

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Plaintiff,

-against-

THE JOHN BUCK COMPANY, LLC; BUCK  
DEVELOPMENT LLC; BUCK 92nd/1st  
LLC; BUCK INVESTORS I, LLC; 92nd &  
FIRST RESIDENTIAL TOWER, LLC; THE  
JBC ACQUISITION & DEVELOPMENT  
FUND I, LP; SLCE ARCHITECTS LLP; and  
RIVEREAST APARTMENTS INVESTORS,  
LLC,

Defendants.

ECF CASE

CONSENT ORDER

13 Civ. 2678

**INTRODUCTION**

**A. Background**

WHEREAS:

This Consent Order is entered into between the United States of America (the "United States") and Defendants The John Buck Company, LLC, Buck Development LLC, Buck 92nd/1st LLC, Buck Investors I, LLC, 92nd & First Residential Tower LLC, the JBC Acquisition & Development Fund I, LP, and SLCE Architects LLP (collectively, the "Design and Construction Defendants"), as well as River East Apartments Investors, LLC ("Owner Defendant"), which is a necessary party under Federal Rule of Civil Procedure 19;

The United States brought this action (the "Action") to enforce provisions of the Fair Housing Act ("FHA"), codified at 42 U.S.C. §§ 3601–3619. Specifically, the United States' complaint in this Action, filed on April 23, 2013 ("Complaint"), alleges that the Design and Construction Defendants have engaged in a pattern or practice of discrimination, and have denied

rights to a group of persons in a manner raising an issue of general public importance by failing to design and/or construct the River East property in New York City (“River East”) with certain features of accessible and adaptive design and construction as required by the FHA, 42 U.S.C. § 3604(f)(3)(C). River East is a multifamily residential apartment building located at 408 East 92nd Street, New York, New York. The complex consists of a tower with elevator access and contains 196 dwelling units, as well as public and common use areas including a sundeck and a multi-purpose club room;

River East is subject to the accessible design and construction requirements of the FHA. 42 U.S.C. § 3604(f)(3)(C);

**B. Defendants**

The John Buck Company, LLC, a Delaware limited liability company (successor to The John Buck Company), Buck Development LLC, an Illinois limited liability company, Buck 92nd/1st LLC, a Delaware limited liability company, Buck Investors I, LLC, a Delaware limited liability company, 92nd & First Residential Tower LLC, a Delaware limited liability company, and the JBC Acquisition & Development Fund I, LP, a Delaware limited partnership (collectively, the “John Buck Entities” or the “Construction Defendants”), are the developers of River East and, in that capacity, retained the entity that constructed the complex;

SLCE Architects LLP (“SLCE” or “Design Defendant”) is a New York registered limited liability partnership that drew the architectural plans for River East and, in that capacity, designed the complex;

River East Apartments Investors LLC is a Delaware limited liability company (the “Owner Defendant”) that owns River East and is a necessary party pursuant to Federal Rule of Civil Procedure 19 for the purposes of equitable relief;

**C. Relevant Requirements of the Fair Housing Act**

The FHA provides that multifamily residential buildings with four or more dwelling units, and one or more elevators, designed and constructed for first occupancy after March 13, 1991, are “covered multifamily dwellings” and must include certain features of accessible and adaptive design to make such units accessible to or adaptable for use by persons with disabilities, 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(A);

The accessible and adaptive design provisions of the FHA require that for covered multifamily dwellings: (i) the public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability; (ii) all the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by persons with a disability using wheelchairs; (iii) all premises within such dwellings contain the following features of adaptive design: (I) an accessible route into and through the dwelling; (II) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; (III) reinforcements in bathroom walls to allow later installation of grab bars; and (IV) usable kitchens and bathrooms such that an individual using a wheelchair can maneuver about the space. 42 U.S.C. § 3604(f)(3)(C) (these provisions and features are referred to herein as the “Accessible Design Requirements”);

**D. Conditions at River East**

The United States has inspected River East and specifically identified, among other things, the following conditions at River East. The United States alleges, and the defendants deny, that these conditions do not meet the Accessible Design Requirements:

- Inaccessibility of terraces within apartment units to persons with mobility impairments;
- Inaccessibility of kitchen and bathroom electrical outlets to persons with mobility impairments;
- Insufficient clear floor space within bathrooms for maneuvering at lavatories and toilets;
- Impediments to installation of bathroom grab bars;
- Common area doors requiring more than five pounds of force to open;
- Common area door hardware unusable by persons with certain disabilities;
- Inaccessibility of common area bathrooms to persons with mobility impairments;
- Inaccessibility of common area kitchens to persons with mobility impairments;
- Inaccessibility of mailboxes to persons with mobility impairments;
- Inaccessibility of trash rooms to persons with mobility impairments;
- Inaccessibility of leasing office to persons with mobility impairments;

**E. Consent of the Parties to Entry of this Order**

In an effort to avoid the costs and uncertainties of litigation, the Parties agree that this controversy should be resolved without further proceedings and without an evidentiary hearing or finding of fact. This Consent Order constitutes a full and final resolution of all claims of violation

of the Fair Housing Act that the United States alleged, or could have alleged, in these actions relating to disabilities and/or mobility impairments arising out of the Design and Construction Defendants' design or construction of River East (collectively referred to as the "Claims").

The Design and Construction Defendants agree to make retrofits to River East as set forth herein. The Owner Defendant agrees to provide access to River East to facilitate such compliance as set forth herein.

However, the Parties' entry into this Consent Order is not intended to limit any Defendant, individually or collectively, from instituting separate actions seeking contribution or damages in the nature of indemnification or breach of contract or for any related reason, from any other Defendant(s), or any other party involved in the design and construction of River East that are the subject of this Consent Order.

The parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3614(a), and agree to the entry of this Consent Order.

**It is hereby ORDERED, ADJUDGED, and DECREED:**

#### **I. GENERAL INJUNCTION**

1. The Design and Construction Defendants and each of their officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, are enjoined from discriminating on the basis of disability as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f)(1)-(3).

#### **II. RETROFITS AND OTHER ACTIONS AT RIVER EAST**

2. The United States alleges that River East was not designed or constructed in accordance with the FHA or the standards provided in the Fair Housing Accessibility Guidelines, Design Guidelines for Accessible/Adaptable Dwellings, 56 Fed. Reg. 9472 (Mar. 6, 1991) (the “Guidelines”).<sup>1</sup>

3. To address the conditions alleged to be violations of the FHA, the Design and Construction Defendants shall take the actions as described below and in Appendices A and B; however, the Design Defendant’s responsibilities (other than for the funding of the Settlement Fund, civil penalty and the Inspector's reasonable costs under Paragraph 20) shall be limited to providing reasonably necessary architectural services and drawings to the other Defendants to accomplish the modifications specified herein.

