b)(7)(C to have (b)(7)(C) return to the Wilshire Hall

complex. (b)(7)(C) did so and (b)(7)(C) immediately told (b)(7) that (b)(7) could have apartment 7-G which (b)(7)(C) decided to take after being shown it, being advised again by (b)(7)(C) that this was the only two-bedroom apartment that (b) had available. (b)(7)(C) has advised that apartment 7-G is not the apartment that (b)(7) was initially shown by the doorman as that apartment had a terrace and the rent was $430 a month as opposed to the apartment (b)(7) applied for which rents for $410 a month. (b)(7)(C) still would prefer to rent the apartment that (b) was originally shown.

In order to help clarify this matter, in addition to whatever information you wish to provide, we would like the following if possible: (a) a list of all available two-bedroom apartments at the Wilshire Hall complex since August 1, 1975, to date by apartment number, rental rates, whether the previous tenant had children or not, and the dates during which they were available; (b) the name and last known address for the last tenants to occupy apartments 7-EE, 7-FF and 7-G; and (c) the name and last known address of the individual whom (b)(7)(C) told (b)(7)(C) had put a deposit on apartment 7-G.

(2) On July 23, 1975, (b)(7)(C) black, (b)(7)(C) (work telephone (b)(7)(C), ext. (b)(7), went to the Shore Haven Apartments where (b)(7) was greeted in the rental office by a (b)(7)(C) whose name (b)(7) does not recall. (b)(7)(C) was interested in a two-bedroom apartment for (b)(7)(C) and (b) two (b)(7) for between $200-$250 a month. After taking certain qualifying information from (b)(7)(C) this (b)(7)(C) and another whose first name is (b)(7) went over a list of available apartments looking for something to show (b)(7)(C) eliminating several that were available but whose previous tenants had not had children so this (b)(7)(C) and (b)(7) advised. (b)(7) then took (b)(7)(C) to look at an apartment which (b)(7)(C) did not like after (b)(7) saw it. When (b)(7)(C) asked to see another apartment (b)(7) advised (b) that this was the best apartment that they had and that any nicer two-bedroom

apartments would be out of (b)(7) price range. After (b)(7) (b)(7)(C) protested and insisted on seeing some of the others which appeared on the list of vacancies at the Shore Haven which had been furnished (b)(7) by the Open Housing Center, (b)(7)(C) advised (b)(7) that (b)(7) was not being paid to run back and forth to show apartments to people who were being sent over from the Open Housing Center. (b)(7) further discouraged (b)(7)(C) from renting there on the basis that babysitters were hard to find. However, after (b)(7)(C) persisted (b)(7) did show (b)(7) another apartment which (b)(7)(C) did not like either. After this (b)(7)(C) made no further effort to obtain an apartment at Shore Haven.

In order to help clarify this matter, in addition to whatever information you wish to provide, we would like, if possible, a list of all available two-bedroom apartments at the Shore Haven apartments during July 1975, by apartment number, rental rate, whether the previous tenant had children or not, and if any such apartment was not available the entire month of July, the dates during which it was available.

(3) On July 19, 1975, (b)(7)(C) black, (b)(7)(C) (telephone (b)(7)(C), went to the defendant's Wexford Hall complex where (b) spoke with the superintendent (b)(7)(C) who (b)(7)(C) advises was very cordial, showed (b)(7) a two-bedroom apartment which (b) decided to take. When (b)(7) inquired as to the rent, (b)(7)(C) advised (b) either that it was $330 or $335 per month (b)(7)(C) does not recall which). After (b)(7)(C) told (b)(7) that (b)(7) had been told by the Urban League that the rent was $325 per month, (b)(7)(C) told (b) to put down what (b)(7) had been told was the rent on (b)(7) application. With (b)(7)(application, (b)(7)(C) left the required security deposit. The following week (b)(7)(C) received a letter returning (b)(7) check for the reason that (b)(7) and (b)(7)(C) did not have sufficient income to rent the apartment. (b)(7)(C) states that (b) and (b)(7)(C) have a combined yearly gross income of almost $20,000 and that this is what (b)(7) indicated on (b)(7) application.

In order to clarify this matter, in addition to whatever further information you would like to provide, we would like to know the following if possible: (a) the rental rate for two-bedroom apartments at the Wexford Hall complex, and (b) the reason that (b)(7)(C) application was rejected when (b) and (b)(7)(C) appear to have sufficient income to rent the apartment for which they were applying, including a copy of (b)(7)(C) application.

Saxe, Bacon & Bolan

39 EAST 68TH STREET
NEW YORK, NEW YORK 10021

JOHN GODFREY SAXE (1909-1963)
ROGERS H. BACON (1918-1962)

ROY M. COHN
SCOTT E. MANLEY (ADMITTED ILLINOIS AND INDIANA)

DANIEL J. DRISCOLL

MELVYN RUBIN
MICHAEL ROSEN
HAROLD L. SCHWARTZ

(212) 472-1400

THOMAS A. BOLAN
COUNSEL

SEP 15 2 39 PM '75
DEPT. OF JUSTICE
MAIL ROOM
ORDM

September 11, 1975

DOCKETED
SEP 18 1975
CIVIL RIGHTS

Honorable Edward Neaher
United States District Judge
Federal Building
Cadman Plaza
Brooklyn, New York 11201

File
8617
1/30/52

Re: Trump Decree

Dear Judge Neaher:

I am writing to Your Honor in response to a letter of Donna F. Goldstein, Esq., United States Department of Justice, the August 5, 1975 letter of Donna Goldstein in which Ms. Goldstein alleges that Trump Management is in violation of Real Property Law §236, which prohibits the failure to rent based on the fact that an applicant has children. Ms. Goldstein's presentation omits the crucial statutory word "solely."

We submit that this section is in no way applicable to the instant proceeding, as the Consent Order entered into between the parties provides that rentals shall be pursuant to the policy which Trump Management had employed in the past, i.e., if there were children under the vacating occupancy, there could be children under the new lease.

It is thus evident that no one is denied rental solely on the basis that they have children. In fact, this is what the statute provides - that it is a violation only if the sole reason that a prospective tenant is denied rental is that he has children.

SEP 18 1975

175-52-28
DEPARTMENT OF JUSTICE
SEP 16 1975
R.A.O.
CIV. RIGHTS DIV.

As a practical matter it is my understanding from discussions between Trump Management and this office that the only apartments in which this situation even arises are a few buildings located in the Jamaica Estates area of Queens. These buildings are not designed to accommodate the needs of young children, but rather older people who need peace and quiet and a greater amount of security than is usually found in buildings which are designed for the young.

In this one area, children cannot be as happy with the facilities as in the over thousands of other units, and what Ms. Goldstein suggests would be unfair to them. With these few exceptions, the buildings under the control of Trump Management not only welcome rental to families with younger children, but, in fact, have specifically designed a majority of their complexes to meet the needs of minors.

Respectfully,

SAXE, BACON & BOLAN, P.C.

Roy M. Cohn

sb
cc: Donna Goldstein, Esq.

Form DJ-150
(Ed. 4-26-65)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF JUSTICE

TO : Hon. J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division
Att: Frank E. Schwelb, Esq.
Chief, Housing Section

SEP 15 11 43 AM '75
DEPT. OF JUSTICE
MAIL UNIT

DATE: Sep. 9, 1975

CIS:HAB:gp

FROM : DAVID G. TRAGER
United States Attorney, E.D.N.Y.

DOCKETED
SEP 17 1975
CIVIL RIGHTS

SUBJECT: United States v. Fred C. Trump, et al.
U.S.D.C., E.D.N.Y.
File No. 730959 - Civil Action No. 73 C 1529
Ref: D. Goldstein

Attached are two copies of an order setting a conference in the above action for 9:30 a.m., on September 24, 1975.

