

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

FILED  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.

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LONG ISLAND OFFICE

United States of America, )  
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Plaintiffs, )  
 )  
v. )  
 )  
Sayville Development Group, LLC, )  
a/k/a Sayville Development Corp., )  
Stephen Ray Fellman, )  
Paul J. Aniboli, )  
Stephen Fellman, Architect, P.C., )  
Broadway Partners Development Group, LLC, )  
Oak Creek Partners, LLC, )  
Home Properties Sayville, LLC, and )  
CLPF-Broadway Knolls, LP, )  
 )  
Defendants. )

CV 07-3622 (JFB) (ARL)

**CONSENT ORDER**

**I. Introduction**

1. Plaintiff, the United States of America and Defendants Sayville Development Group, LLC, Paul J. Aniboli, Stephen Fellman, Architect, P.C., Broadway Partners Development Group, LLC, Oak Creek Partners, LLC, (collectively, "the Defendants"); and, Stephen Ray Fellman ("Defendant Fellman"); and, Federal Rules of Civil Procedure, Rule 19 Necessary Parties, Home Properties Sayville, LLC, and CLPF-Broadway Knolls, LP (collectively, "Rule 19 Defendants"), agree to the terms of this Consent Order resolving the allegations in the United States' Amended Complaint.

2. This action is brought by the United States to enforce provisions of Title VIII of the Civil Rights Act of 1968 ("the Fair Housing Act" or "FHA") as amended, 42 U.S.C. §

3601 et seq. Specifically, the Amended Complaint alleges that the Defendants and Defendant Fellman engaged in a pattern or practice of discrimination against persons with disabilities by failing to design and construct Sayville Commons Apartments in Sayville, NY, ("Sayville Commons"), Broadway Knolls Apartments in Holbrook, NY, ("Broadway Knolls") and Oak Creek Commons Condominiums in Oakdale, NY, ("Oak Creek Commons") with the features of accessible and adaptable design and construction required by 42 U.S.C. § 3604(f)(3)(C). The subject properties are subject to the design and construction requirements of the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(C).

3. Defendant Sayville Development Group, LLC, is a limited liability corporation incorporated under the laws of New York with a principal place of business in West Bayshore, New York. Sayville Development Group, LLC, was the builder and developer of Sayville Commons and, in those capacities, designed and constructed the complex.

4. Defendant Broadway Partners Development Group, LLC, is a limited liability corporation incorporated under the laws of New York with a principal place of business in West Bayshore, New York. Broadway Partners Development Group, LLC, was the builder and developer of Broadway Knolls and, in those capacities, designed and constructed the complex.

5. Defendant Oak Creek Partners, LLC, is a limited liability corporation incorporated under the laws of New York with a principal place of business in West Bayshore, New York. Oak Creek Partners, LLC, was the builder and developer of Oak Creek Commons and, in those capacities, designed and constructed the complex.

6. Defendant Stephen Fellman, Architect, P.C., is an architectural firm with a

principal place of business in Amityville, New York ("Fellman, P.C."). Defendant Fellman, P.C., was the architectural firm responsible for the design of Sayville Commons, Broadway Knolls, and Oak Creek Commons.

7. Defendant Fellman is an architect licensed by the State of New York, whose principal place of business is Amityville, New York. Defendant Fellman is the principal owner of Fellman, P.C., which is the architectural firm primarily responsible for the design of Sayville Commons, Broadway Knolls, and Oak Creek Commons.

8. Defendant Paul J. Aniboli is a managing member of Sayville Development Group, LLC, Broadway Partners Development Group, LLC, and Oak Creek Partners, LLC, and, in those capacities, personally participated in the design and construction of Sayville Commons, Broadway Knolls, and Oak Creek Commons.

9. Rule 19 Defendant Home Properties Sayville, LLC, is incorporated under the laws of New York, with a principal place of business in Rochester, New York. On or about July 15, 2005, Defendant Sayville Development Group, LLC, sold Sayville Commons to Defendant Home Properties Sayville, LLC. Defendant Home Properties Sayville, LLC, is currently the owner of Sayville Commons and, in that capacity, is a party necessary to this lawsuit in whose absence complete relief cannot be afforded to the United States.

10. Rule 19 Defendant CLPF-Broadway Knolls, LP, is a Delaware limited partnership, with a principal place of business in New York, New York. On or about March 30, 2007, Defendant Broadway Partners Development Group, LLC, sold Broadway Knolls to CLPF-Broadway Knolls, LP. Rule 19 Defendant CLPF-Broadway Knolls, LP, is currently the

owner of Broadway Knolls and, in that capacity, is a party necessary to this lawsuit in whose absence complete relief cannot be afforded to the United States.

