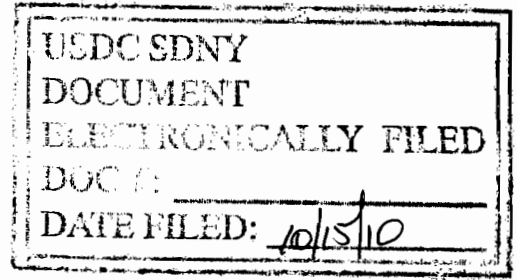


STEIN

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



UNITED STATES OF AMERICA,

ECF CASE

Plaintiff,

08 Civ. 7194 (SHS)

-against-

CONSENT DECREE

CVP I, LLC, DOWNTOWN  
MANHATTAN RESIDENTIAL LLC,  
CHRYSTIE VENTURE PARTNERS,  
LLC, AVALON BAY COMMUNITIES,  
INC., and SLCE ARCHITECTS LLP,

Defendants.

**INTRODUCTION**

**A. Background**

This Consent Decree is entered into between the United States of America (the "United States") and Defendants CVP I, LLC, Downtown Manhattan Residential LLC, Chrystie Venture Partners, LLC, AvalonBay Communities, Inc., and SLCE Architects (collectively, "Defendants").

WHEREAS, the United States brought this action (the "Action") to enforce provisions of the Fair Housing Act ("FHA"), codified at 42 U.S.C. §§ 3601, *et seq.* Specifically, the United States' Complaint in this Action, filed on August 13, 2008, alleges that Defendants have engaged in a pattern or practice of discrimination, and have denied rights to a group of persons in a manner raising a general issue of public importance, by failing to design and/or construct Avalon Chrystie Place, a residential apartment complex in New York, New York, with the features of accessible and adaptive design and construction required by the FHA, 42 U.S.C. § 3604(f)(3)(C);

WHEREAS, Avalon Chrystie Place is subject to the accessible design and construction requirements of the FHA, 42 U.S.C. § 3604(f)(3)(C);

WHEREAS, Defendants answered the Complaint in this action by denying any and all violations of the FHA;

WHEREAS, the entry of this Consent Decree does not constitute an admission of liability on the part of any of the Defendants;

**B. Defendants**

WHEREAS, Defendant CVP I, LLC (the “CVP Defendant”), a Delaware limited liability company, is the owner of Avalon Chrystie Place, and was involved in the design and construction of Avalon Chrystie Place;

WHEREAS, Defendant Downtown Manhattan Residential LLC (the “Downtown Manhattan Residential Defendant”), a Delaware limited liability company, was involved in the design and construction of Avalon Chrystie Place;

WHEREAS, Defendant Chrystie Venture Partners, LLC (the “Chrystie Venture Partners Defendant”), a Delaware limited liability company, was involved in the design and construction of Avalon Chrystie Place;

WHEREAS, Defendant AvalonBay Communities, Inc. (the “Avalon Defendant”), a Maryland corporation, is a member of Chrystie Venture Partners, LLC, and was involved in the design and construction of Avalon Chrystie Place;

WHEREAS, the CVP Defendant, the Downtown Residential Defendant, the Chrystie Venture Partners Defendants, and the Avalon Defendant will collectively be referred to as the “Developer Defendants”;

WHEREAS, Defendant SLCE Architects LLP (the “Architect Defendant”) is a New York limited liability partnership that drew the architectural plans for Avalon Chrystie Place and, in that capacity, designed Avalon Chrystie Place;

WHEREAS, the phrase “Defendants” shall refer to all of the defendants listed above;

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

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 and adaptive design to make such units accessible to or adaptable for use by a person who has or develops a disability, 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 using wheelchairs; and (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. Alleged Violations at Avalon Chrystie Place**

WHEREAS, Avalon Chrystie Place is a residential rental apartment building located at 229 Chrystie Street in New York, New York. The complex consists of a tower with elevator access to 361 rental apartment units, as well as public and common use areas. The complex features a rooftop sundeck, a fitness center, and a residents' lounge with a pool table;

WHEREAS, the United States has inspected Avalon Chrystie Place and has alleged, *inter alia*, the following failures to meet the Accessible Design Requirements at Avalon Chrystie Place, which Defendants dispute:

- Bathroom grab bar wall reinforcements of insufficient lengths to allow later installation of grab bars;
- Bathroom fixtures precluding installation of bathroom grab bars;
- Terraces inaccessible to persons in wheelchairs;
- Excessively high thresholds, interfering with accessible routes for persons in wheelchairs;
- Insufficient clear floor space within bathrooms for maneuvering by persons in wheelchairs;
- Bathroom sinks not usable by persons in wheelchairs;
- Kitchens lacking sufficient space between appliances and/or countertops, so as to be usable by persons in wheelchairs;
- Kitchen sinks not usable by persons in wheelchairs;
- Ranges not usable by persons in wheelchairs;
- Kitchen electrical outlets inaccessible to persons in wheelchairs;

- Protruding objects in common areas, not detectable by canes of visually impaired persons;
- Common area signs lacking raised letters for visually impaired persons;
- Common area doors requiring excessive force for persons with certain disabilities;
- Common area doors with hardware not usable by persons with certain disabilities;
- Common area bathrooms not usable by persons in wheelchairs;
- Mailboxes inaccessible to persons in wheelchairs;
- Features within the fitness room inaccessible to persons in wheelchairs; and
- Vending machines inaccessible to persons in wheelchairs;

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

WHEREAS, 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). The parties further agree that this controversy should be resolved without further proceedings and without an evidentiary hearing, findings of fact, or a trial;

WHEREAS, Defendants deny that they have violated any provision of the FHA and deny any liability for any alleged act or omission set forth in the Complaint, and nothing contained in this Consent Decree shall be construed as an admission of liability;

WHEREAS, without admitting or denying liability, Defendants agree to retrofit Avalon Chrystie Place, as well as certain other covered multifamily housing complexes identified herein (the "Additional Properties");

WHEREAS, the parties' entry into this Consent Decree is not intended to limit any Defendant, individually or collectively, from instituting a separate action 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 the properties that are the subject of this Consent Decree; and

WHEREAS, without Defendants admitting or denying liability, the parties agree to the entry of this Consent Decree.