4. The Owner Defendant did not design or construct River East (except for the leasing office), but is a necessary party for the relief set forth in this section. The Owner Defendant agrees to permit the Design and Construction Defendants to correct the deficiencies as set forth herein.

**A. Modifications to the Public and Common Use Areas**

5. The Design and Construction Defendants do not dispute that certain features in the public and common use areas of River East do not meet the standards set forth in the Guidelines. The Design and Construction Defendants shall modify the public and common use areas of River East by taking the actions described below.

6. As soon as reasonably possible, but no later than six (6) months from the entry of this Consent Order, the Design and Construction Defendants (and the Owner Defendant with

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<sup>1</sup> By entering into this Consent Order, Defendants agree that the Guidelines provide one safe harbor for compliance under the Fair Housing Act, and do not impose any design obligations beyond those set forth in the Guidelines themselves. *See* Section 1, 56 Fed. Reg. 9499.

respect to the Leasing Office) shall finish the retrofits listed in Appendix A. In making such retrofits the Design and Construction Defendants shall (a) minimize inconvenience to residents and (b) comply with all applicable codes, laws, rules and regulations.

7. Within twenty (20) days of the entry of this Consent Order, the Owner Defendant or its property manager or administrator shall provide written notices to all current residents at River East stating that the retrofits required by this Consent Order will be performed to the public and common use areas of River East. Such notice shall conform to Appendix C.

8. The Owner Defendant or its property manager or administrator shall certify to the United States in writing that the notices required by Paragraph 7 have been distributed and shall specify the manner in which they were distributed, within ten days after such distribution. Such certification shall include the names and addresses of the persons to whom the notices were distributed.

**B. Modifications to Dwelling Unit Interiors**

9. The Design and Construction Defendants do not dispute that certain features of the dwelling unit interiors of River East do not meet the standards set forth in the Guidelines. The Design and Construction Defendants shall modify the dwelling unit interiors of River East by taking the actions described below.

10. For each unit listed in Appendix B, as soon as reasonably possible, but no later than six (6) months from the entry of this Consent Order, the Design and Construction Defendants shall finish the retrofits listed in Appendix B except that those retrofits listed in Appendix B that are to be performed “on request” or “upon vacancy” shall be completed no later than the earlier of (i) sixty days after, respectively, a request by a tenant or the date that the apartment becomes vacant,

or (ii) the expiration of the Consent Order. In making such retrofits, the Design and Construction Defendants shall (a) minimize inconvenience to residents and (b) comply with all applicable codes, laws, rules and regulations.

11. Within twenty (20) days from the date of the entry of this Consent Order, the Owner Defendant or its property manager or administrator shall inform each current resident that: (1) the United States has alleged that certain features of the resident's unit do not meet the accessible and adaptive design requirements of the FHA and that, to settle this lawsuit, the Design and Construction Defendants agreed to retrofit certain features of the covered dwellings to make them more accessible; (2) the retrofits set forth in Appendix B will be provided within sixty (60) days of any written request of any resident but will, in any event, take place within six months of the entry of this Consent Order except that those retrofits listed in Appendix B that are to be performed "on request" or "upon vacancy" shall be completed no later than the earlier of (i) sixty (60) days after, respectively, a request by a tenant or the date that the apartment becomes vacant, or (ii) the expiration of the Consent Order; (3) an inspection of the retrofits will occur within thirty (30) days of their completion or as soon thereafter as practicable; (4) the retrofits and inspections may continue until the retrofits are found satisfactory by the inspectors; and (5) the scheduling of the retrofits and inspections will take into account the preferences and convenience of the resident or prospective resident and that relocation costs, if any, will be provided in advance. The notice shall be substantially in the form of Appendix D.

12. The Owner Defendant or its property manager or administrator shall certify to the United States in writing that the notices described in Paragraph 11 have been distributed and shall specify the manner in which they were distributed, within ten days after such distribution. Such



certification shall include the names and addresses of the persons to whom the notices were distributed.

13. In the event that a resident of a unit within River East scheduled to undergo a modification is dislocated from his or her unit for more than an 8 hour consecutive period on account of a modification made to the unit pursuant to this Consent Order, the Construction Defendants shall pay such resident, pro rata, the applicable federal government per diem rate for food and lodging for the local area (as available at [www.gsa.gov](http://www.gsa.gov) – click on “per diem rates” under travel) for each day or half-day of dislocation. Such payment shall be made prior to the commencement of any retrofit work on the resident’s unit, so that the resident can use the money to obtain alternative living accommodations while dislocated.

14. Present and/or future residents may not be charged any additional rent, deposit, fee, or other consideration for the units in which retrofits are or may be implemented solely because of completed, contemplated, or possible retrofits. Nothing in this Paragraph precludes the Owner Defendant from implementing rent increases, or imposing fees at River East for any other lawful reason.

### **III. NEUTRAL INSPECTOR**

15. The Design and Construction Defendants shall enter into a contract with a neutral inspector(s) approved by the United States and the Owner Defendant (“Inspector(s)”) to conduct on-site inspections of all retrofits performed under this Consent Order to determine compliance with the specifications in Appendices A and B. The Inspector(s) shall have expertise in the design and construction requirements of the FHA.

16. The Inspector may, upon request of the Design and Construction Defendants, review and comment upon the sufficiency of all proposed repairs in writing in advance of any repair by such Defendant, but such review and comment shall be completed no later than fourteen (14) days after the request.

17. An initial inspection of River East shall take place within thirty (30) days of the completion of all of the retrofits set forth in Appendices A and B, or as soon thereafter as practicable.

18. The Construction Defendants shall give the United States and the Owner Defendant at least three (3) weeks prior notice of the inspection and shall give the United States and the Owner Defendant an opportunity to have their representatives present for the inspection.