## **II. Relevant Requirements of the Fair Housing Act**

11. The Fair Housing Act provides that, for non-elevator residential buildings with four or more dwelling units, all ground floor units that are designed and constructed for first occupancy after March 13, 1991, are "covered units" and must include features of accessible and adaptable design to make such units accessible to and usable by persons with a disability. 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(B).

12. The accessible and adaptable design provisions of the Fair Housing Act concerning covered multifamily dwellings require that: (i) the public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability; (ii) all 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; and (iii) all premises within such dwellings contain the following features of adaptive design: (I) an accessible route into and through the dwelling; (II) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; (III) reinforcements in bathroom walls to allow later installation of grab bars; and (IV) usable kitchens and bathrooms such that an individual using a wheelchair can maneuver about the space. 42 U.S.C. § 3604(f)(3)(C). These features are referenced in this Consent Order as the "FHA accessible design requirements."

**III. Violations at the Subject Properties: Sayville Commons, Broadway Knolls and Oak Creek Commons**

**A. Sayville Commons**

13. Sayville Commons is a "55-and-over" multi-family apartment complex consisting of 342 units in 21 two-story buildings in Sayville, NY. The residential buildings do not have elevators. 20 of the 21 two-story buildings are solely residential; the other building contains a community room, the leasing office, and apartments. Nine of the residential buildings have attached garages and there are six detached garages with space for five to eleven cars each. Construction at Sayville Commons was completed on or about February 17, 2005. The 171 first-floor units at Sayville Commons are "covered multifamily dwellings" within the meaning of 42 U.S.C. § 3604(f)(7)(B).

14. Pursuant to a site inspection conducted on April 7-8, 2008, the United States has identified elements of Sayville Commons that do not meet the FHA's accessible design requirements and are not readily accessible to and usable by a person with a disability. These deficiencies include, but are not limited to:

- a. public and common use areas that are not readily accessible to and usable by persons with a disability;
- b. doors designed to allow passage into and within all premises within such dwellings that are not readily accessible to and usable by persons with a disability;
- c. covered dwelling units and common use areas with interiors that are not readily accessible to and usable by persons with a disability.

**B. Broadway Knolls**

15. Broadway Knolls is a multi-family apartment complex consisting of 284 units in Holbrook, New York. The residential buildings do not have elevators. There are nine detached garage buildings each containing four, six or eight individual one-car garage units. Construction at Broadway Knolls was completed on or about June 6, 2007. There are 142 apartments that are first-floor units and are "covered multifamily dwellings" within the meaning of 42 U.S.C. § 3604(f)(7)(B).

16. Pursuant to a site inspection conducted on October 6-7, 2008, the United States has identified elements of Broadway Knolls that do not meet the FHA's accessible design requirements and are not readily accessible to and usable by persons with a disability. These deficiencies include, but are not limited to:

- a. public and common use areas that are not readily accessible to and usable by persons with a disability;
- b. doors designed to allow passage into and within all premises within such dwellings that are not readily accessible to and usable by persons with a disability;
- c. covered dwelling units and common use areas with interiors that are not readily accessible to and usable by persons with a disability.

**C. Oak Creek Commons**

17. Oak Creek Commons is a multi-family condominium complex consisting of 32 units in Oakdale, New York. The residential buildings do not have elevators. There are 16

condominiums that are first-floor units and are "covered multifamily dwellings" within the meaning of 42 U.S.C. § 3604(f)(7)(B).

18. Pursuant to a site inspection conducted on October 7, 2008, the United States has identified elements of Oak Creek Commons that do not meet the FHA's accessible design requirements and are not readily accessible to and usable by persons with a disability. These deficiencies include, but are not limited to:

- a. doors designed to allow passage into and within all premises within such dwellings that are not readily accessible to and usable by persons with a disability;
- b. covered dwelling units and common use areas with interiors that are not readily accessible to and usable by persons with a disability.

**D. Compliance**

19. The Defendants have brought Oak Creek Commons into substantial compliance with the Fair Housing Act and have agreed to retrofit Sayville Commons and Broadway Knolls as set forth in this Consent Order.

20. The Rule 19 Defendants shall, subject to the access agreements described below, allow the Defendants and Defendant Fellman all reasonable access to Sayville Commons and Broadway Knolls in order to comply with all terms of this Consent Order.

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

21. The parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1341 and 1345 and 42 U.S.C. § 3614(a). The parties further

agree that the controversy should be resolved without further proceedings and without an evidentiary hearing.