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

**I. GENERAL INJUNCTION**

1. 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 in the design and construction of covered multifamily dwellings as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(C).

**II. CORRECTIVE ACTIONS / RETROFITS**

**A. Avalon Chrystie Place**

2. The Developer Defendants shall take the actions described below and in Appendices A through E.

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

3. The Developer Defendants shall modify the public and common use areas of Avalon Chrystie Place by taking the actions described below.

4. As soon as reasonably possible, but no later than 6 months from the Effective Date of this Consent Decree, the Developer Defendants shall finish the retrofits listed in

Appendix A. The Developer Defendants shall minimize inconvenience to residents in making such retrofits.

***Modifications to Dwelling Unit Interiors***

5. The Developer Defendants shall modify the dwelling unit interiors of Avalon Chrystie Place by taking the actions described below.

6. For each unit listed in Appendix B, as soon as reasonably possible, but no later than 6 months from the Effective Date of this Consent Decree, the Developer Defendants shall finish the retrofits listed in Appendix B.

7. For each unit listed in Appendix C, the Developer Defendants shall finish the retrofits listed in Appendix C no later than the earlier of (a) 10 days after the written request of any resident of the unit, or (b) the re-occupancy of any vacated unit, or (c) 15 months from the Effective Date of this Consent Decree.

8. For each unit listed in Appendix D, the Developer Defendants shall finish the retrofit listed in Appendix D no later than the earlier of (a) 10 days from the written request of any resident or a future resident who has signed a lease but not yet taken occupancy of the unit (a “future resident”), (b) replacement due to ordinary expiration of the appliance, or (c) 16 months from the Effective Date of the Consent Decree.

9. For each unit listed in Appendix E, the Developer Defendants shall finish the retrofits listed in Appendix E no later than thirty (30) days from the written request of any resident or future resident.

10. Within thirty (30) days from the Effective Date of this Consent Decree, the Developer Defendants shall inform each resident and future resident that: (1) as a result of a

settlement of an action brought by the United States, the Developer Defendants have agreed to retrofit certain features of the unit; (2) the retrofits set forth in Appendix B will be provided upon written request but will, in any event, take place six months from the Effective Date of this Consent Decree; (3) the scheduling of the retrofits will take into account the preferences and convenience of the resident or future resident and that relocation costs, if any, will be provided in advance. The notice shall be substantially in the form of Appendix F.

11. Within thirty (30) days from the date of the Effective Date of this Consent Decree, and on each anniversary of the Effective Date of this Consent Decree for the period it is in effect, the Developer Defendants shall provide notice in substantially the form of Appendix G to inform each resident, future resident and/or prospective resident who resides, or who seeks to reside, in a unit at Avalon Chrystie Place that has not been retrofitted in each and every one of the ways described in Appendices C, D or E, that (1) as a result of a settlement of an action brought by the United States, the Developer Defendants have agreed to retrofit certain features of the unit; (2) the features of accessible and adaptive design can be retrofitted in the unit upon written request of the resident or future resident; (3) the retrofits offered will be at no cost to the unit resident or future resident; and (4) the scheduling of the retrofits will take into account the preferences and convenience of the resident or future resident and that relocation costs, if any, will be provided in advance. For purposes of this Consent Decree, "prospective resident" shall mean any individual who has taken a tour of a unit or applied to lease a unit, but has not yet signed a lease. The notice shall be substantially in the form of Appendix G.

12. The Developer Defendants shall certify to the United States in writing that the notices described in paragraphs 10 and 11 have been distributed and shall specify the manner in



which they were distributed as part of their annual reporting requirement. Such certification shall include the names and Avalon Chrystie Place unit (or other addresses for future or prospective residents) of the persons to whom the notices were distributed.

13. In the event that a resident of an Avalon Chrystie Place unit scheduled to undergo a modification is dislocated from his or her unit for more than a fourteen (14) consecutive hour period on account of a modification made to the unit pursuant to this Consent Decree, the Developer Defendants shall pay such resident, pro rata, the applicable federal government per diem rate for food and, unless accommodations are otherwise provided by Defendants that are satisfactory to the resident, the applicable per diem rate for 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 required by this Consent Decree. Nothing in this paragraph shall restrict or impede the Developer Defendants’ rights to continue, in a non-discriminatory manner, to establish and raise rents at Avalon Chrystie Place consistent with their business goals and obligations and with market conditions, including increasing rents after the expiration of a current lease due to an increase in the market value of the unit, whether or not such increase is on account of upgrades to such unit (other than retrofits required under this Consent Decree) done at or about the same time as retrofits required under this Consent

Decree. Performance of the retrofits required by the terms of this Consent Decree do not constitute a diminution in services provided by the Developer Defendants at Avalon Chrystie Place.

**B. Additional Properties**

15. In addition to Avalon Chrystie Place, the Avalon Defendant has designed and constructed for occupancy after March 13, 1991, certain other multifamily housing complexes, listed in Appendix H. These properties shall be referred to as the “Additional Properties.”