Henry A. Brachtl

HENRY A. BRACHTL
Assistant U.S. Attorney
Deputy Chief, Civil Division

Enclosure

DJ File Copy

175-52-28

DEPARTMENT OF JUSTICE
24 SEP 15 1975
R.A.O.
CIV. RIGHTS DIV.

RECORD

SEP 17 1975

LEWIS ORGEL
CLERK

UNITED STATES DISTRICT COURT

OFFICE OF THE CLERK
EASTERN DISTRICT OF NEW YORK
U.S. COURT HOUSE
BROOKLYN, NEW YORK 11201

Date: Sept 8, 1975

CALENDAR NOTICE

Re: USA -vs- Fred C. Trump, et al

PLEASE TAKE NOTICE that the above action has been set for Conference before the Hon. Edward R. Neaher, United States District Judge, on September 22, 1975 at 4:30 (a.m./p.m., in Courtroom No. 2. Upon consent of all parties, a timely request for adjournment will be sparingly considered.

Lewis Orgel
Clerk of the Court

By Rafael Diaz
Rafael Diaz
Deputy Clerk

To:

cc: Calendar Clerk

Open Housing Center

New York Urban League

150 Fifth Avenue, Suite 303, New York, N.Y. 10011 (212) 691-7700
Mrs. Betty Hoeber, Director



Files
CBRD
1/30/80

September 2, 1975

Ms. Donna Goldstein
U. .S. Dept. of Justice
Civil Rights Division - Housing Section
Washington, D. C.

Dear Donna,

As per telephone conversation of this afternoon, enclosed find copy of letter and enclosures mailed to you on August 4th.

In addition there was no "Equal Housing Opportunity" ad in Sunday's Times for August. Will check out the minority press tomorrow, if copies of these papers can be obtained.

175-52-28

(b)(7)(C)

Officers of the New York Urban League

President Charles E. F. Millard
Chairman William H. Toles
Secretary Mrs. Theodore W. Kheel
Executive Director Livingston L. Wingate

T. 8/22/75

AUG 22 1975

JSP:FRS:DFG:saf
DJ 175-52-28

The Honorable Edward R. Neaher
United States District Judge
Federal Court House
225 Cadman Plaza East
Brooklyn, New York 10023

Re: United States v. Trump Management, Inc.
Civil Action No. 73 C 1529

Dear Judge Neaher:

I am writing in reference to the Consent Order in the above-styled lawsuit. We are in receipt of Mr. Roy Cohn's letter to you of August 11, 1975, which states that the United States has violated the terms of the Consent Order, and requesting that a hearing be set. We have no objection to another hearing in this matter. In that regard, I am enclosing, for your information, a copy of a recent letter from this office to Mr. Cohn advising him that certain rental practices authorized by the Consent Order are in violation of State Law.

Thank you for your continued patience and consideration in this matter.

Sincerely,

J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division

By:
Donna F. Goldstein
Attorney
Housing Section

cc: Records
Chrono
Goldstein
File

Joan & Rolan

RECEIVED
AUG 12 3 39 PM '75
DEPT. OF JUSTICE
MAIL ROOM
BKLYN

August 11, 1975

DOCKETED
AUG 18 1975
CIVIL RIGHTS

Honorable Edward R. Neaher
United States District Judge
Cadman Plaza
Brooklyn, New York

Re: Trump Decree

Dear Judge Neaher:

The Trump organization has observed the terms of the decree, but the Civil Rights section has violated it in significant respect.

We declined to execute the decree unless language in the Civil Rights Section proposal - Article IV, Section A (bottom of p. 77), which gave the Open Housing Center the unbridled right to redistribute vacancy lists all over the place - was deleted. We pointed up the administrative difficulties this would present, and after discussion before Your Honor, the language was deleted, and the vacancy list to go to Open Housing Center - period.

Despite this, the Center has been mailing out the vacancy lists we have sent to them to other organizations, causing total confusion and extra work, as by the time the inquiry catches up with us, the list is usually obsolete. And what they are doing defeats the very purpose of the deletion. I am advised by (b)(7)(C) of the Trump office that (b) has specifically asked (b)(7)(C) of the Center, and then Miss Goldstein to desist - and both have said they will not unless specifically directed to by Your Honor.

Secondly, Miss Goldstein advises that Article V, No. 2 - p. 13 - which provides that Trump shall adhere to its past and existing practices with respect to two-bedroom apartments and number of occupants - is in her opinion "discriminating" and should not be observed.

175-52-28
DEPARTMENT OF JUSTICE
8 AUG 15 1975
R.A.O.
CIV. RIGHTS DIV.
AUG 16 1975

Bacon & Bolan

This is to respectfully request Your Honor to set a hearing on these ex parte decisions by the Civil Rights Section for sometime in early September (I shall be abroad on business until Labor Day.).

Hoping Your Honor has a pleasant summer, I am

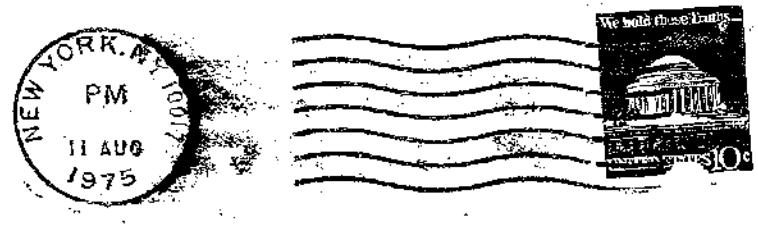
Respectfully,

Roy M. Cohn

sb

cc: Fred & Donald Trump
(b)(7)(C)
(b)(7)
Donna Holdstein Esq.

Saxe, Bacon & Bolan
39 EAST 68TH STREET, NEW YORK, N.Y. 10021



Donna Goldstein, Esq.
U.S. Department of Justice
Civil Rights Section
Washington, D.D. 20530

T. 8/4/75

AUG 5 1975

JSP:FKS:DFG:asf
DJ 175-52-26

Roy M. Cohn, Esq.
Saxe, Bacon, Bolan
& Manley
39 E. 68th Street
New York, New York

Re: United States v. Trump Management, Inc.

Dear Mr. Cohn:

I am writing to seek Trump Management's cooperation in amending the Consent Order in the above-styled lawsuit. As you may recall, at the hearing on June 10, 1975, before Judge Nasher, Mr. Fred C. Trump represented that part of his rental practices included a policy of only renting to applicants with children when the vacating tenants also had children, thereby not increasing the number of rental units in his buildings occupied by children. Judge Nasher asked if such policies violated any state or city law. At that time, we were unaware of any.

It has recently come to our attention that New York State Law (specifically Section 236 of the Real Property Law) prohibits the failure to rent based on the fact that an applicant has children. Upon learning of this, I notified Fred C. Trump */ of the requirements of state law to seek his cooperation in voluntarily adjusting his rental practices. However, it appears that defendant's

*/ At a recent educational program for employees that I agreed to conduct.

cc: Records
Chrono
Goldstein
USA - Brachtl
File

rental policies with respect to children has not as yet been changed to conform to state law. We are aware of at least one instance where an applicant with children was informed that (b) could only qualify for an apartment where the vacating tenants also had children.

Accordingly, we are requesting that Trump Management agree to amending the Consent Order by the enclosed Supplemental Consent Order, so that all practices under the Decree conform to applicable law.

Thank you for your cooperation in this matter. I look forward to hearing from you at your earliest possible convenience.

Sincerely,

J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division

By:

Donna F. Goldstein
Attorney
Housing Section

cc: (b)(7)(C)
Trump Management, Inc.