It is hereby **ORDERED AND ADJUDGED** as follows:

**V. General Injunction**

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

**VI. Retrofit of All Ground Floor Units and the Public and Common Use Areas at Sayville Commons and Broadway Knolls**

23. The parties recognize that Sayville Commons and Broadway Knolls do not meet the accessibility requirements of the Fair Housing Act. To address these violations, the Defendants agree to take the following corrective actions:<sup>1</sup>

24. No later than thirty (30) days following entry of this Consent Order, the Defendants and Defendant Fellman shall enter into access agreements with the Rule 19 Defendants concerning entry onto Sayville Commons and Broadway Knolls to complete the retrofits required by this Consent Order. The access agreement(s) shall, at a minimum, require the Defendants to: (1) indemnify and hold harmless the Rule 19 Defendants from any damages

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<sup>1</sup> HUD regulations provide that "[a] public or common use area that complies with the appropriate requirements of ANSI A117.1-1986 or a comparable standard is accessible." *See* 24 C.F.R. 100.201 (2002). HUD interprets "comparable standard" to mean a "standard that affords handicapped persons access essentially equivalent to or greater than that required by ANSI A117.1." *See* 54 Fed. Reg. 3243 (Jan 23, 1989). Should Defendants elect to follow a standard other than ANSI for making the public and common-use areas accessible, they will inform the United States in writing of the standard. Such standard must provide access that is "essentially equivalent" to or "greater" than ANSI A117.1 (1986).



caused or injuries suffered to persons or property on the subject properties as a result of any corrective measures taken by the Defendants pursuant to this Consent Order; (2) comply with all laws, statutes, ordinances, rules, and regulations applicable to the Defendants' activities on the subject properties; (3) defend, indemnify, and hold harmless the Rule 19 Defendants for any violation thereof; (4) furnish the Rule 19 Defendants with proof of comprehensive insurance, including general liability insurance with satisfactory coverage; (5) select contractors and sub-contractors to undertake the corrective measures required by this Consent Order that are acceptable to the Rule 19 Defendants; (6) obtain all permits and approvals required to undertake the corrective measures required by this Consent Order; (7) complete the corrective measures required by this Consent Order within the time required by this Consent Order (subject to the extensions of time permitted by paragraph 34 herein) with minimal interference to the operation of the subject complexes; (8) complete the corrective measures required by this Consent Order on a lien-free basis; and (9) submit satisfactory evidence of (a) completion of the corrective measures in accordance with the Consent Order, and (b) full and final payment of all contractors and subcontractors involved in the corrective measures.

25. Within nine months of entry of this Consent Order, the Defendants shall retrofit all public and common use areas identified in the Accessible Route Maps attached under Appendices A and B, so as to be fully compliant with the FHA and the Fair Housing Accessibility Guidelines issued by HUD.

26. Within twelve months of entry of this Consent Order, the Defendants shall retrofit all unit and property features identified in the Detailed Retrofit Tables for Sayville

Commons and Broadway Knolls as set forth in Appendices C and D respectively.

27. Rule 19 Defendant Home Properties will contribute the sum of Thirty-Five Thousand Dollars (\$35,000.00) to Defendant Paul J. Aniboli for purposes of completing all retrofits required under this Consent Order under ¶¶ 25 and 26 herein to be held in escrow by Rule 19 Defendant Home Properties or a subsequent purchaser, pending final approval of the exterior retrofits by the United States of America. It is understood and agreed that Rule 19 Defendant Home Properties is not responsible under this Consent Order for the retrofitting of any aspect of the exterior of Sayville Commons, as referenced in ¶ 25 herein, or anywhere else in this Consent Order, regardless as to whether it had made any modification or retrofit to same after the sale, as said retrofits are the sole and exclusive responsibility of the Defendants.

28. Additionally, with regard to Sayville Commons, Defendant Paul J. Aniboli agrees to the following milestones:

| Milestone  | Target Date (On or Before Activity)           |
|--|---|
| 1. Commence all interior work at Dwelling Units listed in Appendix "C" and/or "D"                  | 30 Days from execution of this Consent Order  |
| 2. Complete all interior work at Dwelling Units listed in Appendix "C" and/or "D"                  | 120 days from execution of this Consent Order |
| 3. Commence all interior work at amenity areas and common spaces listed in Appendix "C" and/or "D" | 121 days from execution of this Consent Order |
| 4. Complete all interior work at amenity areas and common spaces listed in Appendix "C" and/or "D" | 180 days from execution of this Consent Order |
| 5. Commence all exterior work at   | 181 days from execution of this Consent       |

|    |   |   |
|----|---|---|
|    | amenity areas and common spaces listed in Appendix "C" and/or "D"                               | Order   |
| 6. | Complete all exterior work at amenity areas and common spaces listed in Appendix "C" and/or "D" | 365 days from execution of this Consent Order |

