

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Plaintiff,

-against-

ATLANTIC DEVELOPMENT GROUP, LLC;
COSTAS KONDYLLIS AND PARTNERS, LLP,

Defendants,

SENIOR LIVING OPTIONS, INC.,

Relief Defendant.

No. 17 Civ. 332 (LJL) (RWL)

UNITED STATES OF AMERICA,

Plaintiff,

-against-

ATLANTIC DEVELOPMENT GROUP, LLC and
PETER FINE,

Defendants.

No. 19 Civ. 9551 (LJL) (RWL)

**STIPULATED SETTLEMENT
AGREEMENT AND ORDER**

This Stipulated Settlement Agreement and Order (the “Settlement Agreement”) is entered into by plaintiff the United States of America (the “United States”) with defendant Atlantic Development Group, LLC (“Atlantic” and, together with the United States, the “Settling Parties”);

WHEREAS, Atlantic was the developer of an apartment building located at 33 West End Avenue in Manhattan (“33 West End”) and had a role in the development of the 70 apartment buildings located in New York City identified in Appendix C (the “Additional Properties” and, together with 33 West End, the “Properties”);

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. Specifically, the United States’ Complaint alleges that Atlantic has violated the Fair Housing Act by failing to design and construct 33 West End with the features of accessible and adaptive design and construction required by the FHA, *see* 42 U.S.C. § 3604(f)(3)(C);

WHEREAS, Atlantic filed an answer denying the United States’ allegations and asserts that the Properties are accessible and usable to persons with disabilities in full compliance with accessible design requirements;

WHEREAS, the Settling Parties agree that this Court has jurisdiction over the subject matter of this case, and further agree that, to avoid protracted and costly litigation, this controversy should be resolved without further proceedings and without an evidentiary hearing or a trial;

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, the Properties are each subject to the FHA’s Accessible Design Requirements, 42 U.S.C. § 3604(f)(3)(c);

WHEREAS, 33 West End consists of a tower with elevator access and contains 331 dwelling units and public and common use areas including a leasing office, laundry facilities, a fitness center, a tenant lounge, a mail room, trash rooms, and a storage area for residents;

WHEREAS, the United States inspected 33 West End on February 15-16, 2012, and specifically identified certain conditions (itemized in the United States’ Complaint) at 33 West End that the United States alleges fail to meet the Accessible Design Requirements;

WHEREAS, Atlantic represents that it has the ability, with the consent of residents, to access 33 West End Avenue to make the retrofits described in this Settlement Agreement to the common areas and apartments including any units owned by Senior Living Options, if any;

WHEREAS, Atlantic agrees to make modifications to Properties as set forth herein and in the attached appendices;

It is hereby AGREED, by and between the parties:

I. Compliance with the FHA

1. Atlantic and each of its officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with it, agree that they will not discriminate on the basis of disability as prohibited by the FHA, 42 U.S.C. § 3604.

II. Retrofits

2. The United States alleges that the Properties were not designed or constructed in accordance with the FHA or the Fair Housing Accessibility Guidelines, Design Guidelines for

Accessible/Adaptable Dwellings, 56 Fed. Reg. 9,472 (Mar. 6, 1991) (the “Guidelines”). Without admitting that the Guidelines establish the governing legal standard, Atlantic agrees to make the modifications set forth below.

A. Modifications to the Public and Common Use Areas

3. Atlantic acknowledges that some features in the public and common use areas of the Properties differ from the specifications in the FHA Guidelines. Without admitting that the Guidelines establish the governing legal standard, Atlantic agrees to modify the public and common use areas of 33 West End and the Additional Properties as follows:

i. 33 West End

4. As soon as reasonably possible, but no later than 18 months from the entry of this Settlement Agreement, Atlantic shall finish the retrofits listed in Appendix A at 33 West End, including those units owned by Senior Living Options, if any. Atlantic shall make reasonable efforts to minimize inconvenience to residents in making such retrofits.

5. Within 45 days of the entry of this Settlement Agreement, Atlantic shall provide written notices to all residents at 33 West End, stating that the retrofits required by this Settlement Agreement will be performed to the public and common use areas. Such notices shall conform to Appendix E and may be delivered electronically or in hard copy.

ii. Additional Properties

6. Atlantic has retained certified design professionals associated with United Spinal Association, with expertise regarding the FHA and the Accessible Design Requirements (the “Surveyors”), to survey the public and common use areas of each of the Additional Properties to determine what actions, if any, must be taken to bring those areas into compliance with the accessibility requirements of the FHA. For purposes of conducting surveys and reporting survey results as required by this Section, the Surveyors shall measure and report compliance with the

FHA by reference to one of the following standards (each a “Safe Harbor”), where such single Safe Harbor has been used in its entirety: (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. Atlantic shall select a single Safe Harbor that shall be applied by the Surveyors throughout each of the Additional Properties; the Safe Harbor selected may be different for each Additional Property.

7. The Surveyors shall physically inspect all common and public use areas within the Additional Properties. For each Additional Property, the Surveyors will provide to Atlantic a detailed written report (“Common Area Report”) setting out the scope and methodology of the survey and including details and photographic documentation regarding any features that do not comply with the selected Safe Harbor and recommendations for retrofitting the same to meet the Safe Harbor (permitting comparable deviations or tolerances as those agreed in Appendix A). Atlantic shall maintain these reports throughout the term of the Settlement Agreement and make them available to the United States at its request.

8. After receipt of a Common Area Report, Atlantic shall make all modifications or retrofits necessary to bring the common and public use areas in that Property into compliance with the selected Safe Harbor (allowing comparable deviations or tolerances as those agreed in Appendix A). Atlantic shall complete this work as soon as reasonably possible, but by no later than (a) two years from the entry of this Settlement Agreement, for at least 35 of the Additional Properties, and (b) four years from the entry of this Settlement Agreement, for all remaining Additional Properties. Atlantic shall make reasonable efforts to minimize inconvenience to residents of the Additional Properties in making such retrofits.

9. At least 30 days prior to beginning modifications or retrofits in the common and public use areas of an Additional Property, Atlantic shall provide written notices to all residents of that Property, identifying the retrofits to be performed pursuant to this Settlement Agreement. Such notices shall contain the substance of Appendix E (with conforming changes made to reflect the address and/or name of the pertinent Additional Property), and may be delivered electronically or in hard copy.

B. Modifications to Dwelling Unit Interiors

10. Atlantic acknowledges that some features of dwelling unit interiors of the Properties differ from the specifications in the FHA Guidelines. Without admitting that the Guidelines establish the governing legal standard, Atlantic agrees to modify certain of the dwelling unit interiors of 33 West End and the Additional Properties by taking the actions described herein and in Appendices B and D, respectively.

11. As soon as reasonably possible, but no later than the end of the term of this Settlement Agreement, Atlantic shall finish the retrofits listed in Appendix B at 33 West End, including in those units owned by Senior Living Options, if any, and the retrofits listed in Appendix D at the Additional Properties. Both Appendix B and Appendix D include some retrofits that are to be made in all units (subject to resident consent as set forth in Paragraph 17) (the “Universal Retrofits”) and some retrofits that are to be made in a subset of units (the “Limited Retrofits”). Atlantic shall have discretion to determine which properties the Limited Retrofits will be made in, so long as it completes the total number of each Limited Retrofit set forth in Appendix D across the Additional Properties.¹ Atlantic shall make reasonable efforts to minimize inconvenience to residents in making such retrofits.

¹ If a resident requests a Limited Retrofit, Atlantic will prioritize that request in determining in

12. No later than six months from the entry of this Settlement Agreement, Atlantic shall initially send a written notice in the form of Appendix F (with conforming changes made to reflect the address and/or name of the pertinent Additional Property) to each individual dwelling unit that is subject to being retrofitted at the Properties. The notice may be delivered electronically or in hard copy. During the term of the Settlement Agreement, Atlantic shall provide prospective or new residents² with the written notice in the form of Appendix F, as applicable.

13. Atlantic shall certify to the United States in writing that the notices required by Paragraphs 5 and 12 have been distributed and shall specify the manner in which they were distributed, within 30 days after such distribution. Such certification shall include the names of the Additional Properties where the notices were distributed.

C. Annual Retrofit Reports

14. Each year, within 15 days of the anniversary of the entry of this Settlement Agreement, Atlantic shall submit a report (a “Retrofit Report”) to the United States setting forth (a) for each Additional Property, the status of the common and public use area retrofits; (b) for each retrofit required in Appendices B or D, the number of units Atlantic has retrofit to date and the number of units that remain to be retrofit; and (c) summary data concerning Atlantic’s efforts to gain access to units to execute retrofits. Each Retrofit Report shall include a certification to the accuracy of its contents. Atlantic, may, at its discretion, submit a retrofit plan (a “Retrofit Plan”)

which the Limited Retrofits will be made. If the number of requests for Limited Retrofits from residents exceed the agreed-upon number of Limited Retrofits set forth in Appendix B and Appendix D, the requests will be treated as requests for reasonable modification pursuant to 42 U.S.C. § 3604(f)(3)(A) and Section 504 of the Rehabilitation Act, 29 U.S.C. § 701.