Mr. George Zuckerman
Bureau Chief, New York State
Department of Law

Open Housing Center
New York Urban League

150 Fifth Avenue, Suite 303, New York, N.Y. 10011 (212) 691-7700
(b)(7)(C) Director



F.O. (GGDL) 175-52-78 7/30/82

August 4, 1975

Ms. Donna Goldstein
U. S. Dept. of Justice
Civil Rights Div.- Housing Section
550 11th Street
Washington, D. C. 20530

Dear Donna:

The following is a chronology of events relating to the Trump listings and adherence to the consent decree:

7-9-75 (b)(7)(C) went to Coronet Hall, 172-70 Highland Ave., Queens and after asking to see a studio, was shown 8G and told by the super that it rented for $185.00. (b)(7)(C) advised the super that the Trump Management list showed the apartment to be $175.00. The super said that the list was incorrect but that if it showed that price (b) would rent at the lower rent. (b)(7)(C) filed an application and left a deposit. The events that unfortunately occured subsequently re (b)(7)(C) application, which showed that (b)(did not earn what (b)(entered on (b)(application, a bounced check, and finally Trump calling (b)(7)(C), who agreed to guarantee the rent, do not alter the original misquote of rent. (I informed (b)(7)(C), who tried to say that (b) extended (b)(7)(C) so that we wouldn't think they were discriminating, that neither Justice Dept. nor Open Housing Center expected (b)(to take unqualified applicants.)

526-6078

7-19-75 (b)(7)(C) went to Clyde Hall, 87-05 166th Street, Queens after being told by our office of a 4½ room apartment on the list, renting for $275. (b)(7)(C) was told by the super in a very rude manner that there were no two bedroom apartments in the building, and if (b)(liked (b)(7)(could ring all the bells and see for (b)(7)(C) I called (b)(7)(C) on 7-21 and (b) in formed me that there was one apartment of that size in the building, and that on the day in question it was already rented. However, the super did not say this; (b) said there ware no apartments that size

7-23-75 (b)(7)(C) went to Shorehaven office and was taken care of by a (b)(7)(named (b)(7) (b)(was shown one apartment willingly and after much insistence a second apartment, (b)(7)(angrily stated that a lot of

(212) 677-2300 (x241)

Officers of the New York Urban League
President Charles E. F. Millard | Chairman William H. Toles | Secretary Mrs. Theodore W. Kheel | Executive Director Livingston L. Wingate

people were coming and looking at apartments and not taking them and that the Open Housing Center doesn't pay them to show apartments to all these people. (b)(7)(C) after determining that (b)(7)(C) worked and had two small children, advised (b)(7)(C) that it would be very difficult for (b)(to get a baby sitter in that neighborhood. Such information was not solicited by (b)(7)(C) reacted in an angry manner when (b)(learned that (b)(7)(C) had a set of listings, and said that (b)(had no right to them. Since a complete set is supposed to be available at Shorehaven and Beach haven, I don't know why this should bother them. In fact, it saves them the trouble of being asked to show it, since only one person in each office has the list and (b)(7)(C) gave me their names.

7-25-75 (b)(7)(C) went to Shorehaven and saw (b)(7) (b)(7)(C) asked about priority apartment 1E and was told it was rented. Further, that all 3½ room apartments were $210.00. Second, although by 7-25 the priority on 1E no longer held, it could not have been rented because it was on the list we received on Monday 7-28-75, which I understand is prepared on the previous, which would have been 7-25. (b)(7)(C) informed this office that we had no right to circulate the list since the paragraph relating to our referring this information to others was crossed out on page 7 of the decree. We informed (b) that crossing it out didn't deny us this right.

622-3332

Have you been able to straighten ou the point re the renting of an apartment to a family of th same size as the one leaving the premises, on P. 13 of the decree? (b)(7)(C) previously mentioned herein, was told by (b)(7) that several of the apartments on the list c uldn't be shown because they had been occupied by smaller families.

Enclosed find copies of ads in El Diario and Amsterdam News. The former complies with P. 9 of th decree but the latter does not seem to have 15 lines. There is also great disparity in the print size and spacing. Is the layout of ad done by the paper or by Trump?

Although it doesn't violate P. 8A of the decree, it is interesting to note that the first ad in the Times to use "Equal Hous ing Opportunity" at its base included Patio Gardens, which is predominantly Black. Also note the vast difference in size of "prominent capital letters" on each, as well as between the two addresses.

Hope to hear from you soon on the above.

Sincerely yours,

(b)(7)(C)

PS:dc
encl.

365 BROOKLYN
FURNISHED APTS 123

COLUMBIA COLEMAN
REAL ESTATE

363 BROOKLYN
UNFURNISHED APTS 123

REFRIGERATOR RENTALS

365 BROOKLYN
UNFURNISHED APTS 123

359 BROOKLYN
UNFURN APTS 4 & OVER

No Brokers Fee

359 BROOKLYN
UNFURN APTS 4 & OVER

359 BROOKLYN
UNFURN APTS 4 & OVER

356 BROOKLYN
UNFURN APTS 4 & OVER

Sunday Times 7/27/75

BROOKLYN
LIKE YOU
WANT IT TO BE.

IMMEDIATE AND FUTURE
OCCUPANCY
See our furnished models

NEW CONVENIENT HOURS
Mon-Fri 12 Noon to 8 PM
Sat and Sun 10 AM to 5 PM

972-5410

SEE OUR
DISPLAY AD

Directions: Brklyn Pkwy to Pennsylvania Ave exit, follow our signs to model apartments.

PATIO GARDENS

1½ Rm Apt $275
2½ Rm Apt $265
3½ Rm Apt $285
4½ Rm Apt $360

676 FLATBUSH AVE

EQUAL HOUSING OPPTY

SHORE HAVEN

1½ Rm Apt $200
Studio Apt $165
4½ Rm Apt $230

EQUAL HOUSING OPPTY

FREE ELECTRIC
FREE GAS
FREE AIR COND.

SEA ISLE

Air Conditioning Free Gas
SWIMMING POOL
Attract Furn. Apt $230.35
3901 FROSTBAND AVE

ISLAND HOUSE

2 OLYMPIC SWIMMING POOLS

the place . . . the space
the grace . . . the pace"
the fountains
Studios, 1 & 2 Bedrm Apts
from $265 to $505
Special leases for
special residents

Call Mrs. J. Berdes 448-1130
BRASHEAR & BYLAN BLVD.

STATEN ISLAND'S
FIRST AND ONLY

ELMWOOD

FREE GAS & AIR CO...
31-35 CRESCENT ST

Astoria, 31-43 Cre...
STUDIO & 1 BEDR... APTS.

It's the place to look for the property of your choice . . . it's a place in advance for quick and profitable re-placement. Contact your Classified Ad. in New York Daily and Sunday Times. Call (212) OX 5-3311 between 9 A.M. and 5:30 P.M. or find a branch office near you.

Open Housing Center

New York Urban League

150 Fifth Avenue, Suite 303, New York, N.Y. 10011 (212) 691-7700
Mrs. Betty Hoeber, Director



RECEIVED 4
AUG 6 56 PM '75
DEP. OF JUSTICE

August 4, 1975

DOCKETED
AUG 1 1 1975
CIVIL RIGHTS

Ms. Donna Goldstein
U.S. Dept. of Justice
Civil Rights Div.-Housing Section
550 11th Street
Washington, D.C. 20530

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175-32-28
DEPARTMENT OF JUSTICE
21 AUG 9, 1975
Civ. Rights Div.

Officers of the New York Urban League

President Charles E. F. Millard
Chairman William H. Toles
Secretary Mrs. Theodore W. Kheel
Executive Director Livingston L. Wingate

AUG 1 1 1975

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Hope to hear from you on the above soon,

Sincerely Yours,

(b)(7)(C)

SP:dc
Enclosure

Sunday, July 21, 1975 NY Times

FLATBUSH, 1092 DEKALB AVE. 4 Rm Co-op Essex Island Ave. Exp 3 rm discount apt. Many bldgs. Mr everything. see to Apt 15.