29. Within sixty (60) days of entry of this Consent Order, the Defendants shall deliver or mail a copy (with a carbon copy to the Rule 19 Defendants) of the Notice of Retrofits to Interior of Ground Floor Units (Appendix F) to all ground-floor tenants at Sayville Commons and Broadway Knolls, notifying them of: (1) the requirement that their apartments must be retrofitted within 12 months of entry of this Consent Order; (2) their option of having the retrofits performed on their units immediately; and, (3) their right to compensation for any necessary dislocation caused by performance of these modifications to their units.

30. With respect to retrofits to be performed at Sayville Commons and Broadway Knolls, the United States and the Defendants shall consult with the Rule 19 Defendants to ensure that the modifications required by this Consent Order shall be reasonably consistent with and reasonably equivalent to that which is replaced, and to minimize any undue hardship to the residents.

31. If any tenant at any of the dwellings subject to this Consent Order is dislocated as a result of any retrofits under this Consent Order, the Defendants shall reimburse such tenant(s) for all expenses arising from the dislocation within seven days of receiving proof of the expenses incurred. Said reimbursement shall be disbursed from the Retrofit Fund

described in paragraph 61 below, and no additional contribution by the Defendants will be made.

32. If the Defendants have any ownership or management interest in covered multifamily dwellings at the time any retrofits are made on such dwellings, they may not charge any additional rent, deposit or other fee for the units in which retrofits are implemented solely because of the contemplated or completed modifications.

## **VII. Inspections**

33. The Defendants shall enter into a contract with a neutral inspector approved by the United States ("Inspector") to conduct on-site inspections of the retrofits that have been performed under this Consent Order to determine if they have been completed in accord with the specifications agreed to for each property as set forth in Appendices A, B, C, and D.

34. The inspection of the public and common use areas shall take place within 30 days of the completion of all of the retrofits to the public and common use areas and the inspections of the retrofits to the unit interiors shall take place within 60 days of the completion of the retrofits to all retrofitted units. The Defendants shall give the United States and the Rule 19 Defendants at least three weeks' notice of the inspections and shall give the United States an opportunity to have its representative present for the inspections.

35. The Inspector shall set out the results of each inspection, including deficits, if any, in writing and shall send that report to the Defendants and Counsel for the United States.<sup>2</sup>

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<sup>2</sup> One copy of each report should be sent to the following: (1) Chief, Steven H. Rosenbaum, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G St. NW, Suite 7002, Washington, D.C. 20006530, Attn: DJ# 175-52-254; and

If the inspection indicates that not all of the required retrofits have been made as specified in this Consent Order, the Defendants shall correct any deficiencies within a reasonable period of time as determined by the Inspector, 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.

36. The Defendants shall pay all of the Inspector's costs associated with these inspections, and such payments shall be made without regard to the Inspector's findings.

37. Upon reasonable notice to the Defendants and the Rule 19 Defendants, representatives of the United States shall be permitted to inspect the retrofits made by the Defendants provided, however, that the United States shall endeavor to minimize any inconvenience caused by such inspections.

38. If any party cannot reach agreement on the retrofits to be performed and/or any of the other terms required under Section VII of this Consent Order, the matter shall be determined by the Court. Regardless of any such failure to reach agreement, the Defendants shall be required to complete all retrofits within the time frames set forth in this Consent Order unless otherwise agreed upon in writing by the parties or otherwise ordered by the Court. The United States shall not unreasonably withhold or delay approval of reasonable requests for extensions to complete the retrofits where the Defendants have acted in good

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(2) Diane Leonardo, Assistant U.S. Attorney, United States Attorney's Office, 610 Federal Plaza, Central Islip, NY 11722. All other documents or communications required to be sent to the United States by this Consent Order shall be sent by commercial (non-USPS) express delivery to the above addresses or as otherwise directed in this Consent Order. Faxes shall be sent to (202) 514-1116 and (631) 715-7920.

faith and have commenced the work in a timely fashion.

