

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

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UNITED STATES OF AMERICA, :  
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Plaintiff, :  
 :  
v. :  
 :  
TOLL BROTHERS, INC.; TOLL BROTHERS :  
REALTY TRUST; TOLL LAND XIII :  
LIMITED PARTNER; GREENBERG FARROW :  
ARCHITECTURE, INC.; LENDLEASE (US) :  
CONSTRUCTION LMB, INC. F/K/A BOVIS LEND :  
LEASE LMB, INC.; TOLL NORTHEAST LP :  
COMPANY, INC.; TB PRINCETON VILLAGE LLC, :  
AND TB-BDN PLYMOUTH APARTMENTS, :  
 :  
Defendants, and :  
 :  
NORTH8 CONDOMINIUM ASSOCIATION, INC., :  
 :  
as a Rule 19 Defendant. :  
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24 Civ. 4632 (GHW)

**CONSENT DECREE AS TO  
GREENBERG FARROW  
ARCHITECTURE, INC.**

WHEREAS, the United States brought the above-captioned action (the “Action”) to enforce provisions of the Fair Housing Act (“FHA”), codified at 42 U.S.C. §§ 3601–3619;

WHEREAS, the United States’ Complaint alleges that Toll Brothers, Inc. and Toll Brothers Realty Trust 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 construct certain properties with the features of accessible and adaptive design and construction required by the FHA, *see* 42 U.S.C. § 3604(f)(3)(C);

WHEREAS, the FHA provides that 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 basic features of accessible design as set

forth in 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(A);

WHEREAS, 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. *See* 42 U.S.C. § 3604(f)(3)(c) (these provisions of the FHA are referred to herein as the “Accessible Design Requirements”);

WHEREAS, on September 3, 2019, the Secretary of the U.S. Department of Housing and Urban Development (“HUD”) issued a charge of discrimination (the “HUD Charge”) against Toll Brothers, Inc. (“Toll Brothers”), among others, alleging that certain conditions at 49 North 8th Street in Brooklyn, New York (“North 8th”), itemized in the United States’ Complaint in this Action, are not readily accessible to and usable by persons with disabilities, as required by 42 U.S.C. § 3604(f)(3)(C);

WHEREAS, the respondents named in the HUD Charge elected on September 18, 2019, to proceed in federal court pursuant to 42 U.S.C. § 3612;

WHEREAS, the parties to this Consent Decree agree that this Court has jurisdiction over the subject matter of this case, and further agree that, to avoid protracted and costly litigation, and

without Defendants admitting liability, this controversy should be resolved without further proceedings and without an evidentiary hearing or a trial;

**It is hereby AGREED, by and between the parties:**

**I. The Parties and the Property**

1. Plaintiff is the United States of America.

2. North 8 Condominium is located at 49 North 8th Street, in Brooklyn, New York, 11249 (“North 8th” or the “Property”). North 8th is a six story 40-unit condominium building, with a parking garage, lobby, gym, courtyard, and other public and common use areas. HUD conducted accessibility testing at North 8th in June 2017 and April 2019. The defendants relating to North 8th were named in the HUD Charge and are as follows:

- a. Defendant Toll Brothers, Inc., directly and/or acting through affiliates, subsidiaries, or entities that it owns and/or controls (“Toll Brothers”), is a Delaware corporation based in Pennsylvania that does business within the Southern District of New York, among other places. Toll Brothers participated in the design and construction of North 8<sup>th</sup>.
- b. Defendant Toll Brothers Realty Trust is an affiliate subsidiary of defendant Toll Brothers that develops urban low-, mid-, and high-rise for-sale condominiums through Toll Brothers City Living, and participated in the design and construction of North 8<sup>th</sup>.
- c. 51 N. 8th Street, L.P. was a limited partnership formed in New York and is an indirect wholly owned subsidiary of defendant Toll Brothers. 51 N. 8th Street, L.P., developed North 8th, and had ownership of the condominium units until

they were sold, and in that capacity, participated in the design and construction of North 8th. In 2016, this entity merged into Toll Northeast LP Company, Inc.