FLATBUSH, Hinckley Place 2-24 (Bet Co... & Ave L nr Ave R Sta) 4 top disc... fav. line available bldg. No fee. See... call 6A or call 253-1340.

FLATBUSH 36 DAHILL RD
3 rms $240. Mod elev bldg, nr trans, ... NO FEE Supt Apt 6AB8

FLATBUSH (Near OCEAN AVE)
3½ & 4½ Rm Apts
LIEBEN & COHEN Supt upstairs

FLATBUSH, E. 46 St & N. 4½ rms, avl ... Nice area, nr shops, transp. $230 inc ht... 2-1947

FLATBUSH 3½ rooms in 2-family house, ... working couple. Call after 5PM ...

FLATBUSH GREENBRIER Apartments, 3½, ... & 5 rooms. Call Mr. P. Powell at ...

GLENWOOD AVE, 39, Lux elev. bldg. ... St Nicholas Ave) 4½ Rms $265 ... Call 649-6766 or 943-6776

GLENWOOD 4½ split TyDawn colonials, 2 ... Backside dishwasher, closets, air stirs... Immediately 531-93...

HAND ARMY PLAZA-5 rm, secure ... Utils, laundry facil. Call Orlean OR... 4180. Owner 282-3880

HAVEMEYER ST, 245, Beautiful, elev, ... 2 bdrms, 2 baths. Studio & 1 Bdrm. ... Up to 20. 212-398-3183, 347-2500 Bl...

HAVEMEYER Ave, Lux garden develop... Studio $165, 3½ Rms $225. Call 646-1444 or 246-6776.

HAVEMEYER ST 24-32
LOVELY 2 ROOM APT
Newly Art Reno. Available Immed. ... Reasonable Rental. NO U.F.F. Call ... 266 2397 Mon-Fri or See Sup...

KINGS HIGHWAY VIC
KINGS ROANN
93 WHITNEY PLACE
3½ GARDEN $198
1 MONTH FREE RENT
NO FEE
Near SUBWAY & McDONALD Ave
998-1918

KINGS HWAY BKLYN COLLEGE
Unfurnished-Studio ... $145
Unfurnished-1½ Rm ... $165
Unfurnished-2 Rm ... $185
Unfurnished-2½ Rm ... $205
Unfurnished-3½ Rm ... $265
Unfurnished-4½ Rm ... $295
Unfurnished-5½ Rm ... $335
Unfurnished-6½ Rm ... $375
Unfurnished-7½ Rm ... $395
Unfurnished-8½ Rm ... $425
Unfurnished-9½ Rm ... $455
Unfurnished-10½ Rm ... $485
Unfurnished-11½ Rm ... $515
Unfurnished-12½ Rm ... $545
Unfurnished-13½ Rm ... $575
Unfurnished-14½ Rm ... $605
Unfurnished-15½ Rm ... $635
Unfurnished-16½ Rm ... $665

BAY RIDGE. 3 CTOS $125
4 CTOS. $160. 4TO PISO
329 - 50 ST., BKLYN

Muchos Aptos
2,3,4,5,6,7 Ctos. Well. OK No com.
Mr. Cruz, 389-7023

21ST Ave...8635
Apto. 2½ cuartos $235
Solicite al Super
8635 21st Ave.
Igualdad OPortunidad
Vivienda

370 Ocean Parkway
4½ cuartos $406
Solicite al Super
370 Ocean Parkway
Igualdad Oportunidad
Vivienda

Bayridge, 61st St entre 4ta y 5ta Avenidas. Aptos 3, 4 y 5 ctos. disp. Llamar 942-4292 o 237-9000 Broker

PARK SLOPE Y BAY RIDGE
APTOS 5-4-3-2½ CTS
Todos en buenas conds, cerca escuelas, tiendas, transp. Niños ok. Tamb. aptos. amuebl.
SLOPE RLTY 788-7391
321 7ma AVE, BKLYN

AREA BUSHWICK
4½ ctos. $180; 4 $170; 4-$160; 4-$150. 3-$135. Todos con estufa y refrigeradora.
NO HONORARIO BROKER
Wilson Realty 443-2300
340 Wilson Ave., Bklyn.

Bayridge, 61st St. entre 4ta y 5ta Avenidas. Aptos 3, 4 y 5 ctos. disp. Llamar 942-4292 o 237-9000 Broker

BORO PARK-FLATBUSH, 3 ctos. Edif limpio, cer tiendas y transp, 3er piso. $145. Dueño. No honorario. 852-5584

3 Y 4 CTOS. $100
1er y 5to piso. 393 So. 2 St.
B'klyn. Supt apt 6. 782-4304

Tiendas Comerciales

Bay Ridge-brick loft bldg. and 2 stores, aprox. 16,000 sq. ft. with priv. parking lot. Priced for quick sale. 699-6390

2 fams con barra

MIRA NUEVA SELECCION
6-5½-4½-3½-2½ CTOS.

8 ctos. 193 y Wads. elev. $325 - 7 ctos. 181 St. y St. Nich elev $250 - 5 ctos. Ft Wash y 181 St. elev. $250 - 4 ctos. Ft Wash y 182 St. Elev. $235 - 4 ctos Dyckman area, frte. $200 - 4 ctos. Wads. y 188 St. Elev. $200 - 3 ctos. 183 y Bway Ptdo. $160 - 3 ctos. Bway y 193 St. elev. $160 - 3 ctos. Dyckman area, frte. $150 - 3 ctos. 187 y St Nicholas, frte $150 - 3 ctos. Audubon y 181 St. elev $135 - 3 ctos. Bway y 193 St., bajo, $135 Dyckman y B'way, ptdo. $150 Muchos mas - Wash. hts y W. Bronx. 781-2020. 4182 B'way.

APTO. 3 Y 4 CUARTOS

Para alquilar. Precio razonable. 241 E. 13 St. Super = 1

340 W. 47 St. 2-3 ctos. mod. accesorios. Cto. lavanderia gas incl. Renta raz. Supt 1A
541-5195 245-6028

51 St. 410 W. (cerca 9na Ave) Nuevo edificio renovado 1 dorm. $200; 2 dorms $225 carpetas incl. buena localidad para tiendas y transportacion

2½ ctos.bonites $125 y mas, cerca sub. y omnibus. Parte baja de Manhattan. 40 Clinton St. NYC. Ver supt

12 St. 527 E (Saliendo Ave A) 3 ctos. $103; 4 ctos $125 1 MES RENTA GRATIS

201 W. 84 St. 6 ctos gdes y claros ult piso, escaleras. $210 Ver super, 509 Amsterdam Ave. Apto. 3-N o 799-6098

38-48 SICKLES ST. CERCA DYCKMAN. 5 CTOS & 3 CTOS WELFARE OK. NO HONORARIO VER SUPER O TEL. 855-7475

APTOS PARA ALQUILAR
LLAMAR 982-4128

207 E. 105 ST.

3 ctos. $110 Ver Super Apt 3

520 E. 11 ST
3 ctos. $110, 4 ctos. $125
Ver Super, Apto. 22

232 E. 116 St.
3 ctos. $110, 4 ctos. $125
Ver Super Apto. 4

119 E 102 (ENTRE PARK/LEX). 3 CTOS 2do PISO $95. 4 CTOS 1er PISO $125. NO HONORS LLAME SUPT SOTO PARA CITA TR6-5088; DUENO KI7-5888

10th Ave. 3852 (207 St.) 3 ctos., recien decorados. Ocupacion inmed. Lease. $125. Supt. 942-3197. No honorario