² For purposes of this Settlement Agreement, “prospective resident” shall mean any individual who has taken a tour of a unit and/or applied to lease a unit, but has not yet signed a lease, and as to which Atlantic has contact information.

setting forth how Atlantic expects to complete the Limited Retrofits in some units at the Additional Properties (as set forth in Appendix D).

III. Per Diem for Displacement

15. In the event that a resident of a unit within the Properties that is scheduled to undergo a modification is dislocated from his or her unit for more than a 14-hour consecutive period, Atlantic shall provide a furnished unit, accommodations at a local hotel, or 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 – click on “per diem rates” under travel) for each day or half-day of undue inconvenience or hardship. It is within Atlantic’s sole discretion which accommodation for displacement (set forth above) shall be provided. To the extent such dislocation is anticipated prior to commencing the retrofit work, 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. In the event such dislocation is not anticipated prior to the commencement of the retrofit work, such payment shall be made within three (3) business days of the first date of a dislocation exceeding 14 hours.

IV. No Adverse Action

16. Neither present nor future residents of the Properties may be charged any additional rent, deposit, fee, or other consideration for the units in which retrofits are or may be implemented because of completed, contemplated, or possible retrofits required under this Settlement Agreement. Atlantic shall take no adverse action against any present or future resident of the Properties because such person requests to have his or her apartment, or prospective apartment, modified in accordance with this Settlement Agreement. Nothing in this Paragraph, however, shall restrict or impede Atlantic’s rights to continue, in a non-discriminatory manner, to lawfully establish and raise rents 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 Settlement Agreement) done at or about the same time as retrofits required under this Settlement Agreement. Nothing in this Settlement Agreement shall be construed as constituting a diminution in services provided at the Properties.

V. Impediments to Performance

17. With respect to any Universal Retrofits listed in Appendix B or Appendix D, Atlantic shall exercise best efforts to complete the Universal Retrofits. Best efforts must include the following:

(a) *Initial Contact*: Atlantic will contact a unit's tenant by written notice by U.S. mail or hand-delivered letter (using the form of Appendix F). If a response is received indicating that a resident is electing to have the retrofits made, Atlantic will proceed to Subparagraph (c). If a response is received that a resident is declining the retrofits, Atlantic is not required to further contact the tenant, and the Universal Retrofits do not need to be made in that unit.

(b) *Additional Contact*. If a tenant does not respond to the initial contact, Atlantic will (i) attempt to make contact at least 15 days after the initial contact by U.S. mail or hand-delivered letter and (ii) on at least one occasion attempt to contact the tenant in person, outside of working hours (before 9 a.m. or after 6 p.m. on weekdays). If a response is received indicating that a resident is electing to have the retrofits made, Atlantic will proceed to Subparagraph (c). If a response is received that a resident is declining the retrofits, Atlantic is not required to further contact the tenant, and the Universal Retrofits do not need to be made in that unit. If no response is received, Atlantic will proceed to subparagraph (d).

(c) *Scheduling.* If the tenant has accepted the retrofits after being contacted as set forth in Subparagraphs (a) and (b) above, Atlantic will make reasonable efforts to schedule the completion of the retrofit around the tenant's schedule, including by offering to complete the work on either a weeknight or weekend, if it is practical to do so. If a tenant misses the first scheduled appointment to complete the work, Atlantic will attempt to reschedule the work at least once within 15 days. After these two attempts are completed, Atlantic has no further obligation to attempt to contact the tenant.

(d) *Documentation.* Atlantic will provide the United States a list of tenants that have failed to respond to the contacts made pursuant to Paragraph 17(a)(i) and/or (ii), failed to keep scheduled appointments, failed to reschedule a missed appointment pursuant to Paragraph 17(c), or have declined the Universal Retrofits ("No Access Notice") and any written responses to the notice letter described in Paragraph 17(a). The list will be provided at least every 60 days and shall include the tenant's name, address, and any available contact information, along with a sworn statement from Atlantic's staff that efforts were made to reach the tenant to access the unit (as set forth in Paragraph 17(a), (b), and (c)).

(e) *Follow-Up With Tenants Not Allowing Access.* For tenants who have failed to respond to the contacts made pursuant to Paragraph 17(a)(i) and/or (ii), failed to keep scheduled appointments, failed to reschedule a missed appointment pursuant to Paragraph 17(c), the United States may contact the tenants within 15 days of receipt of the No Access Notice to determine whether they will provide access and consent to the retrofits. If the United States does not advise Atlantic within 15 days of receipt of a No Access Notice that a tenant will consent to the retrofits, Atlantic shall be excused, for purposes of this Settlement Agreement, of its obligation to complete that retrofit in that unit. Conversely, if the United

States advises Atlantic within 15 days of the receipt of a No Access Notice that a tenant will provide access and consent to the retrofits, Atlantic will work with the tenant to schedule a time to access the unit to make the retrofits within 30 days. If access is then not granted or an appointment is missed Atlantic shall have no further obligation to make the Universal Retrofits in that unit.

(f) *No Further Obligations.* Once these efforts are made, Atlantic shall have no further obligation with regards to the Universal Retrofits for this unit, except that if a resident later requests a Universal Retrofit set forth on Appendix B or Appendix D during the term of the Settlement Agreement, Atlantic shall make the retrofit.

18. With respect to the Limited Retrofits, Atlantic will make the retrofits for all units it can access during the term of the Settlement Agreement and in all units that are vacated during the term of the Settlement Agreement (up to the agreed-upon number of retrofits in Appendix B or Appendix D). If the Limited Retrofits are not made within the term of the Settlement Agreement, then Atlantic shall have an additional three months from the termination date of this Settlement Agreement to complete any remaining Limited Retrofits, but the other provisions in this Settlement Agreement shall not be extended.

19. Nothing herein shall be construed as requiring Atlantic to bring a lawsuit against a resident who refuses to allow Atlantic to perform a retrofit to that resident's unit.

VI. Neutral Inspector

20. Atlantic shall enter into a contract with a neutral inspector (the "Inspector"), subject to consent of the United States,³ to conduct on-site inspections of all retrofits performed under this Settlement Agreement to determine whether (a) modifications have been made in compliance with

³ Atlantic has advised that it intends to contract with United Spinal Association to serve as Inspector; the United States consents to that selection.

the specifications in Appendices A and B at 33 West End and, with respect to the individual dwelling units at the Additional Properties, Appendix D (to the extent they are not excused under Paragraph 17) and (b) the common and public use areas in the Additional Properties are compliant with the Safe Harbor selected pursuant to Paragraph 6. The Inspector shall have expertise in the design and construction requirements of the FHA.

21. The Inspector may, upon request of Atlantic, review and comment upon the sufficiency of all proposed retrofits in writing in advance of any retrofit by Atlantic, but such review and comment shall be completed no later than 30 days after the request.

22. An inspection of each Property's common and public use areas shall take place within 60 days of the completion of the common and public use area retrofits, or as soon thereafter as practicable. An inspection of the Universal Retrofits shall be made by an inspection of up to 10% of the units in each Property, which inspection shall take place upon the substantial completion of the Universal Retrofits at a Property (unless otherwise excused subject to Paragraph 17). An inspection of the Limited Retrofits shall take place as soon as practical upon completion of the Limited Retrofits in the dwelling unit.⁴ Representatives of the United States shall be given 7 days' notice of any inspection and shall be permitted to attend an inspection, but no inspection shall be required to be rescheduled based on the availability or unavailability of the representatives of the United States. At least quarterly, the Inspector shall issue a report setting forth the retrofits inspected by Property and Unit, whether the retrofits were completed in accordance with Appendix D or not (or excused in accordance with Paragraph 17) and, with respect to common and public

⁴ If Atlantic makes an effort to access a unit for purposes of an inspection and cannot do so, no inspection of that Limited Retrofit is required. In that instance, the retrofit shall be considered completed and counted towards the agreed-upon number of retrofits in Appendix D.

use areas, identify any features that are not compliant with the Safe Harbor selected pursuant to Paragraph 6. If the retrofits inspected were deficient, the report shall state that. The Inspector shall send the report to Atlantic and the United States.⁵ If the inspection indicates, in the units or common areas inspected, that retrofits were not completed or were completed but deficient, or if that inspection identifies features in a common and public use area in an Additional Property not compliant with the Safe Harbor selected pursuant to Paragraph 6, Atlantic shall correct any deficiencies within 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 or excused in accordance with Paragraph 17. A retrofit is deemed completed under this Settlement Agreement, including for purposes of Section VII, when the Inspector certifies that the feature inspected has been retrofit in accordance with the terms set forth in this Settlement Agreement. Atlantic 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.

23. All inspections referenced in this Section must be scheduled within the term of the Settlement Agreement.

24. If deficiencies are noted in the Inspector's report, Atlantic shall have an obligation to remedy the deficiencies, even if that obligation extends beyond the term of this Settlement Agreement.