16. Within sixty (60) days from the Effective Date of this Consent Decree, the Avalon Defendant shall retain one or more licensed design professionals (“Surveyor(s)”), with expertise regarding the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) (the “Guidelines”) and the Accessible Design Requirements, to survey each of the Additional Properties to help the parties determine what actions, if any, must be taken to bring these properties into compliance with the accessibility requirements of the FHA. Any Surveyor retained must be either (a) a professional listed on Appendix O, which the Avalon Defendant previously proposed, and which the United States has approved for use in this case, or (b) another professional proposed by the Avalon Defendant and approved by the United States for use under this Consent Decree. For purposes of conducting surveys and reporting survey results as required by this part of the Consent Decree (*i.e.*, Part II.B), the Surveyor(s) shall measure and report compliance with the FHA by reference to 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 address the FHA requirements): (i) the Guidelines; (ii) a

standard designated as an FHA safe harbor by the Department of Housing and Urban Development; 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. For each Additional Property, the Avalon Defendant shall select a single Standard that shall be applied by the Surveyor to that property. Different Standards, however, may be selected to be used for the surveys of different properties.

17. The Surveyor shall physically inspect all common areas, public accommodations, every unique feature covered by the FHA (*e.g.*, each unique bathroom layout) within each of the Additional Properties, and, subject to the Surveyor's discretion after review of the design materials, at least one unit of each floor plan type (including but not limited to a unit of each floor plan type specifically modified for use by persons with disabilities, if such a unit exists), in accordance with survey instructions to be developed by the Avalon Defendant and approved by the United States. The Surveyor and the United States shall have access to all applicable available design plans.<sup>1</sup>

18. The Avalon Defendant shall provide the Surveyor with the best available information regarding the size and location of grab bar reinforcements. Such information must include a physical inspection of more than one dwelling unit bathroom within each property to

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<sup>1</sup> The Avalon Defendant's inspection and retrofit obligations under this Consent Decree are limited to housing property. If an Additional Property contains a commercial office (other than the leasing or rental office for the property), retail space, or other non-housing commercial space (including an employee-only resource or break room that is not open to the public), the Avalon Defendant has no inspection or retrofit obligations under this Consent Decree for the interior of such space.

ascertain grab bar reinforcement length. Neither the Avalon Defendant nor the Surveyor will be required to use destructive testing to comply with the requirements of this paragraph.

19. Within ninety (90) days of the entry of this Consent Decree, the Avalon Defendant shall provide the United States with a schedule of the surveys for each of the Additional Properties, along with a detailed description of the scope and methodology of each survey, including how the Surveyor will identify and survey representative unit types to ensure that all potential instances of non-compliance with the selected Standard are identified in accordance with this Consent Decree, consistent with the survey instructions developed by the Avalon Defendant and approved by the United States. No survey may be commenced absent the approval of the United States as to the schedule, scope, and methodology of the survey. Upon receiving from the Avalon Defendant, the proposed schedule, scope and methodology for a survey, the United States shall have thirty (30) days to respond. Each survey must include photographic documentation of any feature that does not comply with the selected Standard.

20. The Avalon Defendant shall complete each survey of the Additional Properties set forth in Appendix H within nine (9) months of receiving the United States' approval of the survey, scope and methodology, pursuant to paragraph 19. The United States and the Avalon Defendant shall have the right to accompany the Surveyor on his or her survey of each property, and the Surveyor shall provide the United States with reasonable notice of each survey, at least thirty (30) days in advance of any survey. For each of the Additional Properties, within thirty (30) days following the completion of both the plan review and the physical survey of an Additional Property, the Surveyor shall provide to the parties a detailed written report setting out the scope and methodology of each survey and all of the information set forth in paragraph 19

above, including details and photographic documentation regarding any features that do not comply with the selected Standard.

21. Within thirty (30) days of receipt of each report of the Surveyor, with respect to each of the Additional Properties, the Avalon Defendant, upon consideration of the Surveyor's report, shall submit to the United States a proposal for performing the retrofits required to bring all common and public use areas and all individual dwelling units into compliance with the accessibility requirements of the FHA to the satisfaction of the United States. In creating its proposal, the Avalon Defendant may consider various relevant factors including, but not limited to, providing design features that are accessible to persons with disabilities, the inconvenience to residents, and cost considerations. The Avalon Defendant may detail its consideration of such factors in a justification memorandum accompanying its proposal. The Avalon Defendant shall not be deemed in any way to have admitted liability by making a retrofit proposal or by making retrofits.

22. Within sixty (60) days of receipt of each retrofit proposal, the United States shall notify the Avalon Defendant in writing of any objections to the proposal. In reviewing a proposal, the United States shall also review any justification memorandum submitted by the Avalon Defendant and consider the factors set forth therein; but the United States shall not be bound by a justification memorandum or any particular factor presented within such a memorandum. If the United States provides no written objections to a proposal, the Avalon Defendant shall proceed with the modifications it specified. If the United States provides written objections, the parties shall endeavor to expeditiously and in good faith resolve any objections, after which the Avalon Defendant shall, within fifteen (15) days, submit a revised retrofit

proposal, to which the United States shall have fifteen (15) days to provide written objections; if there are no objections, the Avalon Defendant shall proceed with the modifications it specified in the revised retrofit proposal. If, after expeditious and good faith negotiations, the parties are unable to resolve any differences concerning appropriate modifications, either party may raise the matter(s) for the Court for resolution. In resolving the parties' differences concerning appropriate modifications, the Court shall not consider the retrofits at Avalon Chrystie Place as precedential.

23. The Avalon Defendant shall make the retrofits to common or public use areas within six (6) months of the United States' approval of a retrofit proposal. The Avalon Defendant shall minimize inconvenience to residents in making such retrofits.

24. Except as otherwise agreed to or ordered by the Court, following the United States' approval of a retrofit proposal for a particular property, the Avalon Defendant shall perform all retrofits to individual dwelling units located within that property no later than the soonest of (a) two years from the date of approval of the retrofit proposal; (b) the re-occupancy of any vacated unit; or (c) ten (10) days from the written request of any resident or future resident. The Avalon Defendant shall minimize inconvenience to residents in making such retrofits.