- d. Defendant Toll Land XIII Limited Partner is a limited partnership formed in the state of New York, and was the landowner and title holder of North 8th from 2004 through the completion of the construction in 2011, and in that capacity, participated in the design and construction of North 8th.
- e. Defendant GreenbergFarrow Architecture, Inc. (“GreenbergFarrow”) is incorporated in the state of Georgia and provides architecture, planning, engineering, and development services related to the development of residential housing, including for many projects in this District, and has worked on numerous projects with Toll Brothers. GreenbergFarrow was the architecture firm that drew the architectural plans for the site, the public and common use areas, and the units of North 8th, and in that capacity, participated in the design and construction of North 8th. At all times relevant to this action, GreenbergFarrow did not prepare multifamily residential architectural plans or designs outside the State of New York.
- f. Defendant Lendlease (US) Construction LMB Inc., f/k/a Bovis Lend Lease LMB Inc. (“Lendlease LMB”) is incorporated in New York and provides construction management services. For a limited period of time, Lendlease LMB was the construction manager for North 8th, and in that capacity participated in the construction of North 8th.
- g. Defendant North8 Condominium Association, Inc. (“the Condo”) is the condominium association for North 8th and has control over the common areas

of North 8th. North8 Condominium Association, Inc. is a Rule 19 defendant in this action because its participation is necessary to ensure complete relief.

## **II. Compliance with the FHA**

3. GreenbergFarrow and each of its officers, employees, agents, successors, and assigns are hereby enjoined from discriminating on the basis of disability as prohibited by the FHA, 42 U.S.C. § 3604.

## **III. Non-Discrimination in Other Architectural Design**

4. For the duration of this Consent Decree, if GreenbergFarrow prepares any architectural or site plans, drawing, or blueprints for covered multi-family housing, as defined in the FHA, for projects located in the State of New York, and said plans, drawing or blueprints are intended to be issued to a contractor for construction purposes, GreenbergFarrow shall include on such plans, drawings, or blueprints a statement attesting to compliance with the FHA and one of the following standards (each a “Standard”), where such a single Standard has been used in its entirety (i.e., where every design feature within the additional property in question complies with all of the provisions in the particular selected Standard that addresses the FHA requirements): (i) the Guidelines; (ii) a standard designated as an FHA safe harbor by HUD; or (iii) 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; and GreenbergFarrow shall maintain and provide such plans, drawing, or blueprints to the United States upon request.

5. During the term of this Consent Decree, GreenbergFarrow shall maintain, and provide to the United States upon request, the following information and statements regarding any Covered Multifamily Dwellings located within the State of New York intended to be designed, in whole or in part, by it or by any entities in which it has a position of control as an officer, director, member, or manager, or has a ten-percent (10%) or larger ownership share:

- a. the name and address of the project;
- b. a description of the project and the individual units;
- c. the name, address and telephone number of the individual architect(s) who will be signing and sealing the drawings on behalf of GreenbergFarrow (“Responsible Architect”);
- d. a statement from each Responsible Architect acknowledging and describing his/her knowledge of and training in the requirements of the Fair Housing Act and the Guidelines, and in the field of accessible site design, and certifying that he/she has reviewed the architectural plans for the project, in accordance with the usual and customary standard of care exercised to the best of that Responsible Architect’s knowledge, and that the design specifications therein fully comply with the requirements of the Fair Housing Act and a Standard.

6. If the architectural plans referred to in Paragraph 5 above are revised, and the revisions could have any impact on whether the dwellings or complex comply with the Fair Housing Act and/or a Standard, GreenbergFarrow shall obtain, maintain, and provide to the United States upon request, a statement from the Responsible Architect that all specifications in the revised architectural plans, as pertinent and in accordance with the usual and customary standard of care exercised to the best of that Responsible Architect’s knowledge, comply with the requirements of the Fair Housing Act and a Standard.

7. GreenbergFarrow will make its designs for all new construction of Covered Multifamily Dwellings located in the State of New York fully compliant with the Accessible Design Requirements, the Americans with Disabilities Act, and the Americans with Disabilities Act 2010 Accessibility Standards to the extent applicable to Covered Multifamily Dwellings. Moreover, with respect to all new construction of Covered Multifamily Dwellings in the State of

New York, GreenbergFarrow shall make its design(s) for all such construction fully compliant with a Standard where every design feature of the project in question complies with all of the provisions in the particular selected Standard that address FHA requirements.

