

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

----- x
UNITED STATES OF AMERICA, :

Plaintiff, :

- v. - :

LAWRENCE DOWNTOWN HOLDINGS, LLC, *et al.* :

Defendants. :

----- x

17 Civ. 274 (JPO)

**STIPULATION AND ORDER OF
SETTLEMENT AND DISMISSAL**

WHEREAS, on January 13, 2017, the United States brought this action (the “Action”) to enforce the accessible design and construction provisions of the Fair Housing Act (the “FHA”), codified at 42 U.S.C. § 3604(f)(3);

WHEREAS, on March 3, 2017, Defendants responded to the Complaint;

WHEREAS, the United States and Defendants have reached a stipulation on certain terms that resolve this matter in its entirety, as set forth in Exhibit A attached hereto (the “Settlement Stipulation”);

IT IS HEREBY STIPULATED AND AGREED, by and between the United States and Defendants, as follows:

1. This Action is stayed for a period of 45 days to permit Defendants to implement the relevant requirements of paragraphs 5, 8, 27–29, 35–37, and 42 of the Settlement Stipulation.
2. No later than 45 days from the entry of this Stipulation and Order, the United States and Defendants shall submit a joint status letter to the Court to indicate whether the relevant requirements of paragraphs 5, 8, 27–29, 35–37, and 42 of the Settlement Stipulation have been implemented. In the event that the joint status letter submitted

und

by the United States and Defendants indicates that the implementation of those requirements has been completed, this Action shall be dismissed without prejudice to reinstatement upon the application of any party in the event of a breach of the provisions of the Settlement Stipulation, provided that such application is made within one year following the entry of this Stipulation and Order.

3. In the event that no party has applied for reinstatement pursuant to Paragraph 2 above and that the parties have not agreed to extend the term of the Settlement Stipulation, this action shall be deemed dismissed with prejudice and not subject to reinstatement after one year following the entry of this Stipulation and Order.
4. Each party to the action shall bear its own costs and attorney's fees.

GEOFFREY S. BERMAN
United States Attorney

By: 

LI YU
JACOB LILLYWHITE
Assistant United States Attorneys
86 Chambers Street, 3rd Floor
New York, New York 10007
Counsel for the United States

**The motion at Dkt. No. 13
is DENIED without prejudice
to reinstatement in the
event that the settlement
is not implemented.*

DATED: March 23 2018
New York, New York

BAKER & HOSTETLER LLP

By: 

CRAIG M. WHITE, *pro hac vice*
191 N. Wacker Drive, Suite 3100
Chicago, Illinois 60606

TORRELO H. CALVANI
45 Rockefeller Plaza
New York, New York 10111
Counsel for Defendants

SO ORDERED


HON. J. PAUL OETKEN
UNITED STATES DISTRICT JUDGE

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

UNITED STATES OF AMERICA,

Plaintiff,

v.

LAWRENCE DOWNTOWN HOLDINGS LLC,
EQUITY RESIDENTIAL, and ERP OPERATING
Limited Partnership,

Defendants.

17 Civ. 274 (JPO)

**STIPULATION OF
SETTLEMENT**

INTRODUCTION

This Stipulation of Settlement (the “Stipulation”) is entered into between plaintiff the United States of America (the “United States”) and defendants Lawrence Downtown Holdings LLC (“LDH”),¹ Equity Residential (“EQR”), and ERP Operating Limited Partnership (collectively with LDH and EQR, the “Defendants”);

WHEREAS, LDH is the owner of a 20-story rental apartment building located at 170 Amsterdam Avenue in Manhattan (“170 Amsterdam”) and, in that capacity, participated in the design and construction of that rental complex;

WHEREAS, EQR and ERP Operating Limited Partnership, business entities that are incorporated in Maryland and Illinois, respectively, hold, through subsidiaries and affiliates, a controlling interest in LDH;

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, as amended, alleges that Defendants have engaged in a pattern or practice of discrimination and/or denied rights to a group of persons in a manner

¹ The original complaint named EQR and ERP Operating, L.P. as defendants. Together with this Stipulation, the parties also are submitting a stipulation to amend the caption of this case to name LDH as the lead defendant.

raising an issue of general public importance by failing to design and construct 170 Amsterdam with the features of accessible and adaptive design and construction required by the FHA, *see* 42 U.S.C. § 3604(f)(3)(C);

WHEREAS, the FHA provides that residential buildings with four or more dwelling units, and one or more elevators, designed and constructed for first occupancy after March 13, 1991, are Covered Multifamily Dwellings and must include certain basic features of accessible design as set forth in 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(A);²

WHEREAS, the parties (for purposes of this Stipulation, the “parties” refer to both the United States and the Defendants) agree that 170 Amsterdam, which was completed in 2015, is subject to the FHA’s Accessible Design Requirements, 42 U.S.C. § 3604(f)(3)(c);

WHEREAS, in April 2017, the United States conducted an inspection of 170 Amsterdam, which identified, *inter alia*, the following conditions that the United States alleges fail to meet the Accessible Design Requirements:

- Entrance doors to the leasing office and to common areas that require excessive force to open and/or close too quickly;
- Lighting fixtures in the lobby that protrude too far from the wall;
- Thresholds in the laundry room and other common areas that are excessively high and/or lack sufficient beveling;
- Bedroom thresholds in rental units lack sufficient beveling; and

² More specifically, 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”).