25. Within thirty (30) days of the United States' approval of a retrofit proposal for a particular Additional Property, the Avalon Defendant shall inform each resident, future resident, and/or prospective resident who resides, or who seeks to reside, in an individual dwelling unit that is subject to being retrofitted in any manner set forth in the applicable retrofit proposal, that: (1) to settle a lawsuit, the Avalon Defendant has agreed to retrofit certain features of dwelling

units; (2) the features of accessible and adaptive design can be retrofitted in the unit upon written request of the resident or future resident; (3) the retrofits offered will be at no cost to the unit resident or future resident; and (4) the scheduling of the retrofits 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(s) shall be substantially in the form of Appendix F and/or Appendix G, modified as appropriate to reflect the particular property at issue and the retrofits of the applicable retrofit proposal. In providing the notice required by this paragraph, the Avalon Defendant shall also provide a document listing the retrofits to be completed in particular units.

26. The Avalon Defendant shall certify to the United States in writing that the notices described in paragraph 25 have been distributed and shall specify the manner in which they were distributed as part of their annual reporting requirement. Such certification shall include the names and Additional Property unit (or other addresses for future or prospective residents) of the persons to whom the notices were distributed.

27. The Avalon Defendant shall pay all costs associated with the surveys and modifications/retrofits to each of the Additional Properties, without prejudice to its ability to seek contribution or indemnification from other sources for such modifications/retrofits.

28. In the event that a resident of a unit within the Additional Properties that is scheduled to undergo a modification is dislocated from his or her unit for more than fourteen (14) consecutive hours, the Avalon Defendant shall pay such resident, pro rata, the applicable federal government per diem rate for food and, unless accommodations are otherwise provided by the Avalon Defendant that are satisfactory to the resident, the applicable federal government

per diem rate for 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.

29. Present and/or future residents of the Additional Properties 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 required under this Consent Decree. Nothing in this paragraph shall restrict or impede the Avalon Defendant’s rights to continue, in a non-discriminatory manner, to establish and raise rents at any of the Additional Properties consistent with their business goals and obligations and with market conditions, including increasing rents after the expiration of a current lease due to an increase in the market value of the unit, whether or not such increase is on account of upgrades to such unit (other than retrofits required under this Consent Decree) done at or about the same time as retrofits required under this Consent Decree. Performance of the retrofits required by the terms of this Consent Decree do not constitute a diminution in services provided by the Avalon Defendant at the Additional Properties.

### **III. NOTICE OF RETROFITS TO PUBLIC AND COMMON USE AREAS**

30. Within sixty (60) days of the Effective Date of this Consent Decree, the Developer Defendants shall provide written notices to all residents at Avalon Chrystie Place stating that the retrofits required by this Consent Decree will be performed to the public and common use areas of Avalon Chrystie Place. Such notice shall conform to Appendix I. In the event that retrofits are required by this Consent Decree to the public and common use areas at



any of the Additional Properties, the Avalon Defendant shall provide a similar written notice to all residents at each of the Additional Properties within sixty (60) days of the United States' approval of a retrofit proposal.

31. The Developer Defendants and/or the Avalon Defendant shall certify to the United States in writing that the notices required by paragraph 30 have been distributed and shall specify the manner in which they were distributed within ten (10) days after such distribution.

#### **IV. NEUTRAL INSPECTOR**

32. The Developer Defendants shall enter into a contract with a neutral inspector(s) approved by the United States ("Inspector(s)") to conduct on-site inspections of all retrofits performed under this Consent Decree to determine whether retrofits have been completed in accordance with the specifications in Appendices A through E at Avalon Chrystie Place, and with the specifications in the approved retrofit proposals for each of the Additional Properties. The Inspector(s) shall have expertise in the design and construction requirements of the FHA.

33. The Inspector may, upon request of any Developer Defendant, review and comment upon the sufficiency of all agreed upon modifications 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.

34. An initial inspection of Avalon Chrystie Place 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. This initial inspection shall include all retrofits set forth in Appendices A and B, as well as any completed retrofits set forth in Appendices C, D, or E.

35. Another inspection of Avalon Chrystie Place shall also take place within thirty (30) days of the completion of all of the retrofits set forth in Appendices C and D. This inspection shall include all retrofits set forth in Appendices C and D, as well as any completed retrofits set forth in Appendices E, to the extent such retrofits were not already inspected pursuant to paragraph 34.

36. An inspection of each of the Additional Properties shall take place within 30 days of the completion of the retrofits set forth in the pertinent approved retrofit proposal.

37. For each inspection of Avalon Chrystie Place and any of the Additional Properties, the Developer Defendants shall give the United States at least three (3) weeks prior notice of the inspection and shall give the United States an opportunity to have its representative present for the inspection.

38. The Inspector shall set out in writing the results of each inspection, including any deficiencies, and shall send that report to all counsel of record for the Developer Defendants and for the United States, except that the report(s) concerning the Additional Properties shall only be sent to counsel for the Avalon Defendant and the United States.<sup>2</sup>

39. The report shall state whether the retrofits required by the applicable Appendix hereto or approved retrofit proposal have been completed in accordance with such Appendix or approved retrofit proposal, and shall list any required retrofits that were not completed in accordance with such Appendix or approved retrofit proposal. The Developer Defendants shall correct any deficiencies within a reasonable period of time and shall pay for another inspection

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<sup>2</sup> For purposes of this Consent Decree, 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.

by the same Inspector to certify that the deficiencies have been corrected. This process shall continue until the Inspector certifies that all of the retrofits required by the applicable Appendices and approved retrofit proposals have been made. The Developer Defendants shall pay all of the Inspector's reasonable costs associated with any 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 and/or the third-party inspection reports provided for in this Consent Decree, to ensure compliance.