⁵ For purposes of this Settlement Agreement, 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, NY 10007. Electronic courtesy copies also shall be delivered to the undersigned Assistant United States Attorneys.

VII. Mortgaging or Refinancing Properties

25. Atlantic may mortgage or refinance any of the Properties. Mortgaging or refinancing a Property does not relieve Atlantic of its obligation to make all common area retrofits and to make best efforts (as defined and limited by Paragraph 17) to make the Universal Retrofits. Atlantic has discretion to fulfill its obligations to perform the Limited Retrofits set forth in Appendix D by making those Limited Retrofits at any of the Properties identified in Appendix C, including those Properties that are not being mortgaged or refinanced, unless a specific retrofit is requested by a tenant.

VIII. Transfer or Sales of Properties

26. The parties agree that the selling or transferring of any of the Properties will not constitute a breach of this Agreement, provided Atlantic complies with the provisions in this Section.

27. Atlantic may sell or transfer its interest in a Property, in an arms' length transaction to an unaffiliated party,⁶ without any further obligation under this Settlement Agreement if:

- a. with respect to West End Avenue, Atlantic has completed the retrofits in Appendix A and B (to the extent performance was not excused as to particular retrofits pursuant to Paragraph 17);⁷
- b. with respect to one or more of the Additional Properties:
 - i. Atlantic has completed, in the Additional Property or Properties to be transferred, all retrofits to (A) common and public use areas and (B) the

⁶ For purposes of this Paragraph, "unaffiliated party" means a party not owned or controlled, directly or indirectly, in whole or in part, by the current Manager of Atlantic.

⁷ 33 West End Avenue has a market rate and senior housing component. For purposes of this Section (and as set forth in Appendix B), those components shall be treated as separate Properties.

Universal Retrofits (to the extent performance was not excused as to particular retrofits pursuant to Paragraph 17);

- ii. Atlantic certifies in writing to the United States that sufficient dwelling units exist in the remaining Additional Properties to accommodate the Limited Retrofits which remain to be performed.

28. Atlantic may also sell or transfer its interest in a Property if it retains all obligations under the Settlement Agreement (except those excused under Paragraph 17) and the transferee consents that Atlantic shall have any access or other rights necessary to perform Atlantic's obligations under the Settlement Agreement as to the transferred Property.

29. Atlantic may also sell or transfer its interest in a Property:

- a. if the transferee is provided a copy of this Settlement Agreement, assumes Atlantic's obligations to complete retrofits at the Property under this Settlement Agreement for the Property being transferred (unless otherwise excused under Paragraph 17) and consents in writing to the jurisdiction of the Court for the limited purposes of this Settlement Agreement; and
- b. if the United States agrees in writing that the transferee has the financial means to complete the retrofit obligations remaining to be performed at the Property being transferred.

30. For purposes of a transfer pursuant to Paragraph 29:

- a. Atlantic shall provide the United States with notice of transfer not later than 30 days prior to the anticipated transfer date, along with sufficient documentation to show that the transferee has sufficient means to complete any outstanding obligations at the Property, as applicable; and

- b. the United States shall promptly, and in no event later than 15 days from the submission of documents, review the submitted documents and advise Atlantic in writing as to whether that the transferee has sufficient means to complete any outstanding obligations at the Property.
- c. If the United States does not agree that the requirements are met, the question shall be submitted to the Court for determination with a joint request from the Parties for an expedited ruling with 7 business days from submission of the initial filing raising the dispute.
- d. If the Court concludes that the submission has sufficient funds to complete the retrofits as set forth in this Paragraph, the Property may be transferred and Atlantic shall be relieved of its obligations under the Settlement Agreement.
- e. If, alternatively, the Court concludes that the submission fails to show that the transferee has sufficient funds to complete the retrofits as set forth in this Paragraph, the Property may still be transferred pursuant to the terms of Paragraph 28.

IX. Non-Discrimination in Other Design and Construction

31. The design and construction of any new Covered Multifamily Dwellings by Atlantic shall be in full compliance with either (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, the Second Circuit, or the United States Supreme Court to incorporate the requirements of the Fair Housing Act (each a “Safe Harbor”).

32. For any new Covered Multifamily Dwelling that Atlantic constructs during the term of this Settlement Agreement, Atlantic shall retain an FHA compliance consultant (the “FHA

Consultant”) to help ensure that the as-constructed features at such properties comply with the FHA’s Accessible Design Requirements. Atlantic shall direct its employees, agents, and/or contractors to seek the FHA Consultant’s advice regarding the selection of appliances (*e.g.*, kitchen and bathroom base cabinets, refrigerators and ranges), cabinets, toilets, doors, thresholds, and lavatories; the effect of deviations from the architects’ plans on the accessibility of conditions at the property; as well as other issues that arise during construction that (in the discretion of the FHA Consultant) affect accessibility. Prior to the completion of construction of each building, Atlantic shall arrange for the FHA Consultant to conduct a visit of the building to identify any construction issues that may result in inaccessible conditions and recommend appropriate solutions.

33. During the term of the Settlement Agreement, the agreement or contract between Atlantic and the FHA Consultant shall specify that the FHA Consultant is being retained pursuant to this Settlement Agreement. Further, within 30 days of retaining the FHA Consultant, Atlantic shall provide a copy of this Settlement Agreement to the FHA Consultant and secure the signed statement from the FHA Consultant acknowledging that he or she has received and read the Settlement Agreement and has had an opportunity to have questions about the Settlement Agreement answered. This statement shall be substantially similar to the form of Appendix I.

34. During the term of this Settlement Agreement, in each year in which Atlantic has a Covered Multifamily Dwelling under construction, Atlantic shall submit, within 15 days of the anniversary of the entry of the Settlement Agreement, a certification to the United States affirming that it has retained an FHA Consultant for each Covered Multifamily Dwelling under construction during that year and specifying each Covered Multifamily Dwelling for which an FHA Consultant was retained by Atlantic to provide advice and the identify (and affiliation, if applicable) of the FHA Consultant.

35. For the term of this Settlement Agreement, Atlantic shall maintain, and provide to the United States upon request, the following information and statements regarding any new multifamily dwellings to be developed, built, designed, and/or engineered 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 or more 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 lead civil engineer involved with the project acknowledging and describing 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 project and that the design specifications therein fully comply with the requirements of the FHA, and stating a Safe Harbor with which the design specifications comply;
- the name, address and telephone number of the architect(s) who are employed or retained by Atlantic and are involved with the project;
- a statement from the lead architect employed or retained by Atlantic and involved with the project, acknowledging and describing 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 project and that the design specifications therein fully comply with the requirements of the FHA, and stating a Safe Harbor with which the design specifications comply.

36. If the engineering documents or architectural plans referred to in Paragraph 35 are revised, and the revisions could have any impact on whether the dwellings or complex complies with the FHA, Atlantic shall obtain, maintain, and provide to the United States upon request, a

statement from the lead engineer or lead architect who are employed or retained by Atlantic 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 FHA, and stating a Safe Harbor with which the design specifications comply.

37. Atlantic shall design and construct all new Covered Multifamily Dwellings in full compliance with a Safe Harbor. During the term of this Settlement Agreement, upon reasonable notice, the United States will be permitted full access to such properties to inspect for compliance with this provision.

X. Payments to Aggrieved Persons

38. Within 30 days of entry of this Settlement Agreement, Atlantic shall deposit in a non-interest-bearing escrow account (opened in Atlantic's name) the sum of six hundred thousand dollars (\$600,000) for the purpose of compensating any aggrieved persons who may have suffered as a result of conditions the United States alleges are inaccessible at the Properties. This deposited money shall be referred to as the "Settlement Fund." In no event will Atlantic be required to contribute more than the sum of \$600,000 to the Settlement Fund. The remainder of Section X describes how the Settlement Fund will be distributed.

39. Within 30 days of entry of this Settlement Agreement, Atlantic shall place on each of its websites for the Properties, if any, a link to an electronic version of a notice containing the substance of the Notice at Appendix G (with conforming changes made to reflect the address and/or name of the pertinent Property) in an Adobe Acrobat Portable Document Format ("PDF"). The link should state "Notice of Settlement Fund for Individuals with Disabilities at [Building Name/Address]," and should appear on the upper half of the website, in a conspicuous font style and color.

40. Within 90 days of the entry of this Settlement Agreement, Atlantic shall send, by first-class mail, postage pre-paid, a copy of the Notice to each identifiable past or present resident of the Properties for the last three years. For past residents, Atlantic 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 the Property, if available. If this information is not available, no notice is required. Within 120 days of entry of this Settlement Agreement, Atlantic shall provide the United States with proof that the Notices have been sent.

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

42. Atlantic shall identify to the United States any past, present, or prospective residents of the Properties who have disabilities or regular guests with disabilities, to the extent that Atlantic, or their employees or agents at the Properties possess the information required to make such identifications.