- Electrical outlets in rental units that are located too close to the floor or the side wall.

WHEREAS, the parties agree that this Court has jurisdiction over the subject matter of this case, and further agree that this controversy should be resolved without further proceedings and without an evidentiary hearing or a trial;

WHEREAS, in connection with finalizing this Stipulation, Defendants have represented to the United States that they have retained, and will rely on, Kessler McGuiness & Associates, LLC and similarly qualified accessibility consultants to review and provide input regarding compliance with the Accessible Design Requirements for the following rental properties that they are currently developing — (i) 455 I Street in Washington, D.C., (ii) The Cascade in Seattle, (iii) 855 Brannan in San Francisco, (iv) 2nd & Pine in Seattle, and (v) 100 K Street in Washington, D.C. (collectively, the “Ongoing Projects”);

WHEREAS, Defendants also have represented to the United States that LDH has the authority and resources to implement all the requirements imposed on LDH under this Stipulation; and

WHEREAS, the parties’ agreement to this Stipulation is not intended to and does not limit the Defendants, individually or collectively, from instituting a separate action seeking contribution, or damages in the nature of indemnification or breach of contract or for any other reason, from any individual or entity involved in the design and/or construction of any property that is the subject of this Stipulation;

It is hereby AGREED, by and between the parties:

I. COMPLIANCE WITH THE FHA

1. LDH and each of its officers and employees agree that they will not discriminate on the basis of disability as prohibited by the FHA, 42 U.S.C. § 3604(f)(3).

II. RETROFITS AT 170 AMSTERDAM

2. The United States alleges that 170 Amsterdam was 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 any of the Defendants admitting any liability, LDH agrees to address the conditions alleged to be FHA violations at 170 Amsterdam by making the modifications set forth in Appendices A and B.

A. Modifications to the Public and Common Use Areas

3. LDH acknowledges that certain features in the public and common use areas at 170 Amsterdam do not meet the standards set out in the Guidelines. LDH agrees to modify the public and common use areas of 170 Amsterdam by taking the actions described herein and in Appendix A.

4. As soon as reasonably possible, but no later than twelve (12) months from the execution of this Stipulation, LDH shall finish the retrofits listed in Appendix A at 170 Amsterdam. LDH a make reasonable efforts to minimize inconvenience to residents in making such retrofits.

5. Within thirty (30) days of the execution of this Stipulation, LDH shall provide written notices to all residents at 170 Amsterdam, stating that the retrofits required by this Stipulation will be performed to the public and common use areas at 170 Amsterdam. Such notices shall conform to Appendix C and may be delivered electronically or in hard copy.

B. Modifications to Dwelling Unit Interiors

6. LDH acknowledges that one or more features in the dwelling unit interiors of 170 Amsterdam do not meet the standards set out in the Guidelines. LDH agrees to modify certain of the dwelling unit interiors of 170 Amsterdam by taking the actions described herein and in Appendix B.

7. For each unit at 170 Amsterdam listed in Appendix B, as soon as reasonably possible, but no later than twelve (12) months from the execution of this Stipulation (unless otherwise specified in Appendix B), LDH shall finish the retrofits listed in Appendix B at 170 Amsterdam. LDH shall make reasonable efforts to minimize inconvenience to residents in making such retrofits.

8. Within thirty (30) days from the date of the execution of this Stipulation, LDH shall inform each resident who resides in an individual dwelling unit that is subject to being retrofitted at 170 Amsterdam, that: (1) the United States has alleged that certain features of the resident's unit do not meet the accessible and adaptive design requirements of the FHA and that, to settle this lawsuit, LDH agreed to retrofit certain features of the unit to make them more accessible; (2) the retrofits set forth in Appendix B will be provided within 45 days of any request but will, in any event, take place within twelve (12) months, unless otherwise specified in the Stipulation; and (3) the scheduling of the retrofits will take into account the preferences and convenience of the resident or future resident and that relocation costs, if any, will be provided in advance. The notice shall be substantially in the form of Appendix D and may be delivered electronically or in hard copy.

9. LDH shall certify to the United States in writing that the notices required by paragraphs 5 and 8 have been distributed and shall specify the manner in which they were distributed, within thirty (30) days after such distribution. Such certification shall include the names and addresses of the persons to whom the notices were distributed.

III. NO ADVERSE ACTION

10. Neither present nor future residents of 170 Amsterdam 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

Stipulation. LDH shall take no adverse action against any present or future resident of 170 Amsterdam because such person requests to have his or her apartment, or prospective apartment, modified in accordance with this Stipulation. Nothing in this paragraph, however, shall restrict or impede LDH'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 Stipulation) done at or about the same time as retrofits required under this Stipulation. Performance of the retrofits required by the terms of this Stipulation does not constitute a diminution in services provided at 170 Amsterdam.

IV. IMPEDIMENTS TO PERFORMANCE

11. In the event that any act or omission beyond LDH's control and occurring without its fault or negligence affects the performance of any requirement in Section II of the Stipulation, LDH and the United States shall endeavor, in good faith, to determine whether modifications to this Stipulation are necessary. Nothing herein shall be construed as requiring LDH to bring a lawsuit against a resident who refuses to allow LDH to perform a retrofit to that resident's unit, as specified in Section I of this Stipulation.