B'way y 151 St. cerca Riverside

Cooper St.
Edificio Bien mantenido
Apto studio $120.
Llame 212 8/29 o 243-6776

559 WEST 140 ST.
Saliend B'way, Apt 5 ctos. $200. Fianza. Mr. Harley, Apt. 33. 862-5396 o 862 1675

Amsterdam Ave. 423. Cerca 81st St. 4 cuartos disponibles. Llamar 595-7803 o 237-9000 Broker

CLINTON ST. 107

(ESQUINA DELANCEY ST.)
BUEN EDIF. BUENOS INQUILINOS
CERCA A TRANSITO, TIENDAS

BONITO APTO. 1 DORM

SORGEN RENTAL. $125. NO HON.
VER SUPER O LLAME 524-1236

53 W. 106 ST.

4 mod. ctos. mod edif. $145
Super apt 3, tel. 865-5372

426 W. 56 ST. APTOS 3 Y 4 CUARTOS DISPONIBLES. $150 A $185. WELFARE ACEPTADO. VER AL SUPER.

444 E. 118 ST.

Apto. 4 ctos. 2 dormitorios.
INF: 873-7737

DYCKMAN ST. (3 CUADRAS SUR DE SICKLE ST.) 4 CTOS 4TO PISO. $153.50. NO HON. LO 9-3999 LU 5-8870

Cuartos Amueblados

CASTLE HOTEL-CUARTOS

LIMPIOS-TODOS TRANSEUNTES
TV. A prueba fuego rez.
36 W. 106 ST. NYC. UN 5-7190

310 WEST 95 STREET

CTOS DOBLES Y SENCILLOS
NE. derecho cocina. SUPER

214 WEST 92 STREET

CTOS. DOBLES, SENCILLOS
DERECHO COCINA. Apto 2-A

HOTEL LUCERNE

201 W. 79 St. EN 2-7100, 1-2 cts Cocinas. Senc. $30 Sem. más. Lugar respetable, tranquilo guagua subway en la misma calle

208 W. 94 St. Devon Resi. Hotel Cuartos limpios. Ascensor con Oper. Sencillos y Dobles. Baz Tambien Cuartos con cocina

416 COLUMBUS AVE. (ESQ. W 80) Cuatos amueblados grandes, sencillos y dobles; cocinita y bano priv. Edif. Ascensor. Buena seccion

211 WEST 101 ST.

Dobles, sencillos, coc y refrig. Edificio con Ascensor

58 St. 158 W. (6-7 Aves.)
PARK SAVOY
A todos los latinos en N.Y. - Tenemos los precios mas bajos en sencillos y dobles con TV en las mejores localidades de la ciudad; facilidades cocina disponible. Hablamos Espanol.

STANFORD HOTEL
155 WEST 22ND ST. NYC
APTOS. CON COCINITAS Y 2 CTOS. $40 Y MAS

2686 BROADWAY
Frte. subway 103 St. Sencillos, dobles, cocine priv. Renta Razonable-haxotadultos. Welfare OK.

W. 183 ST W 187 ST.
CTOS DOBLES CON COC.
PRIV. 1 CON BANO PRIV.
LLAMAR 247-8122

304 WEST 92 STREET

HOTEL HUTTON HALL

Conv. localizacion alto Manhattan Sem. desde $25. Diario desde $5 Aptos cocinitas. baño, priv. TV

BAJAS BAJAS RENTAS
Cuartos grandes amueblados con o sin cocinitas. Bien amueblados, todo moderno. Cerca todo. Solic. 3 convenientes localidades.
156 W. 83 St. 251 W. 20 St
21 E. 21 St. y 600 West 113 St.

109 ST. 312 W (B'WAY)
BAJAS RENTAS
UN MES SOLAMENTE!

Bien decor. gdes dobles y sencillos con cocinitas en esta buena localidad, cerca subways & tiendas. Portero 24 hras. Dobles $23 a $30; sencillos $15 a $21. Hablamos Español

Broadway 92 Street 873-9126
Sencillo. senora o Senorita trabajen. Familia Sudamericana

Parkview Hotel, 35 W. 96 St. Bien amueb. Senc y Dobles con cocinas, banos privado, ½ bloque subway. $20 Sem y mas

430 E. 115 ST
ENTRE 1ra PLEASANT AVE
6 CTOS: $150 MENS VER SUPT APT 13 860-2588

CAMDEN RESIDENCE HOTEL
Amuebl. Sencillas, dobles elev. Facil cocina, Desde $22-$30 sem. 206 W. 45 St. 869-4116

Se alquila un cuarto para matrimonio. Cerca del tren. Llamar

868-6348

DOBLE Y SENCILLO

COCINA Y BANO, AMUEBL.
103 W. 73 ST.

Se alquilan habitaciones para persona sola o matrimonio en casa de familia. Llamar Tel. 568-2375 desp. 5 PM

Tiendas Comerciales Locales

AVE B CERCA 10 ST.

APROX 950 PIES CUADR.
384-3230 387-5150

Aptos. Amueblados

ELMHURST 3½ CTOS.
Muebles nuevos, carpetas pared a pared. 1 cuadra sub. 74 St. 41-54 75 ST SUPT 2A

Jackson Hts. 3½-4½ ctos. muebles nuevos, carpetas pared a pared. 2 cuadras subway. 37-33 80 St. SUPT A4

Jackson Hts. 2½-3½ ctos. muebles nuevos. Alfombras pared a pared. 1 cuadra sub. 74 St. 40-30 73 St. super A-7

Aptos Vacios

JAMAICA ESTATES

188-30 87th DRIVE
Studio Y Apts 3½
CER TODO 776-8212
Ver Super, Apt. 1-M

APTOS AREA ONS ESTUDIO
3-4-5-6 ctos. vacios/
PORTICO RLTY 779-1177
72-22 Roosevelt Ave. Jack. Hts.

JACKSON HTS./ELMHURST
3-4-5-6 CTOS. CERCA SUBWAY
NINOS OK. VETERANS RLTY CO.
40-10 Junction Blvd. HA9-7900

JAMAICA DITMARS APTS

188-35 162 Street

Studio, 3½ gas gratis
No comision, Super en 1-A

FLUSHING

132-25 MAPLE AVENUE

THE STONE RIDGE
Studio, 3½ y 4½
Agte en el lugar diariamente
NO COMISION 445-6192

FLUSHING
SANFORD TERRACE
3½ CTOS

132-57 SANFORD AVENUE
(2 cuadras Main St) gas-electr gratis. Bar disp. No honorarios. Ver Super, Apt. 2-A

ELMHURST

OPORTUNIDAD

Mudese hoy. Tenemos Casas para rentar. Aptos desde 3 a 7 Ctos. Aptos amueblados en los mejores vecindarios.
ARCSY REAL ESTATE
145-11 HILLSIDE AVENUE
Tel. 657-6300

Jamaica Apto. Studio $140
Casa 6 cts $260 2 bloques subway. Ver super 89-22 Parsons Blvd, 657-4348, 763-4470

Fam. Suramericana renta $475.00 apto de 3½ ctos casa p
Tel- 474 0808
650 Bch 69th St.
Rockaway

CORONA

Sotano, luz y gas incl. para personas que trab. 271-0975

CENTRO APARTAMENTOS

Estudio $140-2½ $165, 3 $175
Clientes Disponibles, Ninos OK
DELGADO RTY. 429-45
75-09 Roosevelt Ave. Jack. Hts.