#### **IV. Educational Program**

8. Within 90 days of the entry of this Consent Decree, GreenbergFarrow shall provide a copy of this Consent Decree to all of their current employees involved in the design or construction of any new Covered Multifamily Dwellings and secure the signed statement from each such current employee acknowledging that he or she has received and read the Consent Decree, and has had an opportunity to have questions about the Consent Decree answered. This statement shall be substantially similar to the form of Exhibit A.

9. During the term of this Consent Decree, any new agent or supervisor of GreenbergFarrow who will have any supervisory authority in the design or construction of new Covered Multifamily Dwellings shall, within 90 days after the date he or she commences an employment relationship with GreenbergFarrow, be given a copy of this Consent Decree by GreenbergFarrow, and GreenbergFarrow shall require each such new employee to sign a statement, acknowledging that he or she has received and read the Consent Decree, and has had an opportunity to have questions about the Consent Decree answered. This statement shall be substantially similar to the form of Exhibit A.

10. In lieu of providing individuals or entities with copies of the Consent Decree as required by the preceding paragraphs of this Section, GreenbergFarrow may instead provide a summary of the Consent Decree with the United States' advance written approval of the form and content of any proposed summary.

11. GreenbergFarrow shall also ensure that its employees who have supervisory authority over the design and/or construction of new 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).

12. Within 180 days of the date of entry of this Consent Decree, GreenbergFarrow and all its employees whose duties, in whole or in part, involve or will involve supervision over the development, design and/or construction of multifamily dwellings shall undergo training on the design and construction requirements of the FHA. Employees involved in sales and rental of units shall undergo training on the general accessibility requirements of the FHA as opposed to technical design and construction requirements of the law. The trainings shall be conducted by a qualified third-party individual, not associated with GreenbergFarrow or their counsel, and approved by the United States; and any expenses associated with this training shall be paid by GreenbergFarrow. GreenbergFarrow shall provide to the United States, 30 days before the training, the name(s), address(es) and telephone number(s) of the trainer(s); and copies of any training outlines and materials to be distributed by the trainers. GreenbergFarrow shall provide to the United States, 30 days after the training, certifications executed by GreenbergFarrow and covered employees confirming their attendance, in a form substantially equivalent with respect to the applicable subject matter to Exhibit B.

13. The provisions of this section shall apply only to GreenbergFarrow employees engaged in the preparation of architectural plans or designs within the State of New York, or with regard to Covered Multifamily Dwellings within the State of New York regardless of where the employee is located.



**V. Preservation of Records**

14. For the term of this Consent Decree, GreenbergFarrow is required to preserve all records related to this Consent Decree for the Properties and any other new Covered Multifamily Dwellings designed or constructed by GreenbergFarrow during the term of this Consent Decree. Upon reasonable notice to GreenbergFarrow, representatives of the United States shall be permitted to inspect and copy any non-privileged records of GreenbergFarrow bearing on compliance with this Consent Decree at any and all reasonable times, provided, however, that the United States shall endeavor to minimize any inconvenience to GreenbergFarrow from such inspections.

**VI. Civil Penalty**

15. Within 45 days of the entry of this Consent Decree, GreenbergFarrow shall pay a civil penalty of \$30,000 (Thirty Thousand Dollars) pursuant to 42 U.S.C. § 3614(d)(1)(C) to vindicate the public interest. GreenbergFarrow shall pay said sum by submitting a check made payable to the “United States of America” to the United States or by electronic fund transfer pursuant to instructions to be provided by the United States.

**VII. Duration of Consent Decree and Termination of Legal Action**

16. This Consent Decree shall, subject to Paragraph 19, remain in effect for three years following entry of the Consent Decree by the Court. The parties agree that in the event GreenbergFarrow engages in any future conduct occurring during the term of this Consent Decree that leads to a determination of a violation of the FHA’s accessible design and construction provisions, such conduct shall constitute a “subsequent violation” pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

17. The Complaint in this action is hereby dismissed only as to Defendant GreenbergFarrow Architecture, Inc., without prejudice to reinstatement in accordance with paragraph 18.