V. NEUTRAL INSPECTOR

12. LDH 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 mandatory retrofits performed under this Stipulation to determine whether modifications have been made in compliance with the specifications in Appendices A and B at 170 Amsterdam. The Inspector

³ The United States agrees that it will not unreasonably withhold consent to a qualified inspector.

shall have expertise in the design and construction requirements of the FHA.

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

14. An inspection of 170 Amsterdam shall take place within sixty (60) days of the completion of all of the retrofits (except for retrofits to be made at a resident's request, on vacancy, or prior to the expiration of the Stipulation) set forth in, respectively, Appendices A and B, or as soon thereafter as practicable.

15. With regard to the retrofits for 170 Amsterdam that are required to be made at a resident's request, on vacancy, or prior to the expiration of the Stipulation, and as set forth in Appendix B, an inspection of those retrofits shall take place within twelve (12) months from the execution of this Stipulation.

16. For each inspection, LDH shall give the United States at least twenty-one (21) days prior notice of the inspection and shall give the United States an opportunity to have its representative present for the inspection.

17. The Inspector shall set out in writing the results of his or her inspection, including any deficits, and shall send that report to LDH and to the United States.⁴ The report shall state whether the retrofits required by the applicable Appendix or approved retrofit proposal have been completed, and shall list any mandatory retrofits that were not completed.

18. If the inspection indicates that not all of the mandatory retrofits have been made as specified in the applicable Appendices, or retrofit proposals, LDH shall correct any

⁴ For purposes of this Stipulation, 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.

deficiencies within sixty (60) days and shall pay for another inspection by the same Inspector to certify that the deficiencies have been corrected. This process shall continue until the Inspector certifies that all of the necessary modifications have been made. LDH shall pay all of the Inspector's reasonable costs associated with these inspections, and such payments shall be made without regard to the Inspector's findings. Upon reasonable notice, representatives of the United States shall be permitted to inspect the modifications and/or the third-party inspection reports provided for in this Stipulation, to ensure compliance.

19. Nothing in this Stipulation shall relieve LDH of its obligations to schedule inspections and/or correct deficiencies as set forth in this Section (including, but not limited to, inspection of the retrofits that LDH is required to make prior to the expiration of the Stipulation) even if such obligations extend beyond the term of this Stipulation. LDH shall be entitled to have its representatives, agents and/or experts attend any such inspections.

VI. TRANSFER OF INTEREST IN PROPERTIES

20. During the term of this Stipulation, the sale or transfer of ownership, in whole or in part, of LDH's or EQR's interest(s) in 170 Amsterdam shall not affect the continuing obligation to retrofit, and/or conduct or allow inspections or surveys of 170 Amsterdam as specified in this Stipulation, unless LDH or EQR has obtained in writing, as a condition of sale or transfer, the purchaser or transferee's commitment to assume such obligations, so that the purchaser or transferee will be bound by the terms of this Stipulation to make retrofits and allow or conduct inspections or surveys as set forth in this Stipulation, and will be subject to the jurisdiction of this Court.

21. Should LDH or EQR decide to sell or transfer any of their ownership in 170 Amsterdam in whole or in part, or any portion thereof, prior to the completion of the retrofits specified in this Stipulation for 170 Amsterdam, LDH and EQR will, at least thirty (30) days

prior to completion of the sale or transfer: (a) provide each prospective buyer with a copy of this Stipulation and written notice that the property is subject to this Stipulation, including specifically the obligations to either (i) complete required retrofit work and allow inspections, or (ii) assign such obligations to the purchaser or transferee by obtaining the purchaser or transferee's commitment to be bound by this Order, subject to the jurisdiction of this Court; and (b) provide to the United States, by facsimile and first-class or overnight mail, written notice of the owner's intent to sell or transfer ownership, along with a copy of the notice sent to each buyer, and each buyer's name, address and telephone number.

VII. NON-DISCRIMINATION IN OTHER DESIGN AND CONSTRUCTION

22. LDH shall design and construct all new Covered Multifamily Dwellings in full compliance with either (i) the Guidelines, or (ii) a standard designated as an FHA safe harbor by the Department of Housing and Urban Development (each a "Standard").

23. For any new Covered Multifamily Dwelling that LDH constructs during the term of this Stipulation, LDH 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.⁵ LDH 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) and fixtures (*e.g.*, 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 affect accessibility. Further, prior to the completion of construction of each building, LDH shall arrange for the FHA Consultant to

⁵ Subject to consent of the United States, which shall not be unreasonably withheld, LDH may designate David Kessler or a similarly qualified accessibility consultant as the FHA Consultant for purposes of implementing this Stipulation. In that case, LDH shall ensure that the contract between it and such consultant incorporates all the applicable requirements of Section VII of this Stipulation.



conduct a visit of the building to identify any construction issues that may result in inaccessible conditions and recommend appropriate solutions.

24. The agreement or contract between LDH and the FHA Consultant shall specify that the FHA Consultant is being retained pursuant to this Stipulation. Further, within thirty (30) days of retaining the FHA Consultant, LDH shall provide a copy of this Stipulation to the FHA Consultant and secure the signed statement from the FHA Consultant acknowledging that he or she has received and read the Stipulation and has had an opportunity to have questions about the Stipulation answered. This statement shall be substantially similar to the form of Appendix D.