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

40. The sale or transfer of ownership, in whole or in part, of any entity or person's interest(s) in Avalon Chrystie Place or in any Additional Property shall not affect any Developer Defendant's continuing obligation to retrofit, and/or conduct or allow inspections or surveys of, Avalon Chrystie Place or any of the Additional Properties, as specified in this Consent Decree, unless that Developer 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 Decree to make retrofits and allow or conduct inspections or surveys as set forth in this Consent Decree, and will be subject to the jurisdiction of this Court.

41. Should an owner of Avalon Chrystie Place decide to sell or transfer any ownership of Avalon Chrystie Place, in whole or in part, or any portion thereof, prior to the completion of the retrofits specified by this Consent Decree, the owner of Avalon Chrystie Place 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 Decree and written notice that Avalon Chrystie

Place is subject to this Consent Decree, including specifically each Developer Defendant's obligations to either (i) complete required retrofit work and allow inspections, or (ii) assign its obligations to a 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.

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

42. Within thirty (30) days of entry of this Consent Decree, and for its duration, Defendants shall maintain, and provide to the United States upon request, the following information and statements regarding all covered multifamily dwellings owned, developed, built, designed, constructed and/or engineered, in whole or in part, on or following the Effective Date, by any one of them or by any entities in which any of them have a position as an officer, director, member, or manager, or have a ten-percent (10%) or larger ownership share,:

- the name and address of the covered multifamily dwelling project;
- a description of the covered multifamily dwelling project and the individual units;
- architectural and engineering plans in the Defendants' custody or control for each covered multifamily dwelling project;
- the name, address, and telephone number of any civil engineering entities (*e.g.*, firms), as well as any lead civil engineer employed by a Defendant, involved with the covered multifamily dwelling project; and

- the name, address and telephone number of any architecture firm, as well as any supervising architect employed or retained by any Defendant, involved with the covered multifamily dwelling project.

43. For the duration of this Consent Decree, Defendants shall maintain, and provide to the United States upon request, the following information and statements regarding any covered multifamily dwellings developed, built, designed, and/or engineered after the Effective Date of this Consent Decree, 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 covered multifamily dwelling project;
- a description of the covered multifamily dwelling project and the individual units;
- the name, address, and telephone number of any civil engineering entities (*e.g.*, firms), as well as any lead civil engineer employed by a Defendant, involved with the covered multifamily dwelling project;
- a statement from a supervising civil engineer employed by the any civil engineering entities identified above, as well as from any lead civil engineer employed by a Defendant, acknowledging his/her knowledge of and training in the requirements of the FHA and in the field of accessible site design, certifying that he/she has reviewed the engineering documents for the covered multifamily dwelling project and that the design specifications therein fully comply with the requirements of the FHA, and stating any Standard specified in paragraph 16 with which the design specifications comply;

- the name, address and telephone number of any architecture firm, as well as any supervising architect employed or retained by any Defendant, involved with the covered multifamily dwelling project;
- a statement from a supervising architect employed by any architecture firm identified above, as well as from any supervising architect identified above, acknowledging his/her knowledge of and training in the requirements of the FHA and the Guidelines, and in the field of accessible site design, certifying that he/she has reviewed the architectural plans for the covered multifamily dwelling project and that the design specifications therein fully comply with the requirements of the FHA, and stating any Standard specified in paragraph 16 with which the design specifications comply.

44. If the engineering documents or architectural plans referred to in paragraphs 42 and 43 above are revised, and the revisions could have any impact on whether the dwellings or complex complies with the FHA and/or a Standard specified in paragraph 16, Defendants 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 Defendant and are involved with the covered multifamily dwelling project, as applicable, that all specifications in the revised engineering documents or architectural plans, as pertinent, comply with the requirements of the FHA, and stating any Standard specified in paragraph 16 with which the design specifications comply.

45. If the Architect Defendant prepares any architectural or site plans, drawing, or blueprints for covered multi-family housing, as defined in the FHA, it shall include on such

plans, drawing, or blueprints a statement that such comply with the FHA, and the Architect Defendant shall maintain and provide such plans, drawing, or blueprints to the United States upon request.

46. After the Effective Date, Defendants shall design and/or construct covered multifamily dwellings in full compliance with the Accessible Design Requirements, one of the Standards listed in paragraph 16, the Americans with Disabilities Act, and the Americans with Disabilities Act Accessibility Standards. During the term of this Consent Decree, upon reasonable notice, the United States will be permitted full access to such properties of the Developer Defendants to inspect for compliance with such standards, rules, and laws.

47. Nothing in this Consent Decree, including paragraph 1, shall be construed to impose any liability or obligation on Defendants, other than the liabilities and obligations set forth in this Consent Decree with respect to Avalon Chrystie Place and the Additional Properties, for either (i) the design or construction of any property completely designed and constructed prior to the Effective Date, or (ii) the design or construction of any property purchased by a Defendant to the extent design and construction was completed prior to such purchase.

#### **VII. THE SETTLEMENT FUND**

48. Within thirty (30) days of the Effective Date of this Consent Decree, Defendants shall deposit in an interest-bearing account the total sum of TWO MILLION FORTY-FIVE THOUSAND AND SIX HUNDRED DOLLARS (\$2,045,600.00) (the "Principal Amount") for the purpose of compensating any Aggrieved Persons who may have suffered as a result of Defendants' allegedly discriminatory housing practices regarding Avalon Chrystie Place and the Additional Properties. The Principal Amount plus any accrued interest shall be referred to as the

“Settlement Fund.” Neither the establishment of the Settlement Fund nor the distribution of money pursuant to this Part of the Consent Decree (*i.e.*, Part VII) shall be construed as an admission of liability by any person or entity.