Se alquila apto. moderno 2 cuadras subway Corona.
TEL. 651-8808

L.I.C. 41-25 23 ST.,
4 CTOS CERCA SUB.
CASA PRIVADA
939-2263; 445-1329

APTO 6 CTOS. $240
CERCA TRANSP Y ESCUELAS.
SITIO AGRADABLE. PEDIMOS REFERENCIAS. 441-2590

Apto. 3½ cuartos a ½ cuadra subway Flushing. Renta $
45-25 40 St., Sunnyside.
Telefono 651-9488

Jack Hts. 89-14 34 Ave.

Bonitos 4½ $230; 3½ $185
Buena localidad, Supt 1R

JUNCTION BLVD. CASA NUEVA
STUDIO, $185.
Llamar Mr. Aragona, 446-0100

TENEMOS APTOS

Estudio amueb. $45 sem. G y L o sin muebles. 3 ctos. cer. t. $165. 4 ctos. $200 y $235. 6 ctos. $300. Cto. para matrimonio $30 sem

CASANA RTY. - 445-7900

ABIERTO 7 DIAS, 9-9
35-26 149 Place, Flushing

Jackson Hts. area. Edificio Elev. No honorario. 1½, 2½, 3½, 4 ctos. $145; $165; $180; $225. Adultos maduros. Ref req. 423-3011

Jamaica-5 ctos modernos Hillside Ave. cerca Parsons subway

LA PRENSA, Miercoles, 30 de Julio de 1975

Amsterdam News
Wed. Aug 6th

Cont. From Preceding Page

361 BRONX UNFURN APTS 4 & OVER

6 rms. 901 E. 167 St. $195
6 rms. 1123 Tiffany St. $220
4 rms. 592 Concord Ave. $160
See Supt or Call 665-7122 Owner

6 room apt. in 2 family house. Working people pref. Near transportation. Call 795-6722 Owner

7 large rooms, Call after 5 P.M. Owner

363 BRONX CO-OP APTS

N.E. BRONX
HEDGE AGAINST INFLATION
Why Pay Rent. You Can Own a co-op for less.
2-3½ & 4 Rooms.
Save on tax deduction.
CRESTDALE 671-1100.

Co-op City – 2 Bedroom, A C, Gas and Electric, 18th floor, large rooms, $2,200. Down payment, $250. month. Owner 723-1497

Co-op City. 2 bedroom apt with terrace. Price $2,250. maintenance $287., including gas and electricity. Air conditioned. Extras. 320-2572. Owner.

Co-op City 6½ rooms with balcony, air conditioned 1½ bath. $356 monthly gas & electric included. $2,925. equity. 379-3195 Owner

Co-op City 4½ rooms. Central air condition. Utilities included. Nice view & good schools 379-5913 Owner

366 BROOKLYN FURNISHED APTS 123

HOTEL LAFAYETTE
25 Lafayette Av., Brooklyn, N.Y.
1 & 2 room apartments all with bath & kitchenettes 24 Hour guard & switchboard service.
Transients welcome.
Phone 858-1900

ADELPHI ST.
2 ½ rooms private kitchen, near transp. Working couple pref. $35 weekly Owner, 625-2438

ALBANY AVE, 162
3 room furn apt., Children, welfare OK 9-1852 Owner 773-0069

ALL MODERN 2 room decorated furnished apt. 622-1927 owner

CENTRAL AVE., 642 near Decatur

366 BROOKLYN FURNISHED APTS 123

3 modern rooms $55. weekly
2 room apt $37.75
3 room apt $49.75
Room & kitchen $35
2½ room kitchenette $38.00
One room kitchenette $33.75
Extra 1½ rooms, large $10.00
Medium Room $25.00
Hall room $17.50
CORINNE COLEMAN REAL ESTATE
1062 Fulton St. Nr. Classon
HY 5-4437 HY 5-4310

3 room ground floor apt. $165 monthly Utilities included
Owner 647-8394

675 Halsey Street
Partly furnished 3 room apt. $36 weekly. 455-5363 or 453-3201 Owner

366 BROOKLYN UNFURNISHED APTS 123

21st Avenue, 8635
2½ Room Apt. $235
Apply Supt. 8635 21st Ave.
Equal Housing Opportunity

370 Ocean Parkway
4½ Room Apt. $406
Apply Supt. 370 Ocean Pkway.
Equal Housing Opportunity

All modern 3 room decorated unfurn apt. 622-1927 Owner

Apartments Available.
3 rooms, all areas. No fee.
Britvan Realty Assoc.
756-7400.

BAINBRIDGE ST 295 A.
3 room unfurn apt.
Call Owner
MA 2-7770

Beautiful 3 room apt. Private house, near all transp. Hollywood bath. Owner 945-2691

BEDFORD AVENUE 837 — near Myrtle Avenue, unfurnished 2 nice modern large rooms, private kitchen and color tile bathroom, nice house, nice super, welfare welcome. No fee 625-5342 or 345-2656 Ring Bell 2A or 3A Owner

BEDFORD STUYVESANT VIC. 3-3½-4 rooms; also 6 rooms with 2 baths. Call Julie Afternoons, 252-2506

Bergen St. & Rogers Ave. 3 modern rooms and 2 rooms Near transp and shopping Reasonable. Owner. 544-1478

BEVERLY ROAD - 3 rooms, elevator building, child, utilities, near transp. $135. Apartment Referral Service UNLIMITED 434-9166

368 BROOKLYN UNFURNISHED APTS 123

368 BROOKLYN UNFURNISHED APTS 123

REMEEDER HOMES
RENTING OFFICE
350 SHEFFIELD AVENUE
BROOKLYN, NEW YORK 11207
TELEPHONE: 485-8400
2 - 3 - 4 - BEDROOM APARTMENTS
SPONSORS:
REMEEDER HOUSING DEVELOPMENT FUND CO., INC.
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION
HOUSING DEVELOPMENT ADMINISTRATION — CITY OF NEW YORK
MANAGING AGENT:
WEBB & BROOKER, INC.
AN EQUAL OPPORTUNITY HOUSING DEVELOPMENT
OPEN SATURDAY 10 AM to 3 PM

HOME RENTAL
Crown Street, 3½ large rooms children welcome, utilities included. clean, $140. month. Apartment Referral Service
859-2880

HOME RENTALS
Brooklyn Avenue Studio Walk in apartment, just painted, with utilities included. Apartment Referral Service
859-2880

HOME RENTAL
Downtown, 2 large rooms near all transp. Everything private modern bath $120. month. Apartment Referral Service
859-2880

HOME RENTAL
Utica Avenue, 3½ big rooms Children and welfare welcome near all shopping and transp. $126. month. Apartment Referral Service
859-2880

HOME RENTAL
Troy Avenue, 3 rooms, Secure elevated building, children and welfare welcome. $130. month. Apartment referral service
859-2880

HOME RENTALS
Prospect Place, 2½ rooms near all transp. and shopping, children and welfare welcome $135. month. Apartment Referral Service
859-2880

HOME RENTAL
Linden Blvd. 3 room apartment children and welfare welcome. just painted near transp. and shopping. Apartment Rental Service
859-2880

HOME RENTAL
Ocean Avenue 2½ room, walk in apartment, Modern stove and refrigerator with gas and electric included. $125. month. Apartment Referral Service
859-2880

HOME RENTALS
Grand Army Plaza, 3 room, elevator building, Child and welfare welcome $130. month. Apartment Referral Service
859-2880

HOME RENTALS

St. James Pl (Near Fulton St.) 3 rms, all paint'd, refrigerator and stove, welfare welcome. No Fee. Owner 788-6434

ST JOHNS PLACE, 1604
3 rms $135
Owner,
778 2016

SUTTER AVENUE, 204 3 nice rooms $125. Painted no fee. Super 1 flight up. 496-4272 or 252-9129 Owner

TAPSCOTT STREET 175
3 & 4 room apartments, reasonable prices, No Fee. Agent 353-2416

THOMKINS AVENUE 400
BREVOORT PLACE 27
CLASSON AVENUE 463
FULTON STREET 1117 2½ rooms modern tile bath, welfare welcome, one months security to lease signed before August 31st 1975 Owner 513-0001

Three room apt for rent $200 monthly. Utilities included. Ground floor.
723-3960 Owner

Three room apartment $150 monthly, working adults preferred. No Agents. Call evenings, 496-4375 Owner

Unfurn apts for rent. 1 to 5 rms. Good local ons. Welfare welcome. Broker 202-7905

Union Street,
3 large rooms modern kitchen and bath near Subway. $140. Mr. Kirk 492-9606

Vernon Ave 85 - bet Tompkins and Marcy. 3 rms. $150 and 4 rms. $160 NO FEE. Apply Super 388-0936 or Owner 491-4273

WASHINGTON PARK
2½ rooms, near transp. Working couple pref. $160 monthly. Owner 625-7410

Welfare welcome for our 2, 3, 4, 5, and 6 room apartments Owner 788-4369.