25. For the term of this Stipulation, LDH shall maintain, and provide to the United States upon request, the following information and statements regarding any new multifamily dwellings intended 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 (10%) 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 civil engineer(s) 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 Standard with which the design specifications comply;
- the name, address and telephone number of the architect(s) who are employed or retained by LDH and are involved with the project;

- a statement from all architect(s) who are employed or retained by LDH and are 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 Standard with which the design specifications comply.

26. If the engineering documents or architectural plans referred to in paragraph 25 are revised, and the revisions could have any impact on whether the dwellings or complex complies with the FHA, LDH shall obtain, maintain, and provide to the United States upon request, a statement from the site engineer(s) or architect(s) who are employed or retained by LDH 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 Standard with which the design specifications comply.

VIII. PAYMENTS TO AGGRIEVED PERSONS

27. Within thirty (30) days of execution of this Stipulation, LDH shall deposit in a non- interest-bearing account the sum of \$30,000 for the purpose of compensating any aggrieved persons who may have suffered as a result of inaccessible conditions at 170 Amsterdam. This deposited money shall be referred to as the "Initial Settlement Fund."

28. Within thirty (30) days of execution of this Stipulation, LDH shall place on the website for 170 Amsterdam a link to an electronic version of the Notice at Appendix E (the "Notice") in an Adobe Acrobat Portable Document Format ("PDF"). The link should state "Notice to Persons Who May Have Suffered from Inadequate Accessible Features at 170 Amsterdam," and should appear on the upper half of the website, in a conspicuous font style and color, in a font size no smaller than the font size for any of the terms "Contact US," "Book A Tour," and "Apply Online" as they appeared as on March 9, 2018.

29. Within thirty (30) days of the execution of this Stipulation, LDH shall send, by first-class mail, postage pre-paid, a copy of the Notice to each identifiable past or present resident at 170 Amsterdam. For past residents, LDH 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 170 Amsterdam. Within seventy-five (75) days of execution of this Stipulation, LDH shall provide the United States with proof that the Notices have been sent. The United States may make its own efforts to locate and provide notice to potential aggrieved persons, including by sending copies of the Notice to not-for-profit groups such as the American Federation for the Blind, the Center for Independence of the Disabled, the Brooklyn Center for Independence of the Disabled, the Bronx Independent Living Services, the Disability Law Center at New York Lawyers for the Public Interest, the Disability Rights Advocates, the Fair Housing Justice Center, the Harlem Independent Living Center, MFY Legal Services, Inc., the Legal Services of the Hudson Valley, and the United Spinal Association.

30. The United States shall investigate the claims of allegedly aggrieved persons and shall determine which persons are aggrieved and an appropriate amount of damages that should be paid to each such person. LDH shall permit the United States, upon reasonable notice, to review any records that may reasonably facilitate its investigations to locate allegedly aggrieved persons and make determinations regarding their potential claims. In addition, LDH shall identify to the United States any allegedly aggrieved person or any past, present, or prospective tenant of 170 Amsterdam who has disabilities or regular guests with disabilities, to the extent that LDH, or its employees and agents, possesses the information necessary to identify such person. The United States will inform LDH 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.

31. If LDH disputes the amount of a payment to an aggrieved person — including, but not limited to, on the ground that the claim is not related to an inaccessible condition resulting from the design and construction of 170 Amsterdam — LDH shall, within fourteen (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 LDH and shall submit, following any objection, its reconsidered determination (a “Reconsidered Determination”) to LDH, in writing, setting forth the aggrieved person and the amount that the aggrieved person shall be paid. If LDH disputes the Reconsidered Determination, it may – within twenty (20) days after receiving the Reconsidered Determination – file an application with the Court to reinstate this case and request that the Court adjudicate LDH’s objection to the Reconsidered Determination. In such event, the Court may sustain or overrule the objection.

32. LDH shall, no later than twenty (20) days after receiving a Determination to which no objection has been made, or twenty-five (25) days after receiving a Reconsidered Determination to which no objection has been filed with the Court, or ten (10) days after any decision by the Court overruling a filed objection, whichever is earliest, deliver to the United States checks payable to aggrieved persons in the amounts identified by the United States. In no event shall the aggregate of all such checks exceed \$90,000. No aggrieved person shall be paid until he/she has executed and delivered to the United States the release at Appendix F.

33. 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 Stipulation.

34. In the event that less than the total amount in the Initial 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 Stipulation, any remainder in the Initial Settlement Fund shall be paid to the United States Treasury.

IX. CIVIL PENALTIES

35. Within thirty (30) days of the execution of this Stipulation, LDH shall pay a civil penalty of \$30,000 pursuant to 42 U.S.C. § 3614(d)(1)(C) to vindicate the public interest. LDH shall pay said sum by submitting a check made payable to the "United States of America" to the United States.

X. EDUCATIONAL PROGRAM

36. Within thirty (30) days of the execution of this Stipulation, LDH shall provide a copy of this Stipulation to all of its employees involved in the design or construction of 170 Amsterdam and secure the signed statement from each current employee acknowledging that he or she has received and read the Stipulation, and has had an opportunity to have questions about the Stipulation answered. This statement shall be substantially similar to the form of Appendix G. During the term of this Stipulation, any new employee or supervisor of LDH who will be involved in the design or construction of a new Covered Multifamily Dwellings shall, within thirty (30) days after the date he or she commences an employment relationship with LDH, be given a copy of this Stipulation by LDH, and LDH shall require each such new employee to sign a statement, acknowledging that he or she has received and read the Stipulation, and has had an opportunity to have questions about the Stipulation answered. This statement shall be substantially similar to the form of Appendix G.