### **VIII. Sale or Transfer of Ownership**

39. The sale or transfer of ownership, in whole or in part, of any of the covered multifamily dwellings subject to this Consent Order shall not affect any of the Defendants' obligations specified in this Consent Order. Should any Rule 19 Defendant decide to sell or transfer ownership, in whole or in part, of any covered multifamily dwellings subject to this Consent Order before fulfillment of all terms of this Order, it will provide to the United States, by facsimile and first class mail, written notice of each buyer's name, address and telephone number within seven (7) days following the execution of a purchase agreement and also insert the following statement or one substantially similar to the statement in any Purchase and Sale Agreement:

"Purchaser acknowledges and agrees that Seller is a Rule 19 necessary party to that certain lawsuit styled as *United States of America, Plaintiff, v. Sayville Development Group, LLC a/k/a Sayville Development Corp., Stephen Ray Fellman, Paul J. Aniboli, Stephen Fellman, Architect, P.C., Broadway Partners Development Group, LLC, Oak Creek Partners, LLC, Home Properties Sayville, LLC and CLPF - Broadway Knolls, LP, Defendants*, Civil Action No. 07-3622 (JFB) (ARL), in the United States District Court for the Eastern District of New York (the "FHA Lawsuit") and that, prior to the effective date, Purchaser has been given an opportunity to conduct a review of the filings and pleadings in connection with the FHA Lawsuit that Purchaser so desired. Pursuant to the FHA Lawsuit, it is alleged that Defendants Sayville Development Group, LLC a/k/a Sayville Development Corp., Stephen Ray Fellman, Paul J. Aniboli, Stephen Fellman, Architect, P.C. (collectively, "Original Developer") designed and/or constructed the Property so that it does not comply with the requirements of the Fair Housing Act concerning access for persons with disabilities. There are no allegations of wrongdoing against the Seller in the FHA lawsuit."

**IX. Additional Responsibilities of Rule 19 Defendants**

40. The Rule 19 Defendants shall, subject to the access agreements described in paragraph 24 above, allow the Defendants and Defendant Fellman sufficient access to the public and common use areas and the individual dwelling units at Sayville Commons and Broadway Knolls to ensure that any retrofits and/or inspections required under this Consent Order to bring the complexes into compliance with the accessibility provisions of the Fair Housing Act can be made in the manner and timing set forth by this Consent Order.

41. The Rule 19 Defendants shall, subject to the access agreements described in paragraph 24 above, exert their best efforts to cooperate with the Defendants, Defendant Fellman, and their agents so that all retrofits are completed promptly and with minimum inconvenience to the tenants.

42. If any Rule 19 Defendant receives a request for retrofits from a current tenant of a ground-floor unit, it shall refer that request to both the Defendants and the United States within 15 days of receipt from the tenant.

43. Within five days of learning that a unit is vacant or is to become vacant, the Rule 19 Defendants shall inform the Defendants that the unit is or will be vacant and available for retrofits.

44. The Rule 19 Defendants may not charge any additional rent, deposit or other fee for the units in which retrofits are implemented because of the contemplated or completed retrofits.

45. For the duration of this Consent Order, the Rule 19 Defendants shall have the

option to either include a provision in all new leases or lease renewals for the subject units specifying that the Defendants shall have the right to modify or retrofit the apartment unit in accordance with the terms of this Consent Order as well as a provision stating that "kitchen and bathroom sink cabinets in ground-floor units can be converted to removable cabinets upon request and at no cost to the tenant," or, provide this same information in an addendum to the lease or lease renewal, or in a notice that accompanies the lease or the lease renewal.

**X. Non-Discrimination in Future Design and Construction**

46. All future covered multifamily housing (multifamily housing that is designed and constructed for first occupancy after March 13, 1991) designed or constructed by the Defendants and Defendant Fellman after the date of this Consent Order shall comply with the accessibility requirements of the Fair Housing Act.

47. For the duration of this Consent Order, the Defendants shall maintain and provide to the United States the following information and statements regarding any covered multi-family dwellings they, or any entities in which they have a position of control as an officer, director, member, or have a ten-percent (10%) or larger ownership share intend to develop, build, design, and/or engineer in whole or in part within thirty (30) days of having such intention:

- a. the name and address of the project;
- b. a description of the project and the individual units;
- c. the name, address, and telephone number of the civil engineer(s) involved with the project;



- d. a statement, similar to Appendix H, from the civil engineer(s) involved with the project acknowledging and describing his/her knowledge of and training in the requirements of the Fair Housing Act in the field of accessible site design and 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 Fair Housing Act and the Fair Housing Accessibility Guidelines;
- e. the name, address and telephone number of the architect(s) involved with the project;
- f. a statement, similar to Appendix H, from the architect(s) or engineer(s) acknowledging and describing his/her knowledge of and training in the requirements of the Fair Housing Act and in the field of accessible building and housing design and certifying that he/she has reviewed the architectural plans for the project and that the design specifications therein comply fully with the requirements of the Fair Housing Act and the Fair Housing Accessibility Guidelines; and,
- g. if the engineering documents or architectural plans are revised and the revisions could have any impact on the accessibility of the dwellings or complex the Defendants shall obtain and maintain (and provide to the United States upon request) a statement from the site engineer or architect, as applicable, that all specifications in the

revised engineering documents or architectural plans comply with the requirements of the Fair Housing Act and the Fair Housing Accessibility Guidelines.