19. The Inspector shall set out in writing the results of his or her inspection, including any deficits, and shall send that report to counsel of record for the Defendants and to the United States.<sup>1</sup>

20. If the inspection indicates that not all of the required retrofits have been made as specified in the applicable Appendices, the Design and Construction Defendants shall correct any deficiencies within sixty (60) days and shall pay for another inspection by the same Inspector to certify that the deficiencies have been corrected. This process shall continue until the Inspector certifies that all of the necessary modifications have been made. The Design and Construction Defendants shall pay all of the Inspector's reasonable costs associated with these inspections, and such payments shall be made without regard to the Inspector's findings. Upon reasonable notice, representatives of the United States shall be permitted to inspect the modifications (at times that

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<sup>1</sup> For purposes of this Consent Order, notices provided to the United States shall be addressed to Chief, Civil Rights Unit, Office of the United States Attorney for the Southern District of New York, 86 Chambers Street, Third Floor, New York, New York 10007.

minimize the inconvenience to residents) and/or the third-party inspection reports provided for in this Consent Order, to ensure compliance.

#### **IV. TRANSFER OF INTEREST IN PROPERTIES**

21. The sale or transfer of ownership, in whole or in part, of the Owner Defendant's interest in River East before the expiration of the Consent Order shall not affect any Defendant's continuing obligation to retrofit, and/or conduct or allow inspections or surveys of, River East, as specified in this Consent Order, unless the Owner Defendant has obtained in writing, as a condition of sale or transfer, the purchaser or transferee's commitment to assume such obligations, so that the purchaser or transferee will be bound by the terms of this Consent Order to allow retrofits and allow or conduct inspections or surveys as set forth in this Consent Order, and will be subject to the jurisdiction of this Court.

22. Should the Owner Defendant decide to sell or transfer any ownership of River East, in whole or in part, or any portion thereof, prior to the completion of the retrofits specified in Appendices A and B, the Owner Defendant will, at least thirty (30) days prior to completion of the sale or transfer: (a) provide each prospective buyer with a copy of this Consent Order and written notice that the property is subject to this Consent Order, including specifically the Owner Defendant's obligations to assign its obligations to the purchaser or transferee by obtaining the purchaser or transferee's commitment to be bound by this Order, subject to the jurisdiction of this Court; and (b) provide to the United States, by facsimile and first-class mail, written notice of the owner's intent to sell or transfer ownership, along with a copy of the notice sent to each buyer, and each buyer's name, address and telephone number.

#### **V. NON-DISCRIMINATION IN OTHER DESIGN AND CONSTRUCTION**

23. For the duration of this Consent Order, the Design and Construction Defendants shall maintain, and provide to the United States upon request, the following information and statements regarding any multifamily dwellings intended to be purchased, developed, built, designed, and/or engineered in whole or in part, by any one of them or by any entities in which any one of them has a position of control as an officer, director, member, or manager, or have a ten-percent (10%) or larger ownership share:

- the name and address of the project;
- a description of the project and the individual units;
- the name, address, and telephone number of the civil engineer(s) involved with the project;
- a statement from the civil engineer(s) involved with the project acknowledging and describing his/her knowledge of and training in the requirements of the Fair Housing Act and in the field of accessible site design, and certifying that he/she has reviewed the civil engineering documents for the project and that in such engineer's professional opinion the design specifications therein fully comply with the requirements of the Fair Housing Act, and conform to the standards in the Guidelines;
- the name, address and telephone number of the architect(s) who are employed or retained by any Defendant and are involved with the project;
- a statement from all architect(s) who are employed or retained by any Defendant and are involved with the project, acknowledging and describing his/her knowledge of and training in the requirements of the Fair Housing Act and the

standards in the Guidelines, and in the field of accessible site design, and certifying that he/she has reviewed the architectural plans for the project and that in such architect's professional opinion the design specifications therein fully comply with the requirements of the Fair Housing Act and one of the following (i) an FHA safe harbor designated by the Department of Housing and Urban Development, including the Guidelines, where every design feature of the project in question complies with all of the provisions in the particular selected safe harbor that address FHA requirements ("FHA Safe Harbor"); or (ii) a recognized, comparable, objective standard of accessibility that has been found by this district court or the Second Circuit to incorporate the requirements of the Fair Housing Act.

24. If the engineering documents or architectural plans referred to in Paragraph 23 are revised, and the revisions could have any impact on whether the dwellings or complex complies with the Fair Housing Act and/or the Guidelines, each of the John Buck Entities shall obtain, maintain, and provide to the United States upon request, a statement from the site engineer(s) or architect(s) who are employed or retained by any John Buck Entities and are involved with the project, as applicable, that all specifications in the revised engineering documents or architectural plans, as pertinent, comply with the requirements of the Fair Housing Act and an FHA Safe Harbor.

25. For the term of this Consent Order, if SLCE prepares any architectural or site plans, drawing, or blueprints for covered multi-family housing, as defined in the Fair Housing Act, it shall include on such plans, drawing, or blueprints a statement attesting to compliance with the

Fair Housing Act and an FHA Safe Harbor, and SLCE shall maintain and provide such plans, drawing, or blueprints to the United States upon request.

26. As set forth in paragraphs 23 through 25, the Design and Construction Defendants will take all actions to make all new construction fully compliant with the FHA and an FHA Safe Harbor. During the term of this Consent Order, upon reasonable notice, the United States will be permitted full access to such properties to inspect for compliance with such standards and laws.

#### **VI. PAYMENTS TO AGGRIEVED PERSONS**

27. Within 30 days of entry of this Consent Order, the Design and Construction Defendants shall deposit in an interest-bearing account the total sum of ONE HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$125,000) for the purpose of compensating any aggrieved persons who may have suffered as a result of the Design and Construction Defendants' allegedly discriminatory housing practices regarding River East. This money shall be referred to as the "Settlement Fund."

28. Within 15 days of the entry of this Consent Order, the Construction Defendants shall publish the Notice to Potential Victims of Housing Discrimination ("Notice") at Appendix E informing readers of the availability of compensatory funds. The Notice shall be no smaller than three columns by six inches and shall be published on three occasions in each of the following newspapers: the *Wall Street Journal*; the *New York Times*; the *Daily News*; and the *New York Post*. The three publication dates shall be separated from one another by 21 days, and at least two of the publication dates shall be on a Sunday (or Saturday, if the newspaper is not published on Sunday). Within 10 days of each publication date, the Design and Construction Defendants shall provide the newspapers containing the Notice to the United States.