37. Within 30 days of the execution of this Stipulation, LDH shall provide a copy of this Stipulation to all its agents and employees involved in rental of units 170 Amsterdam, and secure the signed statement from each agent or employee acknowledging that he or she has received and read the Stipulation, and has had an opportunity to have questions about it answered. This statement shall be substantially similar to the form of Appendix G.

38. During the term of this Stipulation any new employee, agent, or supervisor of LDH who will be involved in the renting of units at 170 Amsterdam shall, within 30 days after the date he or she commences an agency or employment relationship with LDH, be given a copy of this Stipulation by LDH, and LDH shall require each such new agent or employee to sign a statement, acknowledging that he or she has received and read the Stipulation, and has had an opportunity to have questions about the Stipulation answered. This statement shall be substantially similar to the form of Appendix G.

39. In lieu of providing individuals or entities with copies of the Stipulation as required by the preceding paragraphs of Section X, LDH may instead provide a summary of the Stipulation with the United States' advance written approval of the form and content of any proposed summary.

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

41. Within ninety (90) days of the date of execution of this Stipulation, LDH and all its employees whose duties, in whole or in part, involve or will involve supervision over the development, design and/or construction of multifamily dwellings shall undergo training on the design and construction requirements of the FHA. The training shall be conducted by a qualified third-party individual, not associated with Defendants or their counsel, and approved by the United States; and any expenses associated with this training shall be paid by LDH. LDH shall provide to the United States, thirty (30) days before the training, the name(s), address(es) and telephone number(s) of the trainer(s); and copies of any training outlines and materials to be distributed by the trainers. LDH shall provide to the United States, thirty (30) days after the training, certifications executed by the LDH and covered employees confirming their attendance, in a form substantially equivalent to Appendix H.

XI. NOTICE OF LDH'S NON-DISCRIMINATION POLICY

42. Within thirty (30) days of execution of this Stipulation, and for the term of this Stipulation, Defendants shall post and prominently display in the sales or rental offices of 170 Amsterdam as well as the Ongoing Projects, a sign no smaller than ten (10) by fourteen (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.

43. For the term of this Stipulation, 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 LDH may develop or construct, LDH shall place,

in a conspicuous location, a statement that the dwelling units include features for persons with disabilities.

44. For the term of this Stipulation, LDH shall advise the United States in writing within fifteen (15) 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 LDH working at or for any such property, regarding discrimination on the basis of disability in housing. Upon reasonable notice, LDH shall also provide the United States all information it may request concerning any such complaint. LDH shall also advise counsel for the United States, in writing, within fifteen (15) days of the resolution of any complaint.

45. For the term of this Stipulation, LDH is required to preserve all records related to this Stipulation for 170 Amsterdam and any other Covered Multifamily Dwellings designed, constructed, owned, or acquired by LDH during the term of this Stipulation. Upon reasonable notice to LDH, representatives of the United States shall be permitted to inspect and copy any records of LDH or inspect any developments or residential units under LDH's control bearing on compliance with this Stipulation at any and all reasonable times, provided, however, that the United States shall endeavor to minimize any inconvenience to LDH from such inspections.

XII. LOW-INCOME HOUSING TAX CREDIT PROGRAM COMPLIANCE

46. LDH is hereby notified that, in the event that LDH fails to comply with any of the terms of this Stipulation 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).

XIII. TERM OF STIPULATION

47. This Stipulation shall, subject to Paragraph 19, remain in effect for one year following execution of the Stipulation. The parties agree that in the event LDH engages in any future conduct occurring during the term of this Stipulation 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).

48. The term of this Stipulation may be extended by the mutual written agreement of the parties, with notification to the Court.

49. The United States and the Defendants shall endeavor, in good faith, to resolve informally any differences regarding interpretation of and compliance with this Stipulation prior to seeking judicial relief. However, in the event of a material breach of this Stipulation, 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 Stipulation to seek enforcement of the terms of this Stipulation 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 Stipulation.

50. The parties agree that, without limiting Defendants' remedies at law or in equity for a breach of any non-monetary requirement of this Stipulation by the United States, specific performance is the only appropriate remedy for the United States for any failure by Defendants to implement any non-monetary requirement of this Stipulation.

XIV. TIME FOR PERFORMANCE

51. Any time limits for performance imposed by this Stipulation may be extended by the mutual written agreement of the United States and the Defendants, the consent to which shall not be unreasonably denied or withheld.

XV. MISCELLANEOUS

52. The United States and the Defendants will each bear their own costs and attorney's fees associated with this litigation.

53. The United States and the Defendants understand and agree that this Stipulation 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.

For the United States:

GEOFFREY S. BERMAN
United States Attorney

By: 

LI YU
JACOB LILLYWHITE
Assistant United States Attorneys
86 Chambers Street, 3rd Floor
New York, New York 10007
Li.Yu@usdoj.gov
Jacob.Lillywhite@usdoj.gov

DATED: March 21, 2018
New York, NY

For the Defendants:

BAKER & HOSTETLER LLP

By: 

CRAIG M. WHITE, *pro hac vice*
191 N. Wacker Drive, Suite 3100
Chicago, Illinois 60606

TORRELO H. CALVANI
45 Rockefeller Plaza
New York, New York 10111
cwhite@bakerlaw.com
tcalvani@bakerlaw.com

DATED: March 22, 2018
Chicago, IL

APPENDIX A
PUBLIC AND COMMON USE AREAS AT 170 AMSTERDAM AVENUE

As soon as reasonably possible, but no later than 12 months from the entry of this Stipulation, LDH shall make the retrofits identified in this Appendix A.