43. The United States shall investigate the claims of allegedly aggrieved persons and shall, within two years of the entry of this Settlement Agreement, determine which persons are aggrieved and an appropriate amount of damages that should be paid to each such person. Atlantic shall permit the United States, upon reasonable notice, to review any non-privileged records that may reasonably facilitate its investigations to locate allegedly aggrieved persons and make determinations regarding their potential claims. The United States will inform Atlantic 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.

44. If Atlantic disputes the amount of a payment to an aggrieved person, Atlantic shall, within 14 days of receiving notice of a determination from the United States (a "Determination"),

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 Atlantic and shall submit, following any objection, its reconsidered determination (a "Reconsidered Determination") to Atlantic, in writing, setting forth the aggrieved person and the amount that the aggrieved person shall be paid. If Atlantic disputes the Reconsidered Determination, it may—within 30 days after receiving the Reconsidered Determination—file an application with the Court to reinstate this case and request that the Court adjudicate Atlantic's objection to the Reconsidered Determination. In such event, the Court may sustain or overrule the objection.

45. Atlantic shall, no later than 20 days after receiving a Determination to which no objection has been made, or 10 days after receiving a Reconsidered Determination to which no objection has been filed with the Court, or 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 (to be drawn from the escrow account established pursuant to Paragraph 38). In no event shall the aggregate of all such checks exceed \$600,000. No aggrieved person shall be paid until he/she has executed and delivered to the United States the release at Appendix H.

46. No adverse action shall be taken against any person because such person cooperates with the United States in its investigations, makes a claim, or seeks to make a claim under this Settlement Agreement.

47. 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, then, no later than the earlier of (a) when the United States

determines that no further aggrieved persons will be identified, or (b) the expiration of this Settlement Agreement, any remainder in the Settlement Fund shall be paid to the United States Treasury.

XI. Civil Penalties

48. Within 45 days of the entry of this Settlement Agreement, Atlantic shall pay a civil penalty of \$30,000 pursuant to 42 U.S.C. § 3614(d)(1)(C) to vindicate the public interest. Atlantic shall pay said sum by submitting a check made payable to the “United States of America” to the United States.

XII. Educational Program

49. Within 90 days of the entry of this Settlement Agreement, Atlantic shall provide a copy of this Settlement Agreement to all of its current employees involved in the design or construction of the Properties and secure the signed statement from each such current employee acknowledging that he or she has received and read the Settlement Agreement, and has had an opportunity to have questions about the Settlement Agreement answered. This statement shall be substantially similar to the form of Appendix I.

50. During the term of this Settlement Agreement, any new agent or supervisor of Atlantic 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 Atlantic, be given a copy of this Settlement Agreement by Atlantic, and Atlantic shall require each such new employee to sign a statement, acknowledging that he or she has received and read the Settlement Agreement, and has had an opportunity to have questions about the Settlement Agreement answered. This statement shall be substantially similar to the form of Appendix I.

51. Within 90 days of the entry of this Settlement Agreement, Atlantic shall provide a copy of this Settlement Agreement to all its agents and employees involved in rental of units in the Properties, and secure the signed statement from each agent or employee acknowledging that he or she has received and read the Settlement Agreement, and has had an opportunity to have questions about it answered. This statement shall be substantially similar to the form of Appendix I.

52. During the term of this Settlement Agreement any new employee, agent, or supervisor of Atlantic who will be involved in the renting of units at the Properties or the provision of services to residents at the Properties shall, within 90 days after the date he or she commences an agency or employment relationship with Atlantic, be given a copy of this Settlement Agreement by Atlantic, and Atlantic shall require each such new agent or employee to sign a statement, acknowledging that he or she has received and read the Settlement Agreement, and has had an opportunity to have questions about the Settlement Agreement answered. This statement shall be substantially similar to the form of Appendix I.

53. In lieu of providing individuals or entities with copies of the Settlement Agreement as required by the preceding Paragraphs of Section XII, Atlantic may instead provide a summary of the Settlement Agreement with the United States' advance written approval of the form and content of any proposed summary.

54. Atlantic shall also ensure that its employees 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). Atlantic and its 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 FHA that relate to accessibility requirements, reasonable accommodations and reasonable modifications.

55. Within 180 days of the date of entry of this Settlement Agreement, Atlantic agrees that all officers, project managers, and superintendents will undergo training on the design and construction requirements of the FHA. Within 180 days of the date of entry of this Settlement Agreement, Atlantic's employees or agents involved in 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 Defendants or their counsel, and approved by the United States;⁸ and any expenses associated with this training shall be paid by Atlantic. Atlantic 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. Atlantic shall provide to the United States, 30 days after the training, certifications executed by the Atlantic and covered employees confirming their attendance, in a form substantially equivalent to Appendices J and K.

XIII. Notice of Atlantic's Non-Discrimination Policy

56. Within 45 days of entry of this Settlement Agreement, and for the term of this Settlement Agreement, Atlantic shall post and prominently display in the sales or rental offices of the Properties, 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.

⁸ Atlantic had advised it intends to contract with United Spinal Association to conduct such training. The United States approves this selection.

57. For the term of this Settlement Agreement, 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 Atlantic may develop or construct, Atlantic shall place, in a conspicuous location, a statement that the dwelling units include features for persons with disabilities.

58. For the term of this Settlement Agreement, Atlantic shall advise the United States in writing within 30 days of receipt of any written administrative or judicial fair housing complaint regarding any property owned, managed, and/or designed or constructed by them, or, to the extent known, against any employees or agents of Atlantic working at or for any such property, regarding discrimination on the basis of disability in housing. Upon reasonable notice, Atlantic shall also provide the United States all information it may request concerning any such complaint. Atlantic shall also advise counsel for the United States, in writing, within 30 days of the resolution of any complaint.

59. For the term of this Settlement Agreement, Atlantic is required to preserve all records related to this Settlement Agreement for the Properties and any other Covered Multifamily Dwellings designed, constructed, owned, or (for purposes of the requirements pursuant to Sections XII and XIII) acquired by Atlantic during the term of this Settlement Agreement. Upon reasonable notice to Atlantic, and at a date and time agreed to by the Parties, representatives of the United States shall be permitted to inspect and copy any records of Atlantic or inspect any developments or residential units under Atlantic's control bearing on compliance with this Settlement Agreement, provided, however, that the United States shall endeavor to minimize any inconvenience to Atlantic from such inspections. Atlantic shall be permitted to have representatives, including counsel, present at any inspection.

60. To the extent Bolivar Development is involved in the design and construction of multifamily housing projects, it will comply with Sections XI, XII, and XIII of the Settlement Agreement.

XIV. Low-Income Housing Tax Credit Program Compliance

61. Atlantic is hereby notified that, in the event that Atlantic fails to comply with any of the terms of this Settlement Agreement 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).

62. The United States will, within five (5) days of execution of the Settlement Agreement, advise the New York City Department of Housing Preservation and Development, the New York City Housing Development Corporation, New York State Homes and Community Renewal, the New York Regional Office of the U.S. Department of Housing and Urban Development (Region II), Fannie Mae, and any other agency or organization that it previously notified of its allegations in these actions, that this Settlement Agreement has been entered into and has fully resolved all of the claims raised by the United States in these actions. The United States will provide a certification that this notice was sent.

XV. Duration of Settlement Agreement and Termination of Legal Action

63. This Settlement Agreement shall, subject to Paragraph 18, remain in effect for four (4) years following entry of the Settlement Agreement by the Court. The parties agree that in the event Atlantic engages in any future conduct occurring during the term of this Settlement Agreement 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).

64. Within five days of the execution of this Settlement Agreement and before it is filed with the Court or publicized, the United States shall file a joint stipulation of dismissal with prejudice as to all claims brought against Peter Fine and Senior Living Options, Inc. in the above-captioned actions.

65. The Complaint in this action is hereby dismissed as to Atlantic without prejudice to reinstatement in accordance with the next Paragraph.

66. In the event that United States believes that Atlantic has failed to perform, in a timely manner, any act required by this Settlement Agreement or has otherwise failed to act in conformity with any provision of this Settlement Agreement, it shall provide Atlantic notice of the alleged failure. Atlantic shall have 30 days from receipt of the notice to respond to the notice and 90 days from receipt of the notice to cure any alleged failure. If Atlantic fails to respond or fails to cure the alleged failure within these time frames, the United States may move to reinstate the Complaint in this action during the term of this Settlement Agreement. Any delay attributable to the United States shall not be a basis to reinstate the Complaint in this action.

67. The Court shall retain jurisdiction for the duration of this Settlement Agreement to enforce the terms of the Settlement Agreement. The United States or Atlantic may file a motion to enforce the terms of this Settlement Agreement or to extend the duration of the Settlement Agreement. The duration of the Settlement Agreement also may be extended by the mutual written agreement of the United States and Atlantic.