29. Within 15 days of entry of this Consent Order, the Owner Defendant shall place, on <http://www.rivereastnyc.com> a link to an electronic version of the Notice in an Adobe Acrobat Portable Document Format (“PDF”). The link should state “Notice Regarding Possible Claims of Inadequate Accessibility at River East,” and should appear on the homepage of the website in a conspicuous font style and color, in a font size not significantly smaller than the font size for any of the terms “Apartments” “Amenities,” “Floor Plans,” and “Neighborhood” as they appeared as of January 15, 2013. The link may be removed following the expiration of the Consent Order.

30. Within 15 days of the entry of this Consent Order, the Construction Defendants shall send a copy of the Notice to each of the following organizations:

Brooklyn Center for Independence of the Disabled  
27 Smith Street, Suite 200  
Brooklyn, New York 11201;

Bronx Independent Living Services  
4419 Third Avenue, Suite 2C  
Bronx, New York 10457;

Center for Independence of the Disabled, NY  
841 Broadway, #301  
New York, New York 10003;

Harlem Independent Living Center  
289 St. Nicholas Avenue, Suite 21, Lower Level  
New York, New York 10027;

and

United Spinal Association  
75-20 Astoria Blvd  
Jackson Heights, New York 11370.

31. Within thirty (30) days of the entry of this Consent Order, the Owner Defendant shall provide the Design and Construction Defendant with a list of the names and addresses of all

past and present residents at River East in the Owner Defendant's records. Within fifteen (15) days of receiving that list from the Owner Defendant, the Design and Construction Defendants or a third party administrator selected by the Design and Construction Defendants shall send, by first-class mail, postage pre-paid, a copy of the Notice to each past or present resident at River East. For past residents, the Design and Construction Defendants will have complied with the requirements of this Paragraph by mailing such notice to the forwarding address provided by the former resident to the Owner Defendant at the time the former resident moved out of River East. Within sixty (60) days of entry of this Consent Order, the Design and Construction Defendants shall provide the United States with proof that the Notices have been sent.

32. The United States may make its own efforts to locate and provide notice to potential aggrieved persons.

33. Defendants shall permit the United States, upon reasonable notice, to review any records that may reasonably facilitate its determinations regarding the claims of allegedly aggrieved persons.

34. The United States shall investigate the claims of allegedly aggrieved persons and shall determine which persons are aggrieved and an appropriate amount of damages that should be paid to each such person. The United States will inform the Design and Construction Defendants in writing of each of its determinations, together with a copy of a sworn declaration from each aggrieved person setting forth the factual basis of the claim.

35. If the Design and Construction Defendants dispute the amount of a payment to an aggrieved person, the Design and Construction Defendants shall, within fourteen (14) days of receiving notice of a determination (a "Determination") from the United States, provide a written



objection to the United States, along with any information or documents that they believe may refute the aggrieved person's claim. The United States shall give due consideration to any objections it receives from the Design and Construction Defendants and shall submit, following any objection, its reconsidered determination (a "Reconsidered Determination") to the Design and Construction Defendants, in writing, setting forth the aggrieved person and the amount that the aggrieved person shall be paid. If the Design and Construction Defendants dispute the Reconsidered Determination, the Design and Construction Defendants shall file an objection with the Court, which may sustain or overrule the objection.

36. The Design and Construction Defendants shall, no later than twenty (20) days after receiving a Determination to which no objection has been made, ten (10) days after receiving a Reconsidered Determination to which no objection has been filed with the Court, or ten (10) days after any decision by the Court overruling a filed objection, whichever is earliest, deliver to the United States checks payable to aggrieved persons in the amounts identified by the United States. In no event shall the aggregate of all such checks exceed the amount of the Settlement Fund, including accrued interest. No aggrieved person shall be paid until he/she has executed and delivered to the United States the release at Appendix F.

37. In the event that less than the total amount in the Settlement Fund including accrued interest is distributed to aggrieved persons, and after the United States determines that no further aggrieved persons will be identified, the remainder of the funds in the Settlement Fund shall be distributed to a qualified organization(s) mutually agreed upon by the United States and the Design and Construction Defendants, subject to the approval of the Court, for the purpose of assisting persons with disabilities with housing-related issues in New York City. The Design and

Construction Defendants shall distribute the funds in a manner directed by the Court after the United States informs the Court that no further aggrieved persons will be identified.

#### **VII. CIVIL PENALTY**

38. Recognizing that the Construction Defendants also were subject to an earlier Consent Decree in the Northern District of Illinois, dated November 12, 2002, that resolved allegations that the Construction Defendants had violated the Fair Housing Act in Evanston, Illinois, the Design and Construction Defendants collectively shall pay a civil penalty of SEVENTY-TWO THOUSAND DOLLARS (\$72,000) pursuant to 42 U.S.C. § 3614(d)(1)(C) and 42 U.S.C. § 12188(b)(2)(C)(I) to vindicate the public interest. Said sum shall be paid within 30 days of the date of the entry of this Consent Order by submitting a check made payable to the "United States of America" to the United States.

39. The amount of Settlement Fund under Section VI and the amount of the civil penalty under Section VII shall be allocated among the Design and Construction Defendants by a separate agreement.

#### **VIII. EDUCATIONAL PROGRAM**

40. Within thirty (30) days of the entry of this Consent Order, each Design and Construction Defendant shall provide a copy of this Consent Order to all its agents and employees involved in the design or construction of River East and secure a signed statement from each agent or employee acknowledging that he or she has received and read the Consent Order, and has had an opportunity to have questions about the Consent Order answered. This statement shall be substantially similar to the form of Appendix G.

41. During the term of this Consent Order, any new agent or supervisor of a Design and Construction Defendant who will be involved in the design or construction of covered, multifamily dwellings shall, within thirty (30) days after the date he or she commences an agency or employment relationship with any Design and Construction Defendant, be given a copy of this Consent Order by such Design and Construction Defendant, and such Design and Construction Defendant shall require each such new agent or employee to sign a statement, acknowledging that he or she has received and read the Consent Order, and has had an opportunity to have questions about the Consent Order answered. This statement shall be substantially similar to the form of Appendix G.

42. Within thirty (30) days of the entry of this Consent Order, the Owner Defendant shall provide a copy of this Consent Order to all its agents and employees involved in rental of units at River East, and/or the provision of services to residents at River East, and secure a signed statement from each agent or employee acknowledging that he or she has received and read the Consent Order, and has had an opportunity to have questions about the Consent Order answered. This statement shall be substantially similar to the form of Appendix G.