MAN

CALL

J. L. Glean

CALL

ALBANY AVE.
EASTERN PKWAY

T. 7/22/75

JUL 22 1975

JSP:FES:der
DJ 175-52-28

Mrs. Eleanor Holmes Norton
Commission on Human Rights
52 Duane Street
New York, New York 10007

Re: United States v. Trump Management Company,
C.A. No. 73-C-1529

Dear Mrs. Norton:

Thank you for forwarding us the anonymous letter about Trump Village. While this type of anonymous allegation is almost impossible to investigate, we will do what we can in our continuing monitoring of Trump's activities.

I enclose a copy of the consent decree as to the Trumps. While the newspapers erroneously described it as an "agreement," it is in fact rather a comprehensive permanent injunction.

Kindest personal regards.

Sincerely,

J. STANLEY POTTINGER
Assistant Attorney General
Civil Rights Division

By:
FRANK E. SCHWELB
Chief
Housing Section

cc: Records
Chrono
Schwelb
Trial File

TRUMP MANAGEMENT, INC.
2611 WEST 2ND STREET
BROOKLYN, N. Y. 11223
SH 3-8030

RECEIVED
JUL 10 11 09 AM '75
DEPT. OF JUSTICE
MAIL ROOM
ORGM

July 16, 1975

DOCKETED
JUL 21
CIVIL RIGHTS

Donna Goldstein, Esq.
Civil Rights Division
United States Department of Justice
550 11th Street, N. W.
Washington, D. C. 20530

Dear Donna:

I recently had a conversation with Mrs. Betty Hoeber regarding the furnished apartments at Briar Wyck. I informed her that our renting requirements differ slightly in that building due to the fact that we have a great many furnished apartments and we are more lenient in our rental procedures.

Basically, we are willing to lease these furnished apartments on a short term lease anywhere from three (3) months or longer. We require one (1) months advance rent and 1-1/2 months security.

I hope the above meets with the approval of your Department so that we can continue our past rental practices at this building.

Very truly yours,

(b)(7)(C)

IE/h

C.C.: Mrs. Betty Hoeber
Director of Open Housing Center
National Urban League

175-52-28
DEPARTMENT OF JUSTICE
24
JUL 21 1975
RECORD
CIVIL RIGHTS DIV.
JUL 22 1975

T. 7/9/75

JSP:FES:DFG:saf
DJ 175-52-28

JUL 10 1975

Mr. Lou Harrison, Editor
Real Estate Weekly
257 Park Avenue South
New York, New York 10010

Re: United States v. Trump Management, Inc.

Dear Mr. Harrison:

I enjoyed talking with you today and hope I clarified some of the issues involved in the Trump settlement. I have enclosed a copy of the Consent Decree for your information.

Sincerely,

J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division

By:
DONNA F. GOLDSTEIN
Attorney
Housing Section

cc: Records
Chrono
Ms. Goldstein
File

TRUMP MANAGEMENT, INC.
2611 WEST 2ND STREET
BROOKLYN, N. Y. 11223
SH 3-8030

RECEIVED
JUL 14 10 55 AM '75
DEPT. OF JUSTICE
MAIL ROOM
ORGN

July 10, 1975

DOCKETED
JUL 16 1975
CIVIL RIGHTS

Frank Schwelb, Esq.
Chief, Housing Section, Civil Rights Division
U. S. Department of Justice
550 11th Street, N. W.
Washington, D. C. 20530

Dear Mr. Schwelb:

This is to assure you that an educational program to all employees with rental responsibilities, as directed in the Consent Decree Order of June 10, 1975 has been conducted by me personally pursuant to your instructions.

Very truly yours,

(b)(7)(C)

IE/h

CC: Donna Goldstein, Esq.

175-52-58
DEPARTMENT OF JUSTICE
24
JUL 15 1975
R.A.O.
CIVIL RIGHTS DIV.
RECORDED
JUL 16 1975

TRUMP MANAGEMENT, INC.
2611 WEST SECOND STREET
BROOKLYN, N. Y. 11223



Donna Goldstein, Esq.
Housing Section, Civil Rights Division
U. S. Department of Justice
55 11th Street, N. W.
Washington, D. C. 20530

TRUMP MANAGEMENT, INC.
2611 WEST 2ND STREET
BROOKLYN, N. Y. 11223
SH 3-8030

JUL 14 10 55 AM '75
DEPT. OF JUSTICE

July 10, 1975

DOCKETED
JUL 16 1975
CIVIL RIGHTS

Frank Schwelb, Esq.
Chief, Housing Section, Civil Rights Division
U. S. Department of Justice
550 11th Street, N. W.
Washington, D. C. 20530

Dear Mr. Schwelb:

This is to assure you that an educational program to all employees with rental responsibilities, as directed in the Consent Decree Order of June 10, 1975 has been conducted by me personally pursuant to your instructions.

Very truly yours,

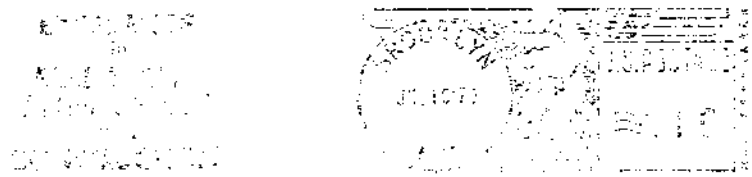
(b)(7)(C)

IE/h

CC: Donna Goldstein, Esq.

175-52-28
DEPARTMENT OF JUSTICE
24
JUL 15 1975
RECORD
R.A.O.
CIVIL RIGHTS DIV.

TRUMP MANAGEMENT, INC.
2611 WEST SECOND STREET
BROOKLYN, N. Y. 11223



Frank Schwelb, Esq.
Chief, Housing Section, Civil Rights Division
U. S. Department of Justice
550 11th Street, N. W.
Washington, D. C. 20530

TRUMP MANAGEMENT, INC.
2611 WEST 2ND STREET
BROOKLYN, N. Y. 11223
SH 3-8030

JUL 7 2 09 PM '75
DEPT. OF JUSTICE
MAIL ROOM

July 1, 1975

DOCKETED
JUL 11
CIVIL RIGHTS

Donna Goldstein, Esq.
U.S. Department of Justice
Civil Rights Division
550 11th Street, N.W.
Washington, D.C. 20530

Files
7/30/82

Dear Donna;

Enclosed you will find a complete listing of all of our buildings.

Kindly disregard the request for modification of deposit I discussed with you yesterday.

(b)(7)(C)

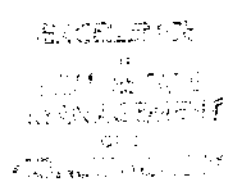
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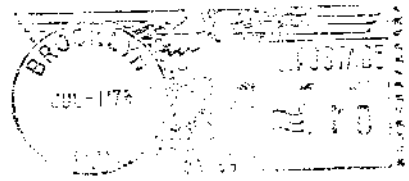
145-52-28
DEPARTMENT OF JUSTICE
24 JUL 9 1975
RECORD
CIVIL RIGHTS DIV.