48. For the duration of this Consent Order, if Defendant Fellman and/or Defendant Fellman, P.C., prepare any site plans, architectural plans, drawings or blueprints for covered multifamily housing, each shall include on such plans, drawing or blueprints, a statement that they comply with the Fair Housing Act and the Fair Housing Accessibility Guidelines issued by HUD. For the duration of this Consent Order, Defendant Fellman and Defendant Fellman, P.C., shall, upon request, provide to the United States a list of all such multifamily housing that each has designed or is designing.

#### **XI. Educational Program**

49. Within 30 days of the entry of this Consent Order, the Defendants and Defendant Fellman shall provide a copy of this Consent Order to all their agents and employees involved in the design, construction, rental, or sale of covered multifamily dwellings and secure a signed statement from each agent or employee acknowledging that he or she has received and read the Consent Order and had an opportunity to have questions about the Consent Order answered. This statement shall be substantially in the form of Appendix G.

50. For the duration of this Consent Order, each new agent or employee involved in the design, construction, rental, or sale of covered multifamily dwellings shall be given a copy of this Consent Order and be required to sign a statement acknowledging

that he or she has received and read the Consent Order and had an opportunity to have questions about the Consent Order answered within 30 days after the date of commencing an agency or employment relationship with Defendant Fellman and/or the Defendants.

This statement shall be substantially in the form of Appendix G.

51. The Defendants and Defendant Fellman shall also ensure that, within 30 days of entry of this Consent Order, that they and any other employees and agents who have supervisory authority over the design and/or construction of covered multifamily dwellings have a copy of, are familiar with, and have personally reviewed, the Fair Housing Accessibility Guidelines (56 Fed. Reg. 9472) (1991) and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, *A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act*, (August 1996, Rev. April 1998). The Defendants and Defendant Fellman and all employees and agents whose duties, in whole or in part, involve the sale and/or rental of any multifamily dwellings at issue in this case shall be informed of those portions of the Fair Housing Act that relate to accessibility requirements, reasonable accommodations, and reasonable modifications.

52. Within 90 days of the date of entry of this Consent Order, the Defendants and Defendant Fellman, and all their employees and agents whose duties, in whole or in part, involved supervisory authority over the development, design and/or construction of the subject properties shall undergo training on the design and construction requirements of the Fair Housing Act. A qualified third party, unconnected to the Defendants or their employees, agents or counsel, and approved by the United States, shall conduct the training, and any expenses

associated with this training shall be borne by the Defendants and Defendant Fellman. The Defendants and Defendant Fellman shall provide to the United States, within 30 days after the training, the name(s), address(es) and telephone number(s) of the trainer(s); copies of the training outlines and any materials distributed by the trainers; and certifications executed by the Defendants and Defendant Fellman and their covered employees and agents confirming their attendance, in a form substantially equivalent to Appendix I.

53. Anything to the contrary notwithstanding, Defendant Fellman shall not be required to attend a training beyond a 50 mile radius of his place of business, or one that exceeds a full business day in duration (hereinafter the "Program Criteria"). In the event a training program meeting the Program Criteria is not available within the ninety (90) day period following entry of this Consent Order, Defendant Fellman shall be entitled to an extension up to another ninety (90) days to complete the requisite training.

## **XII. Notice of the Defendants' Non-Discrimination Policy**

54. Within 10 days of the date of entry of this Consent Order, the Defendants, Defendant Fellman, and the Rule 19 Defendants shall post and prominently display in the sales or rental offices of all covered multifamily dwellings owned or operated by them a sign no smaller than 10 by 14 inches indicating that all dwellings are available for rental without discrimination on the basis of disability. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

55. For the duration of this Consent Order, in all future advertising in newspapers, pamphlets, brochures and other promotional literature regarding the existing complexes or any

new complexes that any of the Defendants may develop, design, or construct, such Defendant(s) shall place, in a conspicuous location, a statement that the dwelling units include the accessibility features for persons with disabilities required by the Fair Housing Act.