49. Within forty-five (45) days of the Effective Date of this Consent Decree, Defendants shall publish the Notice to Potential Housing Discrimination Claimants (“Notice”) at Appendix J informing readers of the availability of compensatory funds. The Notice shall be no smaller than three (3) columns by six (6) inches and shall be published on three (3) 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 twenty-one (21) days, and at least two (2) of the publication dates shall be on a Sunday. Within ten (10) days of each publication date, the Defendants shall provide the newspapers containing the Notice to the United States.

50. Within forty-five (45) days of the Effective Date of this Consent Decree, the Avalon Defendant shall place, and maintain for six months following the Effective Date, on [www.avaloncommunities.com/avaloncore/nfloor.asp?comm=178](http://www.avaloncommunities.com/avaloncore/nfloor.asp?comm=178), and each similar URL for each Additional Property, a link to an electronic version of the Notice in an Adobe Acrobat Portable Document Format (“PDF”). The link should state “Notice to Potential Housing Discrimination Claimants” and should appear not lower than the bottom of the box stating “Community Photos,” in a red font, in a font size no smaller than the font size for any of the terms “Floorplans & Availability,” “Features,” “Avalon Advantage,” “Neighborhood,” and “Email,” as they appeared as of August 4, 2010.



51. Within forty-five (45) days of the entry of the Effective Date of this Consent Decree, Defendants shall send a copy of the Notice to each of the following organizations: Fair Housing Justice Center, 5 Hanover Square, 17th Floor, New York, New York 10004; and United Spinal Association, 75-20 Astoria Blvd., Jackson Heights, New York 11370.

52. Within thirty (30) days of the Effective Date of this Consent Decree, the Developer Defendants shall send, by first-class mail, postage pre-paid, a copy of the Notice to each past or present resident at Avalon Chrystie Place and each of the Additional Properties. For past residents, the Developer Defendants will have complied with the requirements of this paragraph by mailing such notice to the forwarding address provided by the former resident at the time the former resident moved out of Avalon Chrystie Place or an Additional Property. Within sixty (60) days of the Effective Date of this Consent Decree, the Developer Defendants shall provide the United States with proof that the Notices required by this paragraph have been sent.

53. The United States may make its own efforts to locate and provide notice to potential Aggrieved Persons. In addition, the Developer Defendants shall permit the United States, upon reasonable notice, to review any non-privileged records that may reasonably facilitate its determinations regarding the claims of potential Aggrieved Persons.

54. Alleged Aggrieved Persons shall have six (6) months from the Effective Date of this Consent Decree to contact the United States to present a claim for compensation.

55. The United States shall investigate the claims of allegedly Aggrieved Persons and, within one year of the Effective Date of this Consent Decree, shall make a preliminary determination as to which persons, if any, should participate in the Settlement Fund, and an

appropriate amount that should be paid to each such person out of the Settlement Fund. The United States will inform the Defendants in writing of its preliminary determinations, together with a copy of a sworn declaration from each Aggrieved Person setting forth the factual basis of his or her claim.

56. If Defendants dispute the United States' preliminary determination as to a proposed payment to an Aggrieved Person, Defendants shall, within thirty (30) days of receiving notice of a preliminary 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 individual's claim. The United States shall give due consideration to any objections it receives from Defendants and shall submit, within thirty (30) days following its receipt of any objection, its reconsidered determination (a "Reconsidered Determination") to Defendants, in writing, setting forth the Aggrieved Person and the amount that the Aggrieved Person should receive from the Settlement Fund. If Defendants dispute the Reconsidered Determination, Defendants shall submit an objection within fourteen (14) days of receiving the Reconsidered Determination, and the Government shall submit to the Court for final determination.

57. Defendants shall, no later than thirty (30) days after receiving a Determination to which no objection has been made, fourteen (14) days after receiving a Reconsidered Determination to which no objection has been made, or ten (10) days after any final resolution by the Court, whichever is earliest, deliver to the United States a check(s) payable to Aggrieved Persons in the amounts provided in such Determinations or by the Court, as appropriate. In no event shall the aggregate of all such checks exceed the amount of the Settlement Fund. No

Aggrieved Person shall be paid until he/she has executed and delivered to the United States the release in the form of Appendix K, and provided Defendants with a copy of the executed release.

58. In the event that less than the total amount in the Settlement Fund is distributed to Aggrieved Persons, the remainder of the funds in the Settlement Fund shall be returned to the Defendants at the direction of the Avalon Defendant within thirty (30) days of the United States receiving the final check which the Defendants are obligated to provide under paragraph 57.

#### **VIII. CIVIL PENALTY**

59. Within thirty (30) days of the date of the entry of this Consent Decree, Defendants shall pay a civil penalty of NINETY THOUSAND DOLLARS (\$90,000.00) pursuant to 42 U.S.C. § 3614(d)(1)(C) to vindicate the public interest. Said sum shall be paid to the United States by an electronic funds transfer pursuant to wiring instructions to be provided by the United States.

#### **IX. ESTABLISHMENT OF ACCESSIBILITY PROJECT FUND**

60. The Developer Defendants shall establish an Accessibility Project Fund in the amount of SEVENTY TWO THOUSAND DOLLARS (\$72,000) that shall be used prior to the termination of this Consent Decree exclusively for the cost of replacing refrigerators with low profile refrigerators in accordance with Appendix E to this Consent Decree. The Developer Defendants may use the Accessibility Project Fund to purchase low profile refrigerators in advance of any demand. Three months before the termination date of this Consent Decree, the Developer Defendants shall present a full and accurate accounting of the Accessibility Project Fund. The aggregate expenditures shall be subtracted from the Fund total of SEVENTY TWO THOUSAND DOLLARS (\$72,000), and the Developer Defendants shall, within 30 days of the

accounting, pay the difference to the United States by an electronic funds transfer pursuant to wiring instructions to be provided by the United States.