68. The United States and Atlantic shall endeavor, in good faith, to resolve informally any differences regarding interpretation of and compliance with this Settlement Agreement prior to seeking judicial relief. However, in the event of a material breach of this Settlement Agreement, and if the parties are unable to informally resolve such a dispute, any 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 Settlement Agreement to seek enforcement of the terms of this Settlement Agreement 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 Settlement Agreement.

69. Upon the expiration of the Settlement Agreement and all obligations thereunder, the United States shall seek an order dismissing the Complaint with prejudice.

XVI. Time for Performance

70. Any time limits for performance imposed by this Settlement Agreement may be extended by the mutual written agreement of the United States and Atlantic.

XVII. Miscellaneous

71. When any obligation under this Settlement Agreement would come due on a weekend or another day this Court is closed, it will instead come due the next day the Court is open.

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

73. The United States and Atlantic understand and agree that this Settlement Agreement and the appendices 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 Settlement Agreement:

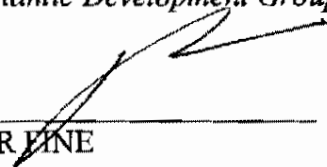
For the United States:

AUDREY STRAUSS
Acting United States Attorney

By:

LI YU
STEVEN KOCHEVAR
JACOB LILLYWHITE
NATASHA WAGLOW TELEANU
Assistant United States Attorneys
86 Chambers Street, 3rd Floor
New York, New York 10007
(212) 637-2734
Li.Yu@usdoj.gov

For Atlantic Development Group LLC:



PETER FINE
Manager
Atlantic Development Group, LLC
450 West 14th Street
8th Floor
New York, New York 10014

SO ORDERED:

HON. LEWIS J. LIMAN
UNITED STATES DISTRICT JUDGE

For the United States:

AUDREY STRAUSS
Acting United States Attorney

By:  _____

LI YU
STEVEN KOCHEVAR
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For Atlantic Development Group LLC:

PETER FINE
Manager
Atlantic Development Group, LLC
450 West 14th Street
8th Floor
New York, New York 10014

SO ORDERED:



HON. LEWIS J. LIMAN
UNITED STATES DISTRICT JUDGE

10/15/2020

APPENDIX A
PUBLIC AND COMMON USE AREAS AT 33 WEST END

As soon as reasonably possible, but no later than 18 months from the entry of this Settlement Agreement, Atlantic shall finish the retrofits identified in this Appendix A.

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 2

BUILDING MAIN ENTRANCE AND LOBBY

| | ELEMENT | CONDITION | AGREED UPON RETROFIT |
|----|---|---------------------------------------|--|
| 1) | Entrance door, left side - threshold | Abrupt level change 3/8" to 1/2" high | Will adjust to flush; or 1/4" high max.; or 1/2" high max. beveled at 1:2 |
| 2) | Door from lobby to laundry/fitness center hallway | Closing speed approximately 2 seconds | Will adjust closing speed to a min. of 3 seconds from 90 degrees open to 12 degrees open |

LEASING OFFICE

| | ELEMENT | CONDITION | AGREED UPON RETROFIT |
|----|----------------|-----------------------|--|
| 3) | Entrance door | Opening force 12 lbs. | Will decrease opening force to 5 lbs. max. |

MEN'S TOILET ROOM

| | ELEMENT | CONDITION | AGREED UPON RETROFIT |
|----|---------------------------|---|---|
| 4) | Entrance door | Closing speed approximately 2 seconds | Will adjust closing speed to a min. of 3 seconds from 90 degrees open to 12 degrees open. |
| 5) | Entrance door - threshold | 1/2" high on hallway side with a 1:1.5 bevel; 7/8" high on toilet room side | Will make flush, or 1/4" high max, or 1/2" high max., with 1:2 bevel |
| 6) | Toilet - grab bars | There are no grab bars present | Will install compliant side and rear grab bars |
| 7) | Sink | No pipe insulation | Will install compliant pipe insulation |
| 8) | Paper towel dispenser | 59" AFF to highest operating control | Will lower paper towel dispenser to 54" max. AFF for side reach; 48" max. AFF for forward reach |

WOMEN'S TOILET ROOM

| | ELEMENT | CONDITION | AGREED UPON RETROFIT |
|-----|---------------------------|---|---|
| 9) | Entrance door | Closing speed approximately 2 seconds | Will adjust closing speed to a min. of 3 seconds from 90 degrees open to 12 degrees open |
| 10) | Entrance door | Opening force 16 lbs. | Will decrease opening force to 5 lbs. max. |
| 11) | Entrance door - threshold | 1/2" high on hallway side with a 1:1.5 bevel; 7/8" high on toilet room side | Will make flush, or 1/4" high max, or 1/2" high max., with 1:2 bevel. |
| 12) | Toilet - grab bars | There are no grab bars present | Will install compliant side and rear grab bars |
| 13) | Sink | No pipe insulation | Will install compliant pipe insulation |
| 14) | Paper towel dispenser | 59 1/2" AFF to highest operating control | Will lower paper towel dispenser to 54" max. AFF for side reach; 48" max. AFF for forward reach |

LOUNGE

| | ELEMENT | CONDITION | AGREED UPON RETROFIT |
|-----|------------------|--|---|
| 15) | Entrance door | Closing speed approximately 2 seconds | Will adjust closing speed to a min. of 3 seconds from 90 degrees open to 12 degrees open |
| 16) | Sink – clearance | Zero toe clearance | Will increase toe clearance to 9" min. AFF under the sink for a depth of at least 19" in from the front of the sink |
| 17) | Sink – height | 34 3/4" AFF | Will lower sink to 34" max. AFF |
| 18) | Microwave oven | 59" AFF to the highest operating control | Will lower microwave to 54" max. AFF for side reach; 48" max. AFF for forward reach |

LAUNDRY ROOM

| | ELEMENT | CONDITION | AGREED UPON RETROFIT |
|-----|----------------|--|--|
| 19) | Dryers | 64 1/2" AFF to highest operating control | Will adjust to 54" max. AFF for side reach; 48" max. AFF for forward reach |
| 20) | Washers | 30" reach depth to controls | Will adjust to 24" max. reach depth |

| | | | |
|-----|--------------------|--|---|
| 21) | Laundry card kiosk | 57 3/4" AFF to highest operating control | Will adjust to 54" max. AFF for side reach; 48" max. AFF for forward reach |
| 22) | Folding table | Height 27" AFF; Knee clearance 24" AFF | Will raise table height to 28" min. to 34" max. AFF and provide for knee clearance 27" min. AFF |
| 23) | Route to sink | 28" wide | Will provide 32" min. clear width where the length of travel does not exceed 24" |
| 24) | Sink | Knee clearance 20" AFF | Will provide forward approach with compliant knee and toe clearance and pipe insulation |

PET LITTER STATION NEAR LEASING OFFICE AUXILIARY ENTRANCE

| | ELEMENT | CONDITION | AGREED UPON RETROFIT |
|-----|---------------------|------------------|---|
| 25) | Waste bag container | 55 1/2" AFF | Will lower waste bag container to 54" max. AFF for side reach; 48" max. AFF for forward reach |

BICYCLE STORAGE ROOM

| | ELEMENT | CONDITION | AGREED UPON RETROFIT |
|-----|----------------|---------------------------------------|--|
| 26) | Entrance door | Closing speed approximately 2 seconds | Will adjust closing speed to a min. of 3 seconds from 90 degrees open to 12 degrees open |

FITNESS CENTER

| | ELEMENT | CONDITION | AGREED UPON RETROFIT |
|-----|-----------------------|--|---|
| 27) | Entrance door | Opening force 7 lbs. (right); 6 lbs. (left) | Will decrease opening force to 5 lbs. max. |
| 28) | Paper towel dispenser | 56 1/2" and 59 1/2" AFF to highest operating control | Will lower paper towel dispenser to 54" max. AFF for side reach; 48" max. AFF for forward reach |
| 29) | Sanitary dispenser | 57 3/4" AFF | Will lower sanitary dispenser to 54" max. AFF for side reach; 48" max. AFF for forward reach |
| 30) | Drinking fountain | Spout height 40 1/2" AFF | Will lower spout height to 36" max. AFF |

MAIL ROOM - RIGHT, NEAREST RECEPTION

| ELEMENT | CONDITION | AGREED UPON RETROFIT |
|-----------------------|--|---|
| 31) CLFS at mailboxes | 26 1/4" wide at last column of mailboxes | Will provide 30" min. CLFS at mailboxes |

TRASH ROOMS

| ELEMENT | CONDITION | AGREED UPON RETROFIT |
|---|----------------------------------|---|
| 32) Entrance door (All trash rooms other than the 3rd, 5th, 8th, 10th, 14th, 16th, 18th, 19th and 21st floor) | Opening force 16 lbs. to 23 lbs. | Will adjust opening force to 15 lbs. max.; or that required by the local fire department |
| 33) Entrance door (All trash rooms other than the 19th, 20th, 21st and 23rd floor) | Closing speed 1 to 2 seconds | Will adjust closing speed to a min. of 3 seconds from 90 degrees open to 12 degrees open |
| 34) Fire extinguisher (13th, 18th, 19th, 20th, 21st and 22nd floors) | 58 1/2 to 60" AFF | Will lower fire extinguisher to 54" max. AFF for side reach; 48" max. AFF for forward reach |

**APPENDIX B
IN-UNIT RETROFITS AT 33 WEST END**

As soon as reasonably possible, but no later than the end of the term of this Settlement Agreement, Atlantic shall finish the retrofits identified in this Appendix B.