43. During the term of this Consent Order any new agent or supervisor of the Owner Defendant who will be involved in the renting of units at River East, and/or the provision of services to residents at River East shall, within thirty (30) days after the date he or she commences an agency or employment relationship with the Owner Defendant, be given a copy of this Consent Order by such Defendant, and the Owner Defendant shall require each such new agent or employee to sign a statement, acknowledging that he or she has received and read the Consent

Order, and has had an opportunity to have questions about the Consent Order answered. This statement shall be substantially similar to the form of Appendix G.

44. In lieu of providing agents, supervisors, or employees with copies of the Consent Order as required in Paragraph 40 through 43, the Defendants may provide agents, supervisors, or employees with a summary of the Consent Order, designed to provide personnel with information relevant to their positions. The Defendants may provide such summaries in lieu of copies of the Consent Order with the United States' advance written approval of the form and content of any proposed summary, which approval will not be unreasonably withheld or delayed.

45. The Design and Construction Defendants shall also ensure that they and their employees and agents who have supervisory authority over the design and/or construction of covered, multifamily dwellings have a copy of, are familiar with, and personally have reviewed, the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991), and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act (August 1996, Rev. April 1998). The Design and Construction Defendants and all employees and agents whose duties, in whole or in part, involve the management, sale and/or rental of multifamily dwellings at issue in this case shall be informed of those portions of the Fair Housing Act that relate to accessibility requirements, reasonable accommodations and reasonable modifications.

46. Within 90 days of the date of entry of this Consent Order, the Design and Construction Defendants and all employees and agents whose duties, in whole or in part, involve or will involve supervision over the development, design and/or construction of multifamily dwellings of the type at issue in this case shall undergo training on the design and construction

requirements of the Fair Housing Act, unless they have previously received such training within the preceding 275 days.<sup>2</sup> The training shall be conducted by a qualified third-party individual, not associated with any Defendant or its counsel, and approved by the Department of Justice; and any expenses associated with this training shall be paid by Defendants. The Design and Construction Defendants shall provide to the United States, thirty (30) days before the training, the name(s), address(es) and telephone number(s) of the trainer(s); and copies of the training outlines and any materials to be distributed by the trainers, the costs of which shall be borne by the Design and Construction Defendants. The Design and Construction Defendants shall provide to the United States, thirty (30) days after the training, certifications executed by the Design and Construction Defendants and covered employees and agents confirming their attendance, in a form substantially equivalent to [Appendix H](#).

**IX. NOTICE OF DEFENDANTS' NON-DISCRIMINATION POLICY**

47. Within ten (10) days of the date of entry of this Consent Order, the John Buck Entities shall post and prominently display in the sales or rental offices of all covered multifamily dwellings owned or operated by them a sign no smaller than 10 by 14 inches indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

48. For the duration of this Consent Order, in all future advertising in newspapers and electronic media, and on pamphlets, brochures and other promotional literature regarding the existing complexes or any new complexes that any John Buck Entities may develop or construct,

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<sup>2</sup> The educational program provided to employees not engaged in design, construction, or maintenance, such as sales and rental employees, may focus on the portions of the law that relate generally to accessibility requirements as opposed to technical design and construction requirements.

the John Buck Entities shall place, in a conspicuous location, a statement that the dwelling units include features for persons with disabilities required by the federal Fair Housing Act.

49. Within 180 days after the date of entry of this Consent Order, the Design and Construction Defendants shall submit to the United States an initial report regarding the signed statements of Design and Construction Defendants' employees and agents who have reviewed the Consent Order, or an approved summary of the Consent Order, as specified in Paragraphs 40-44 of this Consent Order. Thereafter, during the term of this Consent Order, Defendants shall, on the anniversary of the entry of this Consent Order, submit to the United States a report containing the signed statements of new employees and agents that, in accordance with Paragraphs 40 through 44 of this Consent Order, they have received and read the Consent Order, or an approved summary of the Consent Order, and had an opportunity to have questions about the Consent Order answered, except that the last report shall be due 60 days prior to the anniversary.

50. For the duration of this Consent Order, the Design and Construction Defendants shall advise the United States in writing within fifteen (15) days of receipt of any written administrative or legal fair housing complaint regarding any property owned, managed, and/or designed or constructed by them, or against any employees or agents of the Design and Construction Defendants working at or for any such property, regarding discrimination on the basis of disability in housing. Upon reasonable notice, the Design and Construction Defendants shall also provide the United States all information it may request concerning any such complaint. The Design and Construction Defendants shall also advise counsel for the United States, in writing, within fifteen (15) days of the resolution of any complaint.

51. For the term of this Consent Order, the Design and Construction Defendants are required to preserve all records related to this Consent Order for River East and any other covered multifamily dwellings designed, constructed, owned, operated, or acquired by them during the duration of this Consent Order. Upon reasonable notice to the Defendants, representatives of the United States shall be permitted to inspect and copy any records of the Defendants or inspect any developments or residential units under the Defendants' control (but, as to the Owner Defendant's records, developments or residential units, only those relating to River East) bearing on compliance with this Consent Order at any and all reasonable times, provided, however, that the United States shall endeavor to minimize any inconvenience to the Defendants from such inspections.

**X. LOW-INCOME HOUSING TAX CREDIT PROGRAM COMPLIANCE**

52. Defendants are hereby notified that, in the event that the Design and Construction Defendants fail to comply with any of the terms of this Consent Order and the United States obtains an order establishing such noncompliance, the United States may take any appropriate action, including but not limited to notifying the appropriate state housing finance agency of the violation. See 26 U.S.C. § 42(m)(1)(B)(iii).

**XI. DURATION OF CONSENT ORDER AND  
TERMINATION OF LEGAL ACTION**

53. This Consent Order shall remain in effect for three (3) years following entry of this Consent Order by the Court. By consenting to the entry of this Consent Order, the parties agree that in the event that the Design and Construction Defendants engage in any future conduct occurring after entry of this Consent Order that leads to a determination of a violation of the Fair Housing Act, this Consent Order, and the Consent Decree referenced in Paragraph 38 herein, may be cited in any future action by the United States with regard to a civil penalty against such defendant, pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii). The Court shall retain jurisdiction for the duration of this Consent Order to enforce the terms of the Consent Order. The United States may move the Court to extend the duration of the Consent Order in the interests of justice.