ARGYLE HALL	460 Argyle Road
BEACH HAVEN	26_ W. 2nd St., Bklyn.
BELCREST HALL	162-15 Highland Ave., Jamaica
BRIAR WYCK	86-25 Van Wyck Expway, KewGAr.
CHELSEA HALL	8700 25th Ave., Bklyn.
CORONET HALL	172-70 Highland Ave., Jam.
CLYDE HALL	87-05 166th St., Bklyn. JAM.
EDGERTON HALL	178-10 Wexford Terr., Jam.
FIESTA	86-35 21st Ave., Bklyn.
FALCON	8800 20th Ave., Bklyn.
FOUNTAINBLEAU	8855 Bay Pkway, Bklyn.
GREEN PARK ESSEX	143-09 to 143-29 Barclay Ave. Fl.
GREEN PARK SUSSEX	143-06 to 143-16 Barclay Ave. Fl.
GRYMES HILL	42 Arlo Rd., Staten Island
HIGHLANDER HALL	164-20 Highland Ave., Jamaica
KENDALL HALL	41-10 Bowne St., Flushing
LAWRENCE GARDENS	3301-33-23 Nostrand Ave., Bklyn.
LAWRENCE TOWERS	3310-3280 Nostrand Ave., Bklyn.
LINCOLN SHORE	2727 Ocean Pkway, Bklyn.
NAUTILUS	1230 Avenue Y, Bklyn.
OCEAN TERRACE	2650 Ocean Pkway, Bklyn.
PARK BRIAR	110-45 Queens Blvd., Forest Hls.
PARK TOWERS	370 Ocean Parkway, Bklyn.
PATIO GARDENS	580-590 Flatbush Ave., Bklyn.
SAXONY HALL	87-15 165th St., Jamaica
SEA ISLE	3901 Nostrand Ave., Bklyn.
SHORE HAVEN	2064 Cropsey Ave., Bklyn.
SOUTHAMPTON	1429-1461 Shore Pkway, Bklyn.
SUNNYSIDE TOWERS	4601 39th Ave., Bklyn.
SUSS EX HALL	166-05 Highland Ave., Jamaica
TRUMP VILLAGE	2940-3000 Ocean Pkway, Bklyn.
TYSENS PARK	265 Mill Road, Staten Island
WESTMINSTER HALL	405 Westminster Rd., Bklyn.
WEXFORD HALL	86-75 Midland Pkway, Jamaica
WINSTON HALL	178-60 Wexford Ter., Jamaica
WILSHIRE HALL	182-30 Wexford Terr., Jamaica
WEDGEWOOD HALL	2580 Ocean Pkway, Bklyn.

(b)(7)(C)

TRUMP MANAGEMENT, INC.
2611 WEST SECOND STREET
BROOKLYN, N. Y. 11223





Donna Goldstein, Esq.
U.S. Department of Justice
Civil Rights Division
550 11th Street, N.W.
Washington, D.C. 20530

ADDRESS REPLY TO
UNITED STATES ATTORNEY
AND REFER TO
INITIALS AND NUMBER

CIS:HAB:gp
F. 730959

United States Department of Justice

UNITED STATES ATTORNEY
EASTERN DISTRICT OF NEW YORK
FEDERAL BUILDING
BROOKLYN, N. Y. 11201

June 19, 1975

JUN 24 3 03 PM '75
MAIL UNIT
JUSTICE

Hon. J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division
Department of Justice
Washington, D. C. 20530

Att: Frank E. Schwelb, Esq.
Chief, Housing Section

Re: United States v. Fred C. Trump, et al.
Civil Action No. 73 C 1529
Ref: D. Goldstein 175-52-28

Dear Sir:

In closing our file on the above case we find additional copies of transcripts of depositions and hearings which may be of value to you. They accompany this letter.

Very truly yours,

DAVID G. TRAGER
United States Attorney

By: Henry A. Brachtl
HENRY A. BRACHTL
Assistant U.S. Attorney
Deputy Chief, Civil Division

Enclosures

Saxe, Bacon, Bolan & Manley

39 EAST 68TH STREET
NEW YORK, NEW YORK 10021
(212) 472-1400

JOHN GODFREY SAXE (1909-1953)
ROGERS H. BACON (1918-1967)

ROY M. COHN
SCOTT E. MANLEY (ADMITTED ILLINOIS AND INDIANA)
MICHAEL ROSEN

DANIEL J. DRISCOLL

THOMAS A. BOLAN
COUNSEL

RECEIVED
MAY 17 9 24
DEPT. OF JUST.
MAIL ROOM
ORGN

May 15th, 1975

Hon. Edward R. Neaher
United States District Court
Eastern District
U. S. Court House
225 Cadman Plaza East
Brooklyn, New York 11201

CIVIL RIGHTS

Re: Trump

Dear Judge Neaher:-

Your Honor can surmise from the six-page single space letter written to you by the Housing Section under date May 8, 1975, just how much bureaucratic knit-picking and time-wasting has characterized the process of agreeing on final language in the decree.

I think what they're trying to say is that a meeting with Your Honor would be constructive, which is precisely what I had suggested to Miss Goldstein last week.

MAY 20 1975

MAY 20 REC'D

Respectfully,

ROY M. COHN

175-52-28
DEPARTMENT OF JUSTICE
20 MAY 19 1975
CIVIL RIGHTS D.O.M.

RMC:at
cc: Frank Schwelb, Chief
Housing Section

T. 5/15/75

MAY 15 1975

JSP:FES:dcr
DJ 175-52-28

Ms. Betty Hoeber, Director
Open Housing Center
New York Urban League
150 Fifth Avenue, Suite 303
New York, New York 10011

Re: United States v. Trump Management,
C.A. No. 73C-1529

Dear Betty:

Your letter of April 29, 1975, finally reached me today. Thanks for the contemplated invitation.

With respect to the Trump case, we have been in touch with the Court and asked Judge Neaher to resolve what we think is a failure by defendants to carry out a negotiated commitment. We hope that the case will be resolved shortly, either by trial or by consent.

I do not personally believe that Mr. Cohn is "winning," but, if I am wrong, I can only assure you that Donna, Norman and I are doing our very best to prevent him from doing so and to dispose of the case swiftly. We are very much aware of 42 U.S.C. §3614, which provides that cases of this kind are to

cc: Records
Chrono
Schwelb
Trial File

be "in every way expedited." Indeed, that has been mentioned in a number of our submissions to the Court and to opposing counsel. It may very well be, as you perhaps believe, that the case could have been managed more cleverly, because we are limited mortals, but I want you to know that there is no lack of will or commitment. Edward Bennett Williams could probably have done it better, but we are not Mr. Williams.

With respect to our telephone discussion, let me assure you that your proposals were given the most careful consideration and that our proposed consent decree is in many respects predicated on some of them. I thought it would only be fair to tell you that from where I sit as a lawyer, I did not think some of the proposals to be within the ambit of the relief available in a suit by the Attorney General pursuant to Section 813. That is my best legal judgment, and not in any sense a criticism of your aspirations.

In conclusion, let me just say that, although delays are frustrating, it is my considered view that the Trump case will in the end come out well. I think we have been fair and reasonable as well as firm, and that this usually pays off with most judges, even relatively conservative ones, and that this approach provides more equal housing opportunity sooner than any other approach.

Sincerely,

J. STANLEY POTTINGER
Assistant Attorney General
Civil Rights Division

By:
FRANK E. SCHWELB
Chief
Housing Section