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

| UNIT(S) | CONDITION | AGREED UPON RETROFIT |
|---|--|--|
| 1. All Market Units ¹ (bedroom, bathroom, and walk-in closets), 2- 13Q (bathroom), 2-13T (bathroom), 2-13U (bathroom) | Clear width is only 31” to 31 1/2”, and door leaf typically 33 1/2” wide | Will increase clear width to 31 ⁵ / ₈ ” min., and 34” min. for a door with leafs, with the use of swing-clear offset door hinges or otherwise, upon the request of a resident or prospective resident. |

**TERRACE DOOR OPENING WIDTH
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 3, SEC. (2)**

| | | |
|---|--------------------------------|---|
| 2. 14A, 14E, 14F, 25A (living room and bedroom), 25B (living room and bedroom) | Clear width is only 27” to 30” | Will increase clear width to 31 ⁵ / ₈ ” min. upon the request of a resident or prospective resident. |
|---|--------------------------------|---|

¹ “Market Units” refers to units A-L on all floors. “Senior Units” refers to units M-V on floors 2 to 13.

**BATHROOM MARBLE THRESHOLD
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 4, SEC. (2)**

| UNIT(S) | CONDITION | AGREED UPON RETROFIT |
|---------------------|--|---|
| 3. All Market Units | Bathroom marble threshold is 1/2" high, with 1:1 bevel | Will make flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" high max. threshold, beveled at ratio of 1:2 max. Retrofit will be made upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest. ² |
| 4. 2-13Q | Bathroom marble threshold is 5/16" high on the bathroom side, noncompliant bevel; 3/8" high on the hallway side, noncompliant bevel | Will make flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" high max. threshold, beveled at ratio of 1:2 max. Retrofit will be made upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest. |

**KITCHEN THRESHOLD
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 4, SEC. (2)**

| UNIT(S) | CONDITION | AGREED UPON RETROFIT |
|-----------------------------------|--|--|
| 5. All Market Units, except 2-13H | Kitchen threshold is 1/2" high, with a 1:1 bevel | Will make flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" high max. threshold, beveled at ratio of 1:2 max. Retrofit will be made upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest. |

² If a resident requests a Limited Retrofit, Atlantic will prioritize that request in determining in which the Limited Retrofits will be made.. If the number of requests for Limited Retrofits from residents exceed the agreed-upon number of Limited Retrofits set forth in Appendix B and Appendix D, the requests will be treated as requests for reasonable modification pursuant to 42 U.S.C. § 3604(f)(3)(A) and Section 504 of the Rehabilitation Act, 29 U.S.C. § 701.

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

| UNIT(S) | CONDITION | AGREED UPON RETROFIT |
|----------------------------|---|---|
| 6. 14A, 14E, 14F, 25A, 25B | Level change at interior side of terrace door is at least 13" high (2 steps up) | Will install a lift or a compliant ramp upon the request of a resident or prospective resident. |

UNIT ENTRANCE DOOR THRESHOLD
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 4, SEC. (4)

| UNIT(S) | CONDITION | AGREED UPON RETROFIT |
|---|---|--|
| 7. 14-24A, 14-24E, 25A, 25B, 2-13M, 2-13N, 2-13O, 2-13P, 2-13R, 2-13S, 2-13T, 2-13V | Threshold is 1/2" to 5/8" high on the hallway side | Will make flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" high max. threshold, beveled at ratio of 1:2 max. Retrofit will be made upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest. |
| 8. 14-24F | 1" high on the common hallway side; 1/2" high abrupt level change to the base of the bevel | Will make flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" high max. threshold, beveled at ratio of 1:2 max. Retrofit will be made upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest. |
| 9. 2-13Q | 9/16" high on the corridor side; noncompliant bevel; 3/8" high on the unit side; noncompliant bevel; | Will make flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" high max. threshold, beveled at ratio of 1:2 max. Retrofit will be made upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest. |

ELECTRICAL OUTLETS – KITCHEN
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 5

| | UNIT(S) | CONDITION | AGREED UPON RETROFIT |
|-----|--|--|--|
| 10. | 2-13K, 14-24A, 14-24B, 14-24D, 14-24F, 25B, 2-13U | Outlets over counters 47" to 48 1/2" AFF | Will move outlets, install new outlets, or provide wall-mounted power strips such that outlets are at or below 46" max. AFF, measured to the centerline of the highest receptacle. Retrofit will be made upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest. |
| 11. | 2-13A, 2-13C, 2-13E, 2-13F, 2-13G, 2-13H, 2-13K, 2-13L, 14-24B, 14-24C, 14-24D, 14-24E, 14-24G, 25A, 2-13R | 5 3/4" to 11 1/2" from the side wall, adjacent cabinet face, or refrigerator/refrigerator partition, measured to the centerline of the outlets | Will move outlets, install new outlets, or provide wall-mounted power strips such that distance from the side wall or refrigerator measured to the centerline of the outlets is 12" min. Retrofit will be made upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest. |
| 12. | 2-13A, 2-13M, 2-13N, 2-13Q | 15" to 34 1/2" from the corner at the range | Will move outlets, install new outlets, or provide wall-mounted power strips such that distance from the corner measured to the centerline of the outlets is 36" min. Retrofit will be made upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest. |
| 13. | 2-13N, 2-13Q | 16 1/2" to 31" from the corner at the sink | Will move outlets, install new outlets, or provide wall-mounted power strips such that distance from the corner measured to the centerline of the outlets is 36" min. Retrofit will be made upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest. |

ELECTRICAL OUTLETS – LIVING ROOM
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 5

| | UNIT(S) | CONDITION | AGREED UPON RETROFIT |
|-----|----------------|--|---|
| 14. | 25A | Outlet 6 1/2" above finished floor ("AFF") | Will move outlets, install new outlets, or provide wall-mounted power strips such that outlets are at or above 15" AFF, upon the request of a |

| | | |
|--|--|---|
| | | tenant or prospective tenant, upon vacancy, or within the term of the Consent Decree, whichever comes earliest. |
|--|--|---|

LIGHT SWITCHES

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 5

| | | | |
|-----|---|--|---|
| 15. | 2-13C, 2-13D, 2-13E | 48 ½” to 49 ½” AFF, measured to the top of the upper half of the rocker switch | In 30 units, will move light switches such that they are no higher than 48” AFF, measured to the top of the upper half of the rocker switch, upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest. In the remaining units, will move light switches such that they are no higher than 48” AFF, measured to the top of the upper half of the rocker switch, upon the request of a resident or prospective resident. |
| 16. | All Market Units except 2-13C, 2-13D, 2-13E | 48 ½” to 49 ½” AFF, measured to the top of the upper half of the rocker switch | Will move light switches such that they are no higher than 48” AFF, measured to the top of the upper half of the rocker switch, upon the request of a resident or prospective resident. |

KITCHEN CLEARANCE

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

| | UNIT(S) | CONDITION | AGREED UPON RETROFIT |
|-----|--|--|---|
| 17. | 2-13E, 14-24A, 14-24C, 14-24D, 14-24F, 25A | Less than 40" min. width at refrigerator | Will install low-profile refrigerator to provide 40" min. width upon the request of a resident or prospective resident. |

| | | | |
|-----|------------------------------------|---|---|
| 18. | 2-13C, 2-13D | Less than 40" min. width at range | <p>In 16 units, will make adjacent wall flush with countertop edge or swap kitchen ranges with adjacent countertops where adjacent wall cannot be made flush with countertop edge. Retrofit will be made upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest.</p> <p>In the remaining units, will make adjacent wall flush with countertop edge or swap kitchen ranges with adjacent countertops upon the request of a resident or prospective resident.</p> |
| 19. | 2-13G, 2-13H, 2-13J, 2-13L, 14-24B | Less than 40" min. width at range | Will make adjacent wall flush with countertop edge or swap kitchen ranges with adjacent countertops upon the request of a resident or prospective resident. |
| 20. | 2-13C, 2-13D | Centerline of range in corner location is less than 24" from sidewall | <p>In 15 units, will make adjacent wall flush with countertop edge to achieve centerline of at least 24" from any obstruction. Retrofit will be made upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest.</p> <p>In the remaining units, will make adjacent wall flush with countertop edge to achieve centerline of at least 24" from any obstruction upon the request of a resident or prospective resident.</p> |
| 21. | 2-13M, 2-13N | Centerline of range in corner location is less than 24" from sidewall | <p>In 15 units, will make adjacent wall flush with countertop edge to achieve centerline of at least 24" from any obstruction. Retrofit will be made upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest.</p> <p>In the remaining units, will make adjacent wall flush with countertop edge to achieve centerline of at least 24" from any obstruction upon the request of a resident or prospective resident.</p> |