54. The United States and the Defendants shall endeavor, in good faith, to resolve informally any differences regarding interpretation of and compliance with this Consent Order, including but not limited to any question raised timely and in good faith by any Defendant regarding whether the performance of a retrofit specified in Appendices A or B is feasible due to unforeseen conditions or will result in non-compliance with the FHA or the Guidelines, prior to bringing such matters to the Court for resolution. However, in the event of a failure by Defendants to perform, in a timely manner, any act required by this Consent Order or otherwise for their failure to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorney's fees which may have been occasioned by the violation or failure to perform.



**XII. TIME FOR PERFORMANCE**

55. Any time limits for performance imposed by this Consent Order may be extended by the mutual written agreement of the United States and the relevant Defendants.

**XIII. COSTS OF LITIGATION**

56. Each party to this litigation will bear its own costs and attorney's fees associated with this litigation.

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

*For the United States:*

THOMAS E. PEREZ  
Assistant Attorney General  
Civil Rights Division

PREET BHARARA  
United States Attorney

By:   
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*For Defendants The John Buck Company and  
Buck Development LLC*

By:   
STEPHEN P. SCHRECKINGER

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*For Defendants Buck 92 & First Residential Tower  
LLC; Buck 92<sup>nd</sup>/1<sup>st</sup> LLC; Buck Investors I, LLC;  
and The JBC Acquisition & Development Fund I.*

By: \_\_\_\_\_  
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*For Defendant SLCE Architect LLP*

By: \_\_\_\_\_  
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*For Defendants The John Buck Company and  
Buck Development LLC*

By: \_\_\_\_\_  
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and The JBC Acquisition & Development Fund I.*

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*For Defendant SLCE Architect LLP*

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*For Defendants The John Buck Company and  
Buck Development LLC*

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*For Defendants Buck 92 & First Residential Tower  
LLC; Buck 92<sup>nd</sup>/1<sup>st</sup> LLC; Buck Investors I, LLC;  
and The JBC Acquisition & Development Fund I.*

By: \_\_\_\_\_  
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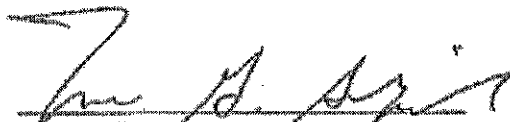
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*For Defendant RiverEast Apartment Investors LLC*

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SO ORDERED this 10th day of June, 2013.

  
LORRA G. SCHOFIELD  
UNITED STATES DISTRICT JUDGE

**APPENDIX A**  
**PUBLIC AND COMMON USE AREAS**

As soon as reasonably possible, but no later than six (6) months from the entry of this Consent Decree Design and Construction Defendants shall finish the retrofits listed in this Appendix A.

**FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 2**

**BUILDING MAIN ENTRANCE AND LOBBY**

<b>ELEMENT</b>	<b>CONDITION</b>	<b>AGREED UPON RETROFIT</b>
Swinging door adjacent to revolving door	Opening force is 9 lbs.	Automatic opening door to be installed at Main Entrance door <sup>1</sup> .

**LEASING OFFICE**

<b>ELEMENT</b>	<b>CONDITION</b>	<b>AGREED UPON RETROFIT</b>
Bathroom – lavatory	No forward approach	Remove base cabinet for forward approach
Bathroom – toilet rear grab bar	Banjo countertop at lavatory obstructs grab bar	Remove banjo countertop
Bathroom – toilet grab bars	No grab bars	Install grab bars

<sup>1</sup> Automatic opening door has already been installed.

**MAILBOXES**

<b>ELEMENT</b>	<b>CONDITION</b>	<b>AGREED UPON RETROFIT</b>
Mailboxes	Top two rows of mailboxes are at 55" and 49" above the finished floor	Mailboxes will be re-configured in accordance with the sketch attached as Exhibit 1.

**MULTIPURPOSE ROOM – KITCHEN**

<b>ELEMENT</b>	<b>CONDITION</b>	<b>AGREED UPON RETROFIT</b>
Microwave Oven	Highest operable part is 54" AFF	Microwave will be relocated to counter

**MULTIPURPOSE ROOM – UNISEX TOILET ROOM**

<b>ELEMENT</b>	<b>CONDITION</b>	<b>AGREED UPON RETROFIT</b>
Entrance door hardware	Knob hardware	Lever hardware will be installed
Toilet	Centerline is 18 ¾" from side wall	Water closet will be adjusted slightly so that centerline is 18" from wall
Toilet side grab bar	Grab bar is 6" from rear wall	42" parallel grab bar will be adjusted so it begins 12" from rear wall
Toilet rear grab bar	Grab bar is 24" long	36" grab bar will be installed
Lavatory – rim height	Rim height is 36" above the finished floor	Lavatory will be lowered so that rim will be a maximum of 34" above the finished floor
Lavatory – pipe insulation	No insulation	Insulation will be provided under water supply and drain pipe
Overhead soffit – along lavatory side wall	Soffit protrudes 10 ¾" at 74" to 74 ½"	Soffit will be extended to door wall and

	above the finished floor	wall behind water closet so that protrusion will be eliminated and a new protrusion will not be created
Overhead soffit – along toilet side wall	Soffit protrudes 7 1/8” at 75 1/2” above the finished floor	Soffit will be extended to door wall and wall behind water closet so that protrusion will be eliminated and a new protrusion will not be created

**TRASH CHUTE ROOMS**

<b>ELEMENT</b>	<b>CONDITION</b>	<b>AGREED UPON RETROFIT</b>
Room size – all floors others than 2 <sup>nd</sup> floor	40” by 63” wide; in-swinging door	Will provide alternative trash pick-up by building staff at set times on a daily basis for any wheelchair-bound disabled residents or guests. Residents will be notified of this procedure in writing, and notices will be posted on building bulletin boards. In addition, a 24/7 trash receptacle will be located in a safe location in the basement in close proximity to the elevators.
Room size – 2 <sup>nd</sup> floor	40 1/4” x 51” wide; in-swinging door	Will provide alternative trash pick-up by building staff at set times on a daily basis for any wheelchair-bound disabled residents or guests. Residents will be notified of this procedure in writing, and notices will be posted on building bulletin boards. In addition, a 24/7 trash receptacle will be located in a safe location in the basement in close proximity to the



		elevators.
Trash room doors – closing speed: 2 <sup>nd</sup> , 13 <sup>th</sup> , 16 <sup>th</sup> , 17 <sup>th</sup> floors	Less than 3 seconds	Closers will be adjusted to 3 second minimum from 70 degrees to 3 inches from latching
Chute access doors – opening force	Floors 2, 7, 12, 17, 18, 28, 30, 32 - 8lbs; Floors 3- 6, 11, 15, 22, 31 – 10 lbs; Floors 8, 10, 14, 16, 20, 26, 27, 33 - 9 lbs; Floors 9, 19 – 11 lbs; Floors 13, 21, 23, 24– 7 lbs; Floor 25 – 6 lbs; Floor 29 - 12 lbs.	Closers on these doors will be adjusted to 5 lbs maximum force
Chute access door – hardware: all floors	Requires twisting to open chute door	Hardware will be replaced with hardware that does not require tight grasping, tight pinching, or twisting of the wrist to operate.