**XIII. Notification and Document Retention Requirements**

56. Within 100 days after the date of entry of this Consent Order, the Defendants and Defendant Fellman shall submit to the United States an initial report regarding the signed statements of the Defendants' employees and agents who have completed the training program specified in Section XI of this Consent Order. Thereafter, during the term of this Consent Order, the Defendants and Defendant Fellman shall, on the anniversary of the entry of this Consent Order, submit to the United States a report containing the signed statements of new employees and agents stating, in accordance with Section XI of this Consent Order, that they have received and read the Consent Order and had an opportunity to have questions about the Consent Order answered. The last of these reports shall be submitted at least 60 days before expiration of the Consent Order.

57. The Defendants, Defendant Fellman, and the Rule 19 Defendants shall advise the United States in writing within 15 days of receipt of any fair housing complaint filed in federal, state or local administrative agency, or a federal or state court against any property owned or managed or designed by any one of them, or against any employees or agents of either one of the them, regarding discrimination on the basis of disability, or regarding retaliation, in housing. Upon reasonable notice, the Defendants, Defendant Fellman, and the Rule 19 Defendants shall also provide the United States all information it may request

concerning any such complaint. The Defendants, Defendant Fellman, and the Rule 19 Defendants shall also notify the United States in writing within 15 days of the resolution of any such complaint.

58. For the term of this Consent Order, the Defendants, Defendant Fellman, and the Rule 19 Defendants, are required to preserve all records related to this Consent Order for Sayville Commons, Broadway Knolls, and Oak Creek Commons.

59. Upon reasonable notice to the Defendants, Defendant Fellman, and the Rule 19 Defendants, representatives of the United States shall be permitted to inspect and copy any records bearing on compliance with this Consent Order at any and all reasonable times, provided, however, that the United States shall endeavor to minimize any inconvenience to these entities from such inspections.

#### **XIV. Additional Retrofits**

60. Within sixty (60) days of entry of this Consent Order, the Defendants shall permanently attach metal placards to the cabinet under each non-accessible kitchen and bathroom sink and lavatory present in every ground-floor unit at Sayville Commons and Broadway Knolls, as previously identified in the United States' inspection reports. The placards shall be attached at a prominent location on the cabinet and shall state, in a readily readable typeface style and size: "This cabinet can be converted to a removable cabinet upon request and at no cost to the tenant."

61. Within 60 days of entry of this Consent Order, the Defendants shall set aside five thousand dollars (\$5,000.00) in an interest-bearing account ("Retrofit Fund") for the

purpose of paying for cabinet retrofits requested by tenants under this Section.

62. Rule 19 Defendants shall promptly inform and forward to the Defendants and the United States any request made by any tenant, or tenant representative, asking for a retrofit of one or more cabinets.

63. Within two days of receiving a request for a cabinet retrofit, the Defendants shall contact the requesting tenant by phone and/or in writing to schedule the retrofit(s) on a date convenient to the tenant.

64. For a period of one year after entry of this Consent Order, the Defendants shall retrofit each cabinet requested to be retrofitted under this Section to be removable and fully compliant with ANSI A117.1-1986 (or more recent versions). All such retrofits shall be paid out of the Retrofit Fund.

65. All monies remaining in the Retrofit Fund one year after entry of this Consent Order shall be used by the Defendants to retrofit cabinets in ground-floor units of the Rule 19 Defendants' choice until all funds are exhausted.

66. The Defendants must complete all retrofits required under this Section by the end of the second year after entry of this Consent Order.

67. Within thirty (30) days of the exhaustion of all retrofit funds, the neutral Inspector shall conduct on site inspections of the additional retrofits that have been performed under this Section to determine if they have been completed in accord with the specifications in this Consent Order and the Fair Housing Act. The Defendants shall pay all of the Inspector's costs associated with these inspections, and such payments shall be

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made without regard to the Inspector's findings.

68. The Defendants shall give the United States at least three weeks' notice of the inspections and shall give the United States an opportunity to have its representative present for the inspections.

69. The Inspector shall set out the results of each inspection, including deficits, if any, in writing and shall send that report to Counsel for the United States, the Defendants and the Rule 19 Defendants. If the inspection indicates that not all of the required retrofits have been made as specified in this Consent Order, the Defendants shall correct any deficiencies within a reasonable period of time as determined by the Inspector, 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.

70. The Defendants shall pay all of the Inspector's costs associated with these inspections, and such payments shall be made without regard to the Inspector's findings.