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 2

LEASING OFFICE (ADAAG)

ELEMENT	CONDITION	AGREED UPON RETROFIT
Entrance door - opening force	Opening force 12 lbs.	Will decrease opening force to 5 lbs. max.
Entrance door - closing speed	Closing speed 1.5-2 seconds	Will adjust closing speed to 3 sec. min. from 90 degrees open to 12 degrees open

LOBBY LEVEL HALLWAY AT ELEVATORS

ELEMENT	CONDITION	AGREED UPON RETROFIT
Lighting sconces (5 locations)	Protrude 6" at 77" AFF	Will adjust to protrude 4" max.; or will lower to 27" max. AFF; or will provide permanent cane detectable barrier below

MUSIC PRACTICE ROOMS

ELEMENT	CONDITION	AGREED UPON RETROFIT
Entrance door - from hallway to vestibule	Closing speed 1.5 to 2 seconds	Will adjust closing speed to 3 sec. min. from 90 degrees open to 12 degrees open
Entrance door to individual music practice rooms - threshold	1 1/16" high; 1:2 bevel	Will make flush, or provide 1/4" high max. threshold, if not beveled, or provide 1/2" max. threshold, beveled at ratio of 1:2 max.

UNISEX TOILET ROOM, LEFT

ELEMENT	CONDITION	AGREED UPON RETROFIT
Entrance door - closing speed	Closing speed 1.5-2 seconds	Will adjust closing speed to 3 sec. min. from 90 degrees open to 12 degrees open
Toilet	Centerline 20" from the side wall	Will adjust centerline to 18" from the side wall
Mirror	Reflecting surface at 42" AFF	Will lower to 40" max. AFF measured to reflecting surface

UNISEX TOILET ROOM, RIGHT

ELEMENT	CONDITION	AGREED UPON RETROFIT
Entrance door - closing speed	Closing speed 1.5-2 seconds	Will adjust closing speed to 3 sec. min. from 90 degrees open to 12 degrees open
Mirror	Reflecting surface at 40 3/4" AFF	Will lower to 40" max. AFF measured to reflecting surface

WARMING PANTRY

ELEMENT	CONDITION	AGREED UPON RETROFIT
Entrance door from hallway - closing speed	Closing speed 1.5-2 seconds	Will adjust closing speed to 3 sec. min. from 90 degrees open to 12 degrees open
Entrance door from hallway - threshold	3/4" high; 1:2 bevel	Will make flush, or provide 1/4" high max. threshold, if not beveled, or provide 1/2" max. threshold, beveled at ratio of 1:2 max.
Sink - knee clearance	27" AFF at 1 5/8" in from the front of the sink	Will adjust to 27" min. AFF at 8" min. in from the front of the sink
Door to/from the Resident Lounge - threshold	5/8" high; 1:2 bevel	Will make flush, or provide 1/4" high max. threshold, if not beveled, or provide 1/2" max. threshold, beveled at ratio of 1:2 max.

Door to/from Resident Lounge - closing speed	Closing speed 1.5-2 seconds	Will adjust closing speed to 3 sec. min. from 90 degrees open to 12 degrees open
Door swinging into Resident Lounge - opening force	Opening force 12 lbs.	Will decrease opening force to 5 lbs. max.
Door swinging into Warming Pantry - opening force	Opening force 14 lbs.	Will decrease opening force to 5 lbs. max.

FITNESS CENTER/CHILDREN'S PLAYROOM

ELEMENT	CONDITION	AGREED UPON RETROFIT
Main entrance door - opening force	Opening force 12 lbs.	Will decrease opening force to 5 lbs. max.
Drinking fountain - knee clearance	26 1/4" AFF	Will increase knee clearance to 27" min. AFF
Entrance door to Spin/Yoga room - opening force	Opening force 11 lbs.	Will decrease opening force to 5 lbs. max.
Entrance door to Spin/Yoga room - closing speed	Closing speed 1.5-2 seconds	Will adjust closing speed to 3 sec. min. from 90 degrees open to 12 degrees open
Unisex toilet room entrance door - threshold	1/2" high; 1:1 bevel	Will make flush, or provide 1/4" high max. threshold, if not beveled, or provide 1/2" max. threshold, beveled at ratio of 1:2 max.
Unisex toilet room entrance door - opening force	Opening force 7 lbs.	Will decrease opening force to 5 lbs. max.
Unisex toilet room - mirror	Reflecting surface at 41" AFF	Will lower to 40" max. AFF measured to reflecting surface
Entrance door to Children's Playroom - threshold	3/8" high; no bevel	Will make flush, or provide 1/4" high max. threshold, if not beveled, or provide 1/2" max. threshold, beveled at ratio of 1:2 max.
Entrance door to Children's Playroom - opening force	Opening force 13 lbs.	Will decrease opening force to 5 lbs. max.