**SUN DECK**

<b>ELEMENT</b>	<b>CONDITION</b>	<b>AGREED UPON RETROFIT</b>
Entrance door hardware	Knob hardware	Will be replaced with lever hardware
Entrance door width	Door does not open to 90 degrees	Hinges to be adjusted to allow 90 degree opening required

**BASEMENT STORAGE**

<b>ELEMENT</b>	<b>CONDITION</b>	<b>AGREED UPON RETROFIT</b>
Entrance door	Opening force 7 lbs.	Closers will be adjusted to 5 lbs maximum force.
Maneuvering clearance at storage cage doors	Two aisles are 35" to 36" wide; remaining two aisles are 42" wide.	48" maneuvering clearance to be provided in front of three (3) storage cages
Light switch	Twist-dial control	Light switch will be replaced with one that does not require tight grasping, tight pinching, or twisting of the wrist to operate.

**APPENDIX B  
UNIT RETROFITS**

As soon as reasonably possible, but no later than six (6) months after the entry of this Consent Decree the Design and Construction Defendants shall cause the retrofits listed in this Appendix B to be completed, except that those retrofits listed on this Appendix B that are to be performed “on request” and “upon vacancy” shall be completed no later than sixty (60) days after request by the tenant or a prospective tenant or after the vacancy occurs.

**TERRACE THRESHOLD  
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 4, SEC. (4)**

UNIT(S)	CONDITION	AGREED UPON RETROFIT
7A, 7B, 7E, 7F	Level change at terrace door exceeds maximum of $\frac{3}{4}$ .”	Elevation will be overcome by 1: 12 beveled threshold mat that will be available on-site and installed upon request.

**CLEAR OPENING WIDTH OF DOORS  
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 3, SEC (2)**

UNIT(S)	CONDITION	AGREED UPON RETROFIT
7A – 33A	Clear opening width at bedroom door and bathroom door less than 31 $\frac{5}{8}$ .”	Door Stops to be replaced with Floor Stops.

**BATHROOM CLEARANCE AND BATHROOM LAVATORIES**  
**FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7, SEC (2)(a)(i) & (ii)**

UNIT(S)	CONDITION	AGREED UPON RETROFIT
All units	<p>Clear floor space beyond door swing less than 30" wide minimum by 48" long minimum.</p> <p>Lavatory centerline is less than 24" minimum from bathtub and base cabinets are not easily removable or not compliant when removed.</p>	<p>In a total of 20 bathrooms, will replace base cabinets with removable base cabinets. Retrofits must be completed either upon request of a tenant or prospective tenant, upon vacancy, or within the term of the Consent Order, whichever is earlier. Of the 20 bathrooms retrofit, 7 must be in two-bedroom units, 7 in one-bedroom units, and 6 in studio units, and they must be the same bathrooms in which the banjo countertops are replaced. The 20 bathrooms that are retrofit must be in units where there is at least a full 40" minimum width at the refrigerator in the kitchen.</p>
2G – 6G, 7E – 33E, 7F – 33F	<p>Clear floor space beyond door swing less than 30" wide minimum by 48" long minimum.</p>	<p>Reverse swing of all the bathroom doors, except that this retrofit will not be required in the second bathroom of seven apartments selected from units 2G – 6G and 7F – 33F. These seven bathrooms will be in the same apartments where the other bathroom has had the banjo countertop removed and the base cabinets replaced. In the seven bathrooms where the door swing will not automatically be reversed, the door swing will be reversed upon the request of a tenant or prospective tenant.</p>

**BATHROOM TOILETS**

**FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7, SEC. (2)(a)(ii)**

<b>UNIT(S)</b>	<b>CONDITION</b>	<b>AGREED UPON RETROFIT</b>
2B – 6B, 2F – 6F, 7B-32B	Toilet centerline is more than 18” from side wall.	Will provide wall board up to at least 36” from floor so that centerline of water closet is 18” from wall, or water closet will be adjusted on flange so that its centerline is 18” from wall.

**BATHROOM OUTLETS**

**FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 5**

<b>UNIT(S)</b>	<b>CONDITION</b>	<b>AGREED UPON RETROFIT</b>
All units.	Electrical outlets are behind the toilet, less than 12” from the side wall.	Will provide power strips accessible from the clear floor space at the lavatory that are at or below 44” above the finished floor.

**OBSTRUCTION OF GRAB BAR LOCATION  
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 6**

<b>UNIT(S)</b>	<b>CONDITION</b>	<b>AGREED UPON RETROFIT</b>
All units	Banjo counter top at lavatory obstructs grab bar location	In a total of 20 bathrooms, will remove the banjo countertops and replace with a countertop that does not obstruct the grab bar location. Retrofits must be completed either upon request of a tenant or prospective tenant, upon vacancy, or within the term of the Consent Order, whichever is earlier. Of the 20 bathrooms retrofit, 7 must be in two-bedroom units, 7 in one-bedroom units, and 6 in studio units, and they must be the same bathrooms in which the base cabinets are replaced. The 20 bathrooms that are retrofit must be in units where there is at least a full 40" minimum width at the refrigerator in the kitchen.

**KITCHEN CLEARANCE**

**FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7, SEC. (1)(b)**

<b>UNIT(S)</b>	<b>CONDITION</b>	<b>AGREED UPON RETROFIT</b>
2B, 2E, 9E, 10A, 11A, 24A, 28A, plus an additional 13 units from the list below, for a total of 20 units.	Less than 40" minimum width at refrigerator.	Will install a Whirlpool W8RXEGMWS 30 3/8 inch depth refrigerator at the request of a tenant or prospective tenant, upon vacancy, or within the term of the Consent Decree whichever is earliest.
2H, 3B, 3E, 3H, 4E, 5E, 6B, 6E,7A, 7E, 8A, 12A, 14A, 14E, 15A, 16E, 18E, 19E, 20E, 22A, 22E, 24E, 23A, 24A, 25A, 25E, 26A, 26E, 27A, 27E, 28A, 30E, 31A, 31E, 32E, 33A, 33E, minus the units where the refrigerator will be replaced.	Less than 40" minimum width at refrigerator.	Will provide a recessed outlet and adjust the water line, which will allow the refrigerator to be pushed back such that there is a width of not less than 39" at refrigerator.