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| 22. | 2-13M, 2-13N, 2-13O, 2-13Q, 2-13R, 2-13S, 2-13T, 2-13U, 2-13V | Centerline of range in corner location is less than 24" from sidewall | Will make adjacent wall flush with countertop edge to achieve centerline of at least 24" from any obstruction upon the request of a resident or prospective resident. |
| 23. | 2-13M, 2-13N | Centerline of sink in corner location is less than 24" from sidewall, refrigerator, or adjacent base cabinet | <p>In 15 units, will adjust centerline to at least 24" from side wall for a centered side approach, will make adjacent wall flush with countertop edge to achieve centerline of at least 24" from any obstruction, or will install base cabinets that are removable by design with compliant knee and toe space at the sink, finished wall and floor beneath, and covered pipes. Retrofit will be made upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest.</p> <p>In remaining units, will perform retrofit upon the request of a resident or prospective resident.</p> |
| 24. | All Senior Units except 2-13M, 2-13N | Centerline of sink in corner location is less than 24" from sidewall, refrigerator, or adjacent base cabinet | <p>In 23 units, will adjust centerline to at least 24" from side wall for a centered side approach, will make adjacent wall flush with countertop edge to achieve centerline of at least 24" from any obstruction, or will install base cabinets that are removable by design with compliant knee and toe space at the sink, finished wall and floor beneath, and covered pipes. Retrofit will be made upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest.</p> <p>In remaining units, will perform retrofit upon the request of a resident or prospective resident.</p> |
| 25. | 14-24C, 14-24G, 25B, all Senior Units | Centerline of sink in corner location is less than 24" from sidewall, refrigerator, or adjacent base cabinet | Will perform retrofit upon the request of a resident or prospective resident. |

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|------------|--|---|
| 26. 14-24F | Centerline of refrigerator in corner location is less than 24" from sidewall | <p>In 6 units, will make adjacent wall flush with countertop edge or swap refrigerator with adjacent countertop where adjacent wall cannot be made flush with countertop edge. Retrofit will be made upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest.</p> <p>In remaining units, will perform retrofit upon the request of a resident or prospective resident.</p> |
|------------|--|---|

**BATHROOM CLEARANCE
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7, SEC. (2)(a)(i)**

| | UNIT(S) | CONDITION | AGREED UPON RETROFIT |
|-----|---|---|--|
| 27. | 2-13C, 2-13D, 2-13E, (hall and master bathrooms) | Clear floor space ("CLFS") beyond door swing less than 30" wide min. by 48" long min. | <p>In 35 units, will reverse door swing to increase CLFS in one bathroom in each unit. Retrofit will be made upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest.</p> <p>In remaining units, will reverse door swing to increase CLFS upon the request of a resident or prospective resident.</p> |
| 28. | 2-13A, 2-13B, 2-13F (hall and master bathrooms), 2-13J (hall and master bathrooms), 2-13G, 2-13H, 2-13K, 2-13L, 14-24A, 14-24C, 14-24D, 14-24E (hall and master bathrooms), 14-24F (hall and master bathrooms), 14-24G, | Clear floor space ("CLFS") beyond door swing less than 30" wide min. by 48" long min. | Will reverse door swing to increase CLFS upon the request of a resident or prospective resident. |

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| 25A (master bathroom), 25B (hall and master bathrooms) | | |
|--|--|--|

**BATHROOM – TOILETS AND LAVATORY
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7, SEC. (2)(a)(ii)**

| | UNIT(S) | CONDITION | AGREED UPON RETROFIT |
|-----|---|--|--|
| 29. | 2-13J (master bathroom) | Lavatory centerline is less than 24" from bathtub with no removable base cabinet, and/or there is less than 24" clearance between sidewall and lavatory base cabinet | Will install base cabinets that are removable by design with compliant knee and toe space at the lavatory, finished wall and floor beneath, and covered pipes. Retrofit will be made upon the request of a resident or prospective resident, upon vacancy, or within the term of the Consent Decree, whichever comes earliest. |
| 30. | 14-24E (master bathroom) | Lavatory centerline is less than 24" from bathtub with no removable base cabinet, and/or there is less than 24" clearance between sidewall and lavatory base cabinet | Will install base cabinets that are removable by design with compliant knee and toe space at the lavatory, finished wall and floor beneath, and covered pipes upon the request of a resident or prospective resident. |
| 31. | 2-13B, 2-13F (hall bathroom), 2-13L, 14-24A, 14-24B, 14-24C, 14-24G, 25A (hall and bathrooms) | Centerline between 13 3/4" and 15 1/2" from side wall | Will install offset flanges to provide for centerline between 16" and 18" from side wall upon request of a resident or prospective resident. |

**APPENDIX C
ADDITIONAL PROPERTIES**

| # | Building Address | Units |
|----|--|-------|
| 1 | 1118 Intervale Avenue, Bronx, New York | 68 |
| 2 | 1150 Intervale Avenue, Bronx, New York | 80 |
| 3 | 2035 Marmion Avenue, Bronx, New York | 90 |
| 4 | 2333 Webster Avenue, Bronx, New York | 130 |
| 5 | 900 Ogden Avenue, Bronx, New York | 120 |
| 6 | 1314 Merriam Avenue, Bronx, New York | 98 |
| 7 | 678 Sagamore Street, Bronx, New York | 84 |
| 8 | 246 East 77th Street, New York, New York | 19 |
| 9 | 1975 Birchall Avenue, Bronx, New York | 90 |
| 10 | 1314 Nelson Avenue, Bronx, New York | 115 |
| 11 | 2080 LaFontaine Avenue, Bronx, New York | 74 |
| 12 | 1491 Macombs Avenue, Bronx, New York | 90 |
| 13 | 1240 Washington Avenue, Bronx, New York | 100 |
| 14 | 2087 Creston Avenue, Bronx, New York | 92 |
| 15 | 128 – East Clark Place, Bronx, New York | 65 |
| 16 | 600 Concord Avenue, Bronx, New York | 83 |
| 17 | 1001 University Avenue, Bronx, New York | 89 |
| 18 | 3880 Orloff Avenue, Bronx, New York | 101 |
| 19 | 400 Third Avenue, New York, New York | 30 |
| 20 | 962 Aldus Street, Bronx, New York | 164 |
| 21 | 417 East 76th Street, New York, New York | 10 |
| 22 | 415 East 157th Street, Bronx, New York | 83 |
| 23 | 404 East 158th Street, Bronx, New York | 82 |
| 24 | 438 East 76th Street, New York, New York | 15 |
| 25 | 521 West 42nd Street, New York, New York | 72 |

| # | Building Address | Units |
|----|---|-------|
| 26 | 941 Hoe Avenue, Bronx, New York | 136 |
| 27 | 303 East 158th Street, Bronx, New York | 87 |
| 28 | 4646 Park Avenue, Bronx, New York | 70 |
| 29 | 315 West 61 Street, New York, New York | 120 |
| 30 | 881 East 162 Street, Bronx, New York | 86 |
| 31 | 861 East 163rd Street, Bronx, New York | 75 |
| 32 | 1115 First Avenue, New York, New York | 45 |
| 33 | 1904 Vyse Avenue, Bronx, New York | 96 |
| 34 | 1471 Louis Nine Boulevard, Bronx, New York 1490 Boston Road, Bronx, New York | 95 |
| 35 | 320 East 159th Street, Bronx, New York | 80 |
| 36 | 1 East 35th Street, New York, New York | 91 |
| 37 | 33 West Tremont, Bronx, New York | 84 |
| 38 | 3000 Park Avenue, Bronx, New York | 72 |
| 39 | 1404 Jesup Avenue, Bronx, New York | 127 |
| 40 | 1345 Shakespeare Avenue, Bronx, New York | 39 |
| 41 | 1401 Jesup Avenue, Bronx, New York | 81 |
| 42 | 675 Morris Avenue, Bronx, New York | 137 |
| 43 | 270 East Burnside Avenue, Bronx, New York | 114 |
| 44 | 250 East 60th Street, New York, New York | 42 |
| 45 | 1450 Jesup Avenue, Bronx, New York | 49 |
| 46 | 385 Third Avenue, New York, New York | 49 |
| 47 | 3121 Villa Avenue, Bronx, New York | 111 |
| 48 | 2277 Barthgate Avenue, Bronx, New York | 89 |
| 49 | 1530 Jesup Avenue, Bronx, New York | 75 |
| 50 | 1926 Crotona Parkway, Bronx, New York | 96 |
| 51 | 550 East 170 Street, Bronx, New York | 98 |
| 52 | 922 East 169th Street, Bronx, New York | 57 |

| # | Building Address | Units |
|----|--|-------|
| 53 | 1140 Tiffany Street, Bronx, New York | 27 |
| 54 | 508 East 163 Street Boricua A2, Bronx, New York | 85 |
| 55 | 890 Washington Avenue Boricua College, Bronx, New York | n/a |
| 56 | 1382 Shakespeare Avenue, Bronx, New York | 127 |
| 57 | 505 East 161st Street Boricua E, Bronx, New York | 80 |
| 58 | 488 East 163 Street Boricua A1, Bronx, New York | 136 |
| 59 | 508 East 161 Street, Bronx, New York | 77 |
| 60 | 303 Tenth Avenue, New York, New York | 89 |
| 61 | 3213 Third Avenue Boricua C, Bronx, New York 491 East 162 Street, Bronx, New York | 133 |
| 62 | 514 East 163 Street Boricua B, Bronx, New York | 100 |
| 63 | 80 Bruckner Blvd Bruckner A, Bronx, New York | 83 |
| 64 | 105 Willis Avenue Bruckner B, Bronx, New York | 126 |
| 65 | 507 East 161st Street Boricua D, Bronx, New York | 80 |
| 66 | 501 East 161st Street Boricua F, Bronx, New York | 77 |
| 67 | 331 East 132nd Street Bruckner C, Bronx, New York | 221 |
| 68 | 70 Bruckner Blvd., Bronx, New York | 60 |
| 69 | 25 State Street, Ossining, New York | 50 |
| 70 | 203 Gramatan Avenue, Mount Vernon, New York | 159 |