Playroom entrance door - maneuvering clearance	Clearance at the latch side on the pull side of the door is obstructed by a moveable chair	Will provide 18" min. unobstructed clearance at the latch side on the pull side of the door
Playroom sink - knee clearance	27" AFF at 7/8" in from the front of the sink	Will adjust to 27" min. AFF at 8" min. in from the front of the sink

GOLF SIMULATION ROOM

ELEMENT	CONDITION	AGREED UPON RETROFIT
Entrance door - closing speed	Closing speed 1.5-2 seconds	Will adjust closing speed to 3 sec. min. from 90 degrees open to 12 degrees open
Entrance door - threshold	5/8" high; 1:2 bevel	Will make flush, or provide 1/4" high max. threshold, if not beveled, or provide 1/2" max. threshold, beveled at ratio of 1:2 max.

PET SPA

ELEMENT	CONDITION	AGREED UPON RETROFIT
Entrance door - closing speed	Closing speed 1.5-2 seconds	Will adjust closing speed to 3 sec. min. from 90 degrees open to 12 degrees open
Entrance door - threshold	3/4" high; 1:2 bevel	Will make flush, or provide 1/4" high max. threshold, if not beveled, or provide 1/2" max. threshold, beveled at ratio of 1:2 max.
Turning space	55" clearance inside the room	Will provide 60" min. diameter turning circle inside the room

LAUNDRY ROOMS

ELEMENT	CONDITION	AGREED UPON RETROFIT
Entrance door from the hallway to the elevator vestibule - closing speed	Closing speed 1.5-2 seconds	Will adjust closing speed to 3 sec. min. from 90 degrees open to 12 degrees open

Entrance door from the hallway to the elevator vestibule - threshold	5/8" high; 1:2 bevel	Will make flush, or provide 1/4" high max. threshold, if not beveled, or provide 1/2" max. threshold, beveled at ratio of 1:2 max.
Entrance door from the elevator vestibule to the laundry room - threshold	15/16" high; no bevel	Will make flush, or provide 1/4" high max. threshold, if not beveled, or provide 1/2" max. threshold, beveled at ratio of 1:2 max.
Laundry fee card kiosk	Protrudes 7" from the wall at 46" AFF	Will adjust to protrude 4" max.; or lower to 27" max. AFF; or provide permanent cane detectable barrier below.

CONFERENCE ROOM

ELEMENT	CONDITION	AGREED UPON RETROFIT
Entrance door - closing speed	Closing speed 1.5-2 seconds	Will adjust closing speed to 3 sec. min. from 90 degrees open to 12 degrees open
Entrance door - opening force	Opening force 7 lbs.	Will decrease opening force of door to 5 lbs. max.

STORAGE LOCKER ROOM

ELEMENT	CONDITION	AGREED UPON RETROFIT
Entrance door from the hallway to the vestibule - closing speed	Closing speed 1.5-2 seconds	Will adjust closing speed to 3 sec. min. from 90 degrees open to 12 degrees open
Entrance door from the hallway to the elevator vestibule - threshold	3/4" high; 1:2 bevel	Will make flush, or provide 1/4" high max. threshold, if not beveled, or provide 1/2" max. threshold, beveled at ratio of 1:2 max.
Entrance door from the vestibule to the storage room - closing speed	Closing speed 1.5-2 seconds	Will adjust closing speed to 3 sec. min. from 90 degrees open to 12 degrees open

ROOF TERRACE

ELEMENT	CONDITION	AGREED UPON RETROFIT
Entrance door from the vestibule - closing speed	Closing speed 1.5-2 seconds	Will adjust closing speed to 3 sec. min. from 90 degrees open to 12 degrees open
Television	Protrudes 5" from the wall at 42" AFF	Will adjust to protrude 4" max.; will lower to 27" max. AFF; or will provide permanent cane detectable barrier below

SERVICE ELEVATOR VESTIBULE DOORS

ELEMENT	CONDITION	AGREED UPON RETROFIT
Entrance door from the hallway to the vestibule (floors 4, 6, 7, 8, 9, 13,15, 17, and 20) - closing speed	Closing speed 1.5-2 seconds	Will adjust closing speed to 3 sec. min. from 90 degrees open to 12 degrees open

APPENDIX B
UNIT RETROFITS AT 170 AMSTERDAM

As soon as reasonably possible, but no later than 12 months from the entry of this Stipulation (unless otherwise specified below), defendant LDH shall make the retrofits listed in this Appendix B.

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

UNIT(S)	CONDITION	AGREED UPON RETROFIT
All Units	Threshold is 7/16" to 1/2" high with 1:1.5 bevel or a rounded profile	Will adjust to flush; or ¼" high max.; or ½" max. with 1:2 bevel. Retrofit will be made upon the request of a tenant or prospective tenant, upon vacancy, or within the term of the Consent Decree, whichever is the earliest.

THERMOSTAT
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 5

UNIT(S)	CONDITION	AGREED UPON RETROFIT
15A-18A (hall bathroom)	49½" AFF measured to the highest operable part.	Will lower to 48" max. AFF to the highest operable part.