#### X. EDUCATIONAL PROGRAM

61. Within thirty (30) days of the Effective Date of this Consent Decree, each Defendant shall provide a copy of this Consent Decree to all their current employees involved in the design or construction of Avalon Chrystie Place, as well as to all other entities (*e.g.*, firms) that were involved in the design or construction of Avalon Chrystie Place as the Defendant's agent, and each Defendant shall secure the signed statement from each such current employee or other entity acknowledging that he, she, or it 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 Appendix L.<sup>3</sup>

62. During the term of this Consent Decree, any new supervisor of a Defendant, as well as any new entities (*e.g.*, firms), that will be involved in the design or construction of covered multifamily dwellings shall, within thirty (30) days after the date he, she, or it commences an agency or employment relationship with any Defendant, be given a copy of this Consent Decree by such Defendant, and such Defendant shall require each such new supervisor or entity sign a statement, acknowledging that he, she, or it 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 Appendix L.

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<sup>3</sup> Electronic signatures will satisfy the requirements of this part of the Consent Decree (*i.e.*, Part X) regarding educational provisions.

63. Within thirty (30) days of the entry of this Consent Decree, each Developer Defendant shall provide a copy of this Consent Decree to all their agents and employees involved in rental of units at Avalon Chrystie Place, and/or the provision of services to residents at Avalon Chrystie Place, and secure the signed statement from each agent or 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 Appendix M.

64. During the term of this Consent Decree any new agent or supervisor of a Defendant who will be involved in the renting of units at Avalon Chrystie Place, and/or the provision of services to residents at Avalon Chrystie Place shall, within thirty (30) days after the date he or she commences an agency or employment relationship with any Defendant, be given a copy of this Consent Decree by such Defendant, and such Defendant shall require each such new agent or 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 Appendix M.

65. In lieu of providing entities, agents, supervisors, or employees with copies of the Consent Decree as required in paragraphs 61 through 64, a Defendant may provide entities, agents, supervisors, or employees with a summary of the Consent Decree, designed to provide personnel with information relevant to their positions. A Defendant may only provide such summaries in lieu of copies of the Consent Decree with the United States' advance written approval of the form and content of any proposed summary.

66. Each Defendant shall also ensure that they and their employees, as well as any entities (*e.g.*, firms) acting as Defendant's agent, who have direct management duties for the design and/or construction of covered multifamily dwellings have a copy of, and personally have reviewed, the Guidelines, 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). Defendants and all current employees and agents whose duties, in whole or in part, involve the management, sale and/or rental of Avalon Chrystie Place and/or any of the Additional Properties shall be informed of those portions of the Fair Housing Act that relate to accessibility requirements and reasonable accommodation and modification requirements.

67. Defendants shall, no later than sixty (60) days after the Effective Date of this Consent Decree, propose training programs in accordance with this paragraph by providing the United States with the name(s), address(es), and telephone number(s) of the proposed trainer(s) and with copies of training outlines and any materials to be distributed by the trainers. The training shall be conducted by a qualified third-party individual (a "Qualified Trainer"), not associated with any Defendant or its counsel, and approved by the United States; and any expenses associated with this training shall be borne by Defendants. For purposes of this Consent Decree, the Equal Rights Center is a Qualified Trainer. Within ninety (90) days of the United States' approval of a training program, unless they have already had similar training within the last four years that is retroactively approved by the United States, Defendants and all employees whose duties, in whole or in part, involve or will involve direct management over the development, design and/or construction of covered multifamily dwellings shall undergo training

on the design and construction requirements of the Fair Housing Act, and Defendants and all employees and agents whose duties, in whole or in part, involve or will involve direct management of the rental of units (*e.g.*, leasing consultants) at covered multifamily dwellings shall undergo training on the anti-discrimination, reasonable accommodation, and general accessibility requirements of the Fair Housing Act. The training may be conducted through an online training program approved by a Qualified Trainer and by the United States, before or after the Effective Date of this Consent Decree. Defendants shall provide to the United States, thirty (30) days after the training, certifications executed by all Defendants and covered employees and agents required to complete the training under this paragraph confirming their attendance, in a form substantially equivalent to Appendix N, as modified to reflect the required training received.

#### **XI. NOTICE OF DEFENDANTS' NON-DISCRIMINATION POLICY**

68. Within ten (10) days of the Effective Date of this Consent Decree, the Developer Defendants shall post and prominently display in the sales or rental office of all covered multifamily dwellings owned or operated by them a sign no smaller than 10 by 14 inches indicating that all dwelling units are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

69. For the duration of this Consent Decree, in all future advertising in newspapers and electronic media, and on future pamphlets, brochures and other promotional literature regarding Avalon Chrystie Place, any of the Additional Properties, or any new covered multifamily dwellings that any Developer Defendant may design or construct after the Effective Date of this Consent Decree, the Developer Defendant shall place, in a conspicuous location,

including the back cover of a printed publication, a statement that the dwelling units include features for persons with disabilities required by the federal Fair Housing Act. The requirements of this paragraph apply only to advertising created by or at the direction of the Developer Defendants after the Effective Date of this Consent Decree.

## **XII. NOTIFICATION AND DOCUMENT RETENTION REQUIREMENTS**

70. One hundred and eighty (180) days after the date of Effective Date of this Consent Decree, Defendants shall submit to the United States an initial report regarding the signed statements of Defendants' employees and agents who have completed the training program specified in paragraph 67 of this Consent Decree. Thereafter, during the term of this Consent Decree, Defendants shall, on the anniversary of the Effective Date of this Consent Decree, submit to the United States a report containing the signed statements of new employees and agents that, in accordance with paragraphs 60 through 65 of this Consent Decree, they have received and read the Consent Decree or an approved Consent Decree summary, and had an opportunity to have questions about the Consent Decree or summary answered, except that the last report shall be due sixty (60) days prior to the anniversary.