APPENDIX D
NUMBER OF RETROFITS TO BE COMPLETED AT THE ADDITIONAL PROPERTIES

| <u>ELEMENT</u> | <u>NUMBER OF UNITS TO BE RETROFIT</u> | <u>AGREED UPON RETROFIT</u> |
|-----------------------------|--|--|
| Entry thresholds | 100% | Provide 3/4-inch high maximum height beveled threshold at a ratio of no more than 1:2 or install threshold extensions with 8.33% maximum running slopes on a case-by-case basis; in either event to comply with ANSI A117.1-2003, 404.2.4 ¹ |
| Door hardware | 100% | Provide hardware to comply with 4.13.9, ANSI 1986 |
| Bathroom thresholds | 100% | Provide 3/4-inch high maximum height beveled threshold or install threshold extensions with 8.33% maximum running slopes on a case-by-case basis; in either event to comply with ANSI A117.1-2003, 404.2.4 |
| Reverse bathroom door swing | 100% | Reverse door swing to one bathroom in unit. |
| Kitchen electrical outlets | 1,000 units | Add power strip so that one outlet serving each area meets specifications in Fair Housing Accessibility Guidelines. Power strip does not need not be GFI so long as wall outlet is GFI. |

¹ If a resident requests a Limited Retrofit, Atlantic will prioritize that request in determining in which the Limited Retrofits will be made.. If the number of requests for Limited Retrofits from residents exceed the agreed-upon number of Limited Retrofits set forth in Appendix B and Appendix D, the requests will be treated as requests for reasonable modification pursuant to 42 U.S.C. § 3604(f)(3)(A) and Section 504 of the Rehabilitation Act, 29 U.S.C. § 701.

| | | |
|---|-------------|---|
| | | Atlantic will also maintain a sufficient supply of power strips onsite at the Additional Properties to quickly satisfy additional resident requests. |
| Kitchen sink clear floor space | 210 units | Modify sinks to provide a 30" X 48" clear space with retrofits to be performed upon vacancy. |
| Lavatory clear floor space (base cabinets) | 210 units | Modify lavatories to provide a 30" X 48" clear floor space centered on the lavatory, with retrofits to be performed upon vacancy. |
| Lavatory clear floor space | 185 units | Break O-ring seal, loosen J-bolts and shift bowl. |
| Toilet distance to side wall | 100 units | Adjust water closet to move centerline as close as possible to 16-18 inches from side wall. |
| Kitchen range clear floor space (replace countertop) | 375 units | Provide as close to 40 inches as possible between opposing countertops, base cabinets and appliances, with retrofits to be performed upon vacancy. |
| Kitchen clearances (provide low profile refrigerator) | 1,230 units | Provide as close to 40 inches as possible between opposing countertops, base cabinets and appliances, with retrofits to be performed upon vacancy. |
| Kitchen sink height (install mat / lower counter) | N/A | Atlantic will install mat or lower counters in affected units upon resident request. |
| Kitchen sink clear floor space (move island) | N/A | Atlantic will move island to provide 40 inches between opposing countertops, base cabinets and appliances, with retrofits to be performed upon vacancy, if alternatives do not allow for 40 inches and a disabled |

| | | |
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| | | resident requests modification. |
| Patio Threshold | N/A | Atlantic will provide portable ramp or lower threshold to provide accessible route to patio in impacted units upon resident's requests. |

APPENDIX E

**NOTICE OF RETROFITS TO PUBLIC AND COMMON USE AREAS
OF [PROPERTY]**

To Our Residents and Prospective Residents:

Federal law requires that the public and common use areas at [Property] contain accessibility features for persons with disabilities. Within the next 18 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 retrofits we will be undertaking is available at the leasing office.

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

Sincerely,

[_____]

APPENDIX F

NOTICE TO RESIDENTS OR PROSPECTIVE RESIDENTS OF RETROFITS FOR [PROPERTY]

[Property] 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 [Property] to provide greater accessibility for people with disabilities.

Pursuant to that settlement, the following modifications are available to be made in your apartment (to the extent applicable):

- Modifying the threshold at the entrance of the unit by lowering it slightly or extending the threshold into the exterior hallway and into your unit;
- Modifying the threshold at your bathroom by lowering it slightly or extending it into the bathroom and the area outside your bathroom;
- Reversing the swing of the bathroom door so it swings out and not into your bathroom; and
- Changing the entry door hardware so that it is a lever, instead of a round door knob.

We are planning to make these retrofits during the following 30 day period on Monday-Saturday from 8:00 am to 6:00 pm. Please contact the management office by calling _____ or emailing _____ to accept these retrofits or with any questions and to let us know which days and times would be most convenient to complete these retrofits.

In addition, if you or a family member has a mobility disability and need greater accessibility in your unit, please contact the management office to discuss the following additional retrofits that you can have made in your unit, at no cost to you, if you need them:

- Modification of doors and thresholds to ensure accessibility to persons in wheelchairs;
- Modification of bathrooms and kitchens to ensure accessibility to persons in wheelchairs; and
- Modification of appliances to ensure usability by persons with disabilities.

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

Dated: _____

APPENDIX G

**NOTICE TO PERSONS WHO MAY HAVE SUFFERED FROM INADEQUATE
ACCESSIBILITY AT ATLANTIC DEVELOPMENT GROUP, LLC
PROPERTIES**

On _____, the United States District Court for the Southern District of New York entered a settlement agreement resolving a lawsuit brought by the United States Department of Justice against Atlantic Development Group, LLC alleging that it 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 [BUILDING NAME].

Under this settlement agreement, 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;
- 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 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, Third Floor
New York, New York 10007

NOTE: You must call or write no later than [one year of Effective Date].

APPENDIX H

RELEASE FORM

In consideration of the payment of the sum of _____ dollars (\$_____), pursuant to the Settlement Agreement entered in *United States of America v. Atlantic Development Group, LLC, et al.*, 17 Civ. 332 (LJL) (RWL) (S.D.N.Y.), and *United States of America v. Atlantic Development Group, LLC, et al.*, 19 Civ. 9551 (LJL) (RWL) (S.D.N.Y.), I hereby release Atlantic Development Group, LLC, [INSERT PROPERTY NAME], and [INSERT PROPERTY OWNERSHIP ENTITY] (collectively, “Atlantic”), and Atlantic’s past, present, and future members, affiliates, parents, subsidiaries, officers, employees, and successors, from any and all liability for any claims, legal or equitable, I may have against it arising out of the issues alleged in the above-styled action.

I fully acknowledge and agree that this release of Atlantic 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.

Pursuant to 28 U.S. Code § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on [INSERT DATE].

(Signature)

(Print name)

APPENDIX I

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT AGREEMENT

I _____, am an employee of _____ and my duties include _____. I have received and read a copy of the Settlement Agreement or summary of the Settlement Agreement in *United States of America v. Atlantic Development Group, LLC, et al.*, 17 Civ. 332 (LJL) (RWL) (S.D.N.Y.), and *United States of America v. Atlantic Development Group, LLC, et al.*, 19 Civ. 9551 (LJL) (RWL) (S.D.N.Y.), and have been given instruction on (1) the terms of this Settlement Agreement, (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 Settlement Agreement and the Fair Housing Act. I have had all of my questions concerning the Settlement Agreement answered to my satisfaction.

_____, 20____

Employee Signature

APPENDIX J

**CERTIFICATION OF FAIR HOUSING TRAINING
(RENTAL)**

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 questions concerning the Fair Housing Act answered to my satisfaction.

Employee Signature

Print Name

Date

APPENDIX K

**CERTIFICATION OF FAIR HOUSING TRAINING
(DESIGN/CONSTRUCTION)**

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 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