ELECTRICAL OUTLETS
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 5

UNIT(S)	CONDITION	AGREED UPON RETROFIT
9B-13B, 7C, 3J-12J, 3E, 14G, 4H, 3I-12I, 3K-12K, 3M-12M, 3N-13N, 1B	13 3/4" to 14 1/2" AFF measured to the centerline of the outlets.	Will provide power strips such that outlets are at or above 15" AFF upon the request of a tenant or prospective tenant

end

KITCHEN OUTLETS
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 5

UNIT(S)	CONDITION	AGREED UPON RETROFIT
2F	Outlet right of the range is 11½" from side wall	Will increase to 12" min. from the side wall measured to the centerline of the outlet nearest the side wall upon the request of a tenant or prospective tenant

KITCHEN CLEARANCE
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7, SEC. (1)(a)

UNIT(S)	CONDITION	AGREED UPON RETROFIT
3K-12K	Centerline of sink is 22½" from the adjacent base cabinet; no removable base cabinet at the sink	In 3 units, will install a removable base cabinet with finished wall and floor surfaces below the lavatory upon the request of a tenant or prospective tenant, upon vacancy, or within the term of the Consent Decree, whichever is the earliest. In the other 7 units, will install a removable base cabinet with finished wall and floor surfaces below the lavatory upon the request of a tenant or prospective tenant.
18D	Refrigerator in corner location — centerline 18" from side wall, no forward approach	Will provide for refrigerator with centerline 24" min. from sidewall for a centered side approach upon the request of a tenant or prospective tenant

APPENDIX C

**NOTICE OF RETROFITS TO PUBLIC AND COMMON USE AREAS
OF 170 AMSTERDAM AVENUE**

To Our Residents and Prospective Residents:

Federal law requires that the public and common use areas at 170 Amsterdam Ave. contain accessibility features for persons with disabilities. Within the next twelve months, we will be undertaking a program of retrofits to the public and common use areas to make them more accessible to persons with disabilities. A list of mandatory retrofits we will be undertaking is available at the leasing office. We do not anticipate that current residents will have to be relocated during the term of their tenancy or that prospective residents will have their move-in dates delayed because of the retrofits we will be undertaking.

Should you have questions regarding this letter, please contact the leasing office at 170 Amsterdam Ave., or the United States Attorney's Office, Southern District of New York, at (212) 637-0840.

Sincerely,
Lawrence Downtown Holdings LLC

am

APPENDIX D

NOTICE TO RESIDENTS OR PROSPECTIVE RESIDENTS OF RETROFITS FOR 170 AMSTERDAM AVENUE, WHICH MUST BE SCHEDULED WITHIN THE NEXT TWELVE MONTHS

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, certain apartments at 170 Amsterdam Avenue to provide greater accessibility for people with disabilities. Your unit or prospective unit is one of those that has been identified as appropriate for certain retrofits. We want you to know that you may request to have your apartment, or prospective apartment, modified now at no cost to you. Should you have to move out temporarily, we will pay reasonable relocation and housing expenses while the modifications are being made.

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

- Modification of door entry thresholds to ensure accessibility to persons in wheelchairs;
- Modification of certain kitchen cabinets to ensure usability by persons with disabilities; or
- Lowering of thermostats and installation of power strips.

While you do not have to request the modifications now, you should be aware that some of this work may be required at some point during the term of your lease. A representative will be contacting you soon to review these modifications and to discuss a time frame within which these modifications may be made.

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

cmw

APPENDIX E

**NOTICE TO PERSONS WHO MAY HAVE SUFFERED FROM INADEQUATE
ACCESSIBLE FEATURES AT 170 AMSTERDAM AVENUE**

On _____, 2018, a settlement was reached to resolve a lawsuit brought by the United States Department of Justice in the United States District Court for the Southern District of New York, which alleged that certain developers 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 170 Amsterdam Avenue.

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

- WAS DISCOURAGED FROM LIVING AT 170 AMSTERDAM AVENUE BECAUSE OF THE LACK OF ACCESSIBLE FEATURES;
- HAS BEEN HURT IN ANY WAY BY THE LACK OF ACCESSIBLE FEATURES AT 170 AMSTERDAM AVENUE; OR
- PAID TO HAVE AN APARTMENT AT 170 AMSTERDAM AVENUE MADE MORE ACCESSIBLE TO PERSONS WITH DISABILITIES.

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

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

NOTE: You must call or write no later than _____, 201__.

end

APPENDIX F

RELEASE FORM

In consideration of the payment of the sum of _____ dollars (\$_____), pursuant to the settlement reached in *United States v. Lawrence Downtown Holdings LLC* et al., 17 Civ. 274 (JPO) (S.D.N.Y.), I hereby release Lawrence Downton Holdings LLC, Equity Residential, and ERP Operating Limited Partnership from any and all liability for any claims, legal or equitable, I may have against them arising out of any discrimination on the basis of disability resulting from the design and construction of 170 Amsterdam Avenue in Manhattan.

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

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

(Signature)

(Print name)

(Date)

end

APPENDIX G

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STIPULATION

I, _____, am an employee of Lawrence Downtown Holdings LLC and my duties include _____. I have received and read a copy of the Settlement Stipulation between the United States and the Defendants in *United States v. Lawrence Downtown Holdings LLC et al.*, 17 Civ. 274 (JPO) (S.D.N.Y.), or a summary thereof, and have been given instruction on (1) the terms of this Settlement Stipulation, (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 Stipulation and the Fair Housing Act. I have had all of my questions concerning the Settlement Stipulation answered to my satisfaction.

_____, 201_____

Employee Signature

enw

APPENDIX H

CERTIFICATION OF FAIR HOUSING TRAINING

On _____, I attended training on the federal Fair Housing Act, including its requirements concerning physical accessibility for persons with disabilities. 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

Cnn