18. The Complaint in this Action shall be reinstated as to GreenbergFarrow at any time during the term of this Consent Decree if the Court determines that GreenbergFarrow has failed to perform, in a timely manner, any act required by this Consent Decree or have otherwise failed to act in conformity with any provision of this Consent Decree. Any delay attributable to the United States shall not be a basis to reinstate the Complaint in this action.

19. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce the terms of the Consent Decree. The United States may move the Court to extend the duration of the Consent Decree or in the interests of justice. The duration of the Consent Decree also may be extended by the mutual written agreement of the United States and GreenbergFarrow to which the extension pertains.

20. The United States and GreenbergFarrow shall endeavor, in good faith, to resolve informally any differences regarding interpretation of and compliance with this Consent Decree prior to seeking judicial relief. However, in the event of a material breach of this Consent Decree, and if the parties are unable to informally resolve such a dispute, either party shall have the right to submit an application to the Court to reinstate this action at any time prior to the expiration of the term of this Consent Decree to seek enforcement of the terms of this Consent Decree by amending its pleading(s) pursuant to Rule 15(a)(2) of the Federal Rules of Civil Procedure to include a claim or counter-claim for breach of this Consent Decree.

21. Upon the expiration of the Consent Decree and all obligations thereunder, the United States shall seek an order dismissing the Complaint with prejudice, only as to Defendant GreenbergFarrow Architecture, Inc.

### **VIII. Miscellaneous**

22. GreenbergFarrow is hereby notified that, in the event that GreenbergFarrow fails to comply with any of the terms of this Consent Decree 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)

23. Miscellaneous time limits for performance imposed by this Consent Decree may be extended by the mutual written agreement of the United States and GreenbergFarrow, the consent to which shall not be unreasonably denied or withheld.

24. The United States and GreenbergFarrow will each bear their own costs and attorney's fees associated with this litigation.

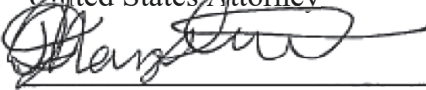
25. The United States and GreenbergFarrow understand and agree that this Consent Decree and the exhibits thereto contain the entire agreement between them, and that any statements, representations, promises, agreements, or negotiation, oral or otherwise, between the parties or their counsel that are not included herein shall be of no force or effect.

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

Date: July 18, 2024

*For the United States:*

DAMIAN WILLIAMS  
United States Attorney

By: 

DAVID J. KENNEDY  
DANIELLE J. MARRYSHOW  
Assistant United States Attorneys  
86 Chambers Street, 3rd Floor  
New York, New York 10007  
(212) 637-2733/2689  
david.kennedy2@usdoj.gov  
danielle.marryshow@usdoj.gov

Date: July 17, 2024

*For GreenbergFarrow Architecture, Inc.*

L/ Joseph DeDonato  
JOSEPH DeDONATO, ESQ.  
Bennett, Bricklin & Saltzburg LLC  
40 Wall Street, Suite 1002  
New York, NY 10005  
(973) 888-2074  
joseph.dedonato@bbs-law.com

SO ORDERED:  
Dated: July 28, 2024

  
UNITED STATES DISTRICT JUDGE

**EXHIBIT A**

**ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER**

I \_\_\_\_\_, am a \_\_\_\_\_ of/for \_\_\_\_\_ and my duties include \_\_\_\_\_. I have received and read a copy of the Consent Decree in *United States of America v. Toll Brothers, GreenbergFarrow Architecture, et al.*, 24 Civ. \_\_\_\_ (\_\_\_\_) (S.D.N.Y.), and have been given instruction on (1) the terms of this Consent Decree, (2) the requirements of the Fair Housing Act, particularly related to the Act's design and construction requirements, and (3) my responsibilities and obligations under the Consent Decree and the Fair Housing Act. I have had all of my questions concerning the Consent Decree answered to my satisfaction.

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

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

**EXHIBIT B**

**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. I was also instructed as to the rental policies and procedures, including the nondiscrimination, complaint, and reasonable accommodation policies of the Fair Housing Act. I have had all of my question concerning the Fair Housing Act answered to my satisfaction.

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

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

\_\_\_\_\_  
Date