**KITCHEN OUTLETS**

**FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 5**

<b>UNIT(S)</b>	<b>CONDITION</b>	<b>AGREED UPON RETROFIT</b>
All units	Kitchen outlets less than 12" from side/end wall or appliance measured to the centerline of the outlet nearest the side/end wall or appliance.	Will provide wall-mounted power strips, move outlets, or install new outlets, such that outlets are at or below 46" above the finished floor and at or greater than 12" from the side/end wall or appliance. <sup>1</sup>

<sup>1</sup> The United States will make itself available to confer with Defendants regarding a plan for implementing this retrofit of the kitchen outlets. To the extent Defendants show that it is not technically feasible to install a particular power strip or move a particular outlet to an accessible location, the United States shall not unreasonably withhold its consent to a mutually acceptable alternative.

**APPENDIX C**

**NOTICE OF RETROFITS TO PUBLIC AND COMMON USE AREAS  
OF RIVER EAST**

To Our Residents and Prospective Residents:

Federal law requires that the public and common use areas at River East contain accessibility features for persons with disabilities. Within the next six months, we will be undertaking a program of retrofits to the public and common use areas to make them more accessible to persons with disabilities. A list of mandatory retrofits we will be undertaking is available at the leasing office. We do not anticipate that current residents will have to be relocated during the term of their tenancy or that prospective residents will have their move-in dates delayed because of the retrofits we will be undertaking.

Should you have questions regarding this letter, please contact the leasing office at River East or the United States Attorney's Office, Southern District of New York, at (212) 637-0840.

Sincerely,  
River East



## APPENDIX D

### NOTICE TO RESIDENTS OR PROSPECTIVE RESIDENTS OF RETROFITS TO THE RIVER EAST APARTMENTS

River East is dedicated to the principle of equal housing opportunity. The federal Fair Housing Act requires that apartments in newer apartment communities have certain features of physical accessibility for people with disabilities.

This is to advise you that, as a result of a settlement in a case brought by the United States against the developers and designers of this apartment complex, we have agreed to modify, by varying degrees, the apartments at River East to provide greater accessibility for people with disabilities. Your unit or prospective unit is one of those that does not meet the accessibility requirements of the Fair Housing Act. We want you to know that you may request to have your apartment, or prospective apartment, modified now at no cost to you. The actual work will take no more than five days and, should you have to move out temporarily, we will pay reasonable relocation and housing expenses while the modifications are being made.

Depending on the particular features in your unit, the modifications may include:

- Movement of electrical outlets or installation of new outlets or power strips in kitchen;
- Reversal of bathroom door swings;
- Removal of banjo countertops in bathrooms;
- Replacement of lavatory base cabinets in bathrooms;
- Replacement of refrigerators;
- Modification of terraces to ensure accessibility to persons who use wheelchairs.

While you do not have to request the modifications now, you should be aware that some of this work must be completed **within the next six months**, regardless of your intention to stay in the apartment for a longer time. A representative will be contacting you soon to review these modifications and to discuss a time frame within which these modifications may be made.

If you have any questions, please contact us at the management office.

**APPENDIX E**

**NOTICE TO POTENTIAL AGGRIEVED PERSONS**

On \_\_\_, the United States District Court for the Southern District of New York entered a consent order resolving a lawsuit brought by the United States Department of Justice against certain builders and developers alleging that they failed to include certain accessible features for persons with disabilities required by the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(c), in the design and construction of River East.

Under this consent order, a person may be entitled to receive monetary relief if he or she:

- WAS DISCOURAGED FROM LIVING AT THIS PROPERTY BECAUSE OF THE LACK OF ACCESSIBLE FEATURES;
- HAS BEEN HURT IN ANY WAY BY THE LACK OF ACCESSIBLE FEATURES AT THIS PROPERTY;
- PAID TO HAVE AN APARTMENT AT THIS PROPERTY MADE MORE ACCESSIBLE TO PERSONS WITH DISABILITIES; OR
- WAS OTHERWISE DISCRIMINATED AGAINST ON THE BASIS OF DISABILITY AS A RESULT OF THE DESIGN AND CONSTRUCTION AT THIS PROPERTY.

If you wish to make a claim for discrimination on the basis of disability, or if you have any information about persons who may have such a claim, please contact the United States Attorney's Office, Southern District of New York at 212-637-2800. You may also fax us at 212-637-2702 or write to:

United States Attorney's Office, Southern District of New York  
Attn: Civil Rights Unit  
86 Chambers Street  
New York, New York 10007

NOTE: You must call or write no later than \_\_\_, 20\_\_.

**APPENDIX F**

**RELEASE FORM**

In consideration of the payment of the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), pursuant to the Consent Order entered in *United States of America v. The John Buck Company, LLC, et al.*, 13 Civ. \_\_\_\_\_ ( ) (S.D.N.Y.), I hereby release the defendants named in this action from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in the above-styled action.

I fully acknowledge and agree that this release of the defendants shall be binding on my heirs, representatives, executors, successors, administrators, and assigns.

I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Date)

**APPENDIX G**

**ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER**

I \_\_\_\_\_, am an employee of \_\_\_\_\_ and my duties include \_\_\_\_\_  
\_\_\_\_\_. I have received and read a copy or an approved  
summary of the Consent Decree in *United States of America v. The John Buck Company,  
LLC, et al.*, 13 Civ. \_\_\_\_\_ ( ) (S.D.N.Y.), and have had an opportunity to have all my  
questions concerning the Consent Order answered to my satisfaction.

\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Employee Signature

**APPENDIX H**

**CERTIFICATION OF FAIR HOUSING TRAINING**

On \_\_\_\_\_, I attended training on the federal Fair Housing Act, including its requirements concerning physical accessibility for persons with disabilities. In particular, I was instructed as to design and construction requirements of the Fair Housing Act. I have had all of my questions concerning the Fair Housing Act answered to my satisfaction.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date