71. For the duration of this Consent Decree, Defendants shall advise the United States in writing within fifteen (15) days of receipt of any written administrative or judicial fair housing complaint regarding Avalon Chrystie Place or any of the Additional Properties, or against any employees or agents of Defendants working at or for any such property, regarding discrimination on the basis of disability in housing. Upon reasonable notice, Defendants shall also provide the United States all information it may reasonably request concerning any such written complaint.



Defendants shall also advise counsel for the United States, in writing, within fifteen (15) days of the resolution of any complaint.

72. For the term of this Consent Decree, Defendants are required to preserve all records related to the application of this Consent Decree. Upon reasonable notice to Defendants, representatives of the United States shall be permitted to inspect and copy any such records of Defendants or inspect any developments or residential units under Defendants' control 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 Defendants from such inspections, and that this paragraph does not constitute a waiver of any privileges that may protect information within such records from disclosure.

### **XIII. LOW-INCOME HOUSING TAX CREDIT PROGRAM COMPLIANCE**

73. With respect to low-income housing tax credits, Defendants understand that, in the event that a Defendant fails to comply with any of the terms of this Consent Decree and the United States obtains an order establishing such noncompliance in accordance with paragraph 80 herein, the United States may take action as to that non-complying Defendant, including but not limited to notifying the appropriate state housing finance agency of the noncompliance with regard to the specific property at issue. See 26 U.S.C. § 42(m)(1)(B)(iii).

### **XIV. RESOLUTION, WAIVER, SCOPE, AND DURATION OF THE CONSENT DECREE, AND TERMINATION OF LEGAL ACTION**

74. The Complaint in this Action is hereby dismissed without prejudice to reinstatement in accordance with the next paragraph.

75. The Complaint in this Action shall be reinstated at any time during the duration of this Consent Decree against any Defendant that the Court determines has failed to perform, in a

timely manner, any act required by this Consent Decree or has otherwise failed to act in conformance with any provision of this Consent Decree.

76. This Consent Decree hereby releases Defendants, collectively and individually, and each of their officers, employees, agents, directors, managers, partners, members, shareholders, parents, subsidiaries, affiliates, related parties, successors, and assigns and all other persons acting in concert or participation with them, from claims by the United States regarding alleged failures, as of the Effective Date of this Consent Decree, to design and construct Avalon Chrystie Place and the Additional Properties pursuant to the FHA, including all of the claims alleged in the Action, except for matters referred by the Department of Housing and Urban Development pursuant to 42 U.S.C. § 3612(o). Provided, however, that Defendants are not released from any claims by the United States concerning any covered multifamily dwellings other than Avalon Chrystie Place and the Additional Properties, including any claims regarding previously designed and constructed dwellings and any claims regarding current or future designed and constructed dwellings. Nor are Defendants released from any claims regarding FHA violations at Avalon Chrystie Place or the Additional Properties other than failures to design and construct those properties as of the Effective Date of this Consent Decree as required by the FHA.

77. This Consent Decree shall terminate on September 30, 2014. Upon the termination of the Consent Decree, the Complaint in this Action shall be dismissed with prejudice.

78. 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.

- i. Upon the United States' motion, the Court shall extend the duration of the Consent Decree to the extent necessary for the completion and inspection of any retrofits required under Part II of this Consent Decree, including any retrofits required for any of the Additional Properties. Such an extension, however, shall only extend the duration of those provisions of the Consent Decree pertaining to the completion and inspection of retrofits.
- ii. Otherwise, the Court may extend the duration of the Consent Decree in the interests of justice.

79. By consenting to entry of this Consent Decree, the parties agree that, in the event of any judicial or administrative determination during the term of this Consent Decree that any Defendant has violated the design and construction provisions of the Fair Housing Act, 42 U.S.C. § 3614(f)(3)(C), through conduct occurring after the Effective Date of this Consent Decree, such conduct shall constitute a “subsequent violation” pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii). This paragraph shall not be construed as an admission of any violation of the Fair Housing Act.

80. The United States and the Defendants shall endeavor, in good faith, to resolve informally any differences regarding interpretation of and compliance with this Consent Decree 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 Decree 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 against the particular Defendant(s) responsible for such failure, 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.

#### **XV. TIME FOR PERFORMANCE**

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

#### **XVI. COSTS OF LITIGATION**

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

#### **XVII. EFFECTIVE DATE**

83. The Effective Date of this Consent Decree shall be the date on which the Court approves this Consent Decree with the signature of the District Judge below.


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

*For the United States:*

THOMAS E. PEREZ  
Assistant Attorney General  
Civil Rights Division

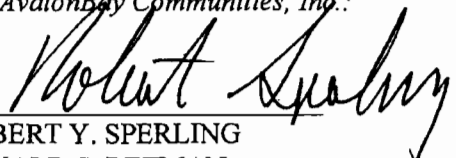
PREET BHARARA  
United States Attorney

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*For Defendants CVP I, LLC, Downtown Manhattan Residential, LLC, Chrystie Venture Partners, LLC, and AvalonBay Communities, Inc.:*

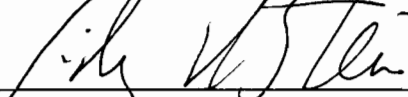
By:

  
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*For Defendant SLCE Architects LLP:*

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CAlbanese@milbermarkis.com

SO ORDERED this 15<sup>th</sup> day of October, 2010.

  
HON. SIDNEY H. STEIN  
UNITED STATES DISTRICT COURT JUDGE