71. Upon reasonable notice to the Defendants and the Rule 19 Defendants, representatives of the United States shall be permitted to inspect the retrofits made by the Defendants under this Section, provided, however, that the United States shall endeavor to minimize any inconvenience caused by such inspections.

72. If any party cannot reach agreement on the retrofits to be performed and/or any of the other terms required under this Section, the matter shall be determined by the Court.



**XV. Monetary Relief to Aggrieved Persons**

73. Within thirty (30) days of the date of entry of this Consent Order, the Defendants shall pay a total of thirty-two thousand five hundred dollars (\$32,500.00) to aggrieved persons identified in Appendix J in the amounts indicated in Appendix J as compensation for harms suffered from the Defendants' failure to design and construct Sayville Commons and Broadway Knolls per the accessibility requirements of the FHA. The Defendants shall make such payments by mailing to the United States separate checks payable to each person listed in Appendix J for the amount specified therein provided that the United States shall not deliver the Defendants' checks to individual aggrieved persons until each has executed a written release, in the form of Appendix E, of all claims, legal or equitable, that he or she might have against the Defendants relating to claims asserted in this lawsuit.

**XVI. Civil Penalty**

74. Within thirty (30) days of the date of entry of this Consent Order, the Defendants shall pay twenty five hundred dollars (\$2,500.00) to the United States as a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C) to vindicate the public interest. The payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

**XVII. Duration Of Consent Order and Termination of Legal Action**

75. This Consent Order shall remain in effect for three years after the date of its entry or until one year after all retrofits, all deposits, all training and all notices required by this Consent Order, whichever occurs last, have been completed. By consenting to entry of this

Consent Order, the parties agree that in the event that the Defendants or Defendant Fellman engage in any future violation(s) of the Fair Housing Act, such violation(s) shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

76. The Court shall retain jurisdiction for the duration of this Consent Order to enforce the terms of the Consent Order, at which time the case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Order in the interests of justice.

77. The provisions of this Consent Order shall apply to the officers, agents, employees, successors and assigns, and all persons acting in active concert or participation with the Defendants, Defendant Fellman, and the Rule 19 Defendants.

78. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Order before bringing such matters to the Court for resolution. However, in the event the Defendants, Defendant Fellman, and/or any one of the Rule 19 Defendants fail to perform any act required by this Consent Order in a timely manner or otherwise fail to act in conformance with any provision of this Consent Order, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and attorneys' fees which may have been occasioned by the violation or failure to perform.

#### **XVIII. Releases**

79. The Defendants and Defendant Fellman, on behalf of themselves, and each of

their respective predecessors, successors, assigns, related companies (e.g. parents, affiliates, and subsidiaries), present or former directors, officers, owners, members, agents, employees and any other person acting on its behalf hereby release and discharge the Rule 19 Defendants and each of their respective predecessors, successors, assigns, related companies (e.g. parents, affiliates, and subsidiaries), present or former directors, officers, owners, members, agents, employees and any other person acting on its behalf, from all manner of obligations, actions, causes of action, claims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, damages, interest, controversies, judgments and demands whatsoever, of whatever kind or nature, whether known or unknown, suspected or unsuspected, under federal or state constitutions, statutes or regulations, including any claims under the common law or in equity, including but not limited to, for contribution or indemnity, which the Defendants ever had, has, or hereafter can, shall or may have against the Rule 19 Defendants concerning or relating to in any way arising under the subject matter of this action, including but not limited to, any violations of 42 U.S.C. §3604(f)(3)(C) or (f)(7)(B) concerning the Sayville Commons, Broadway Knolls or Oak Creek Properties or the corrective actions required to be taken by the Defendants under this Consent Order.

80. Each of the Defendants and Defendant Fellman, on behalf of themselves, and each of their respective predecessors, successors, assigns, related companies (e.g. parents, affiliates, and subsidiaries), present or former directors, officers, owners, members, agents, employees and any other person acting on its behalf hereby releases and discharges the other Defendants and Defendant Fellman each of their respective predecessors, successors, assigns, related companies (e.g. parents, affiliates, and subsidiaries), present or former directors,

officers, owners, members, agents, employees and any other person acting on its behalf, from all manner of obligations, actions, causes of action, claims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, damages, interest, controversies, judgments and demands whatsoever, of whatever kind or nature, whether known or unknown, suspected or unsuspected, under federal or state constitutions, statutes or regulations, including any claims under the common law or in equity, including but not limited to, for contribution or indemnity, which the Defendants and/or Defendant Fellman ever had, has, or hereafter can, shall or may have against the other such Defendants and/or Fellman concerning or relating to in any way arising under the subject matter of this action, including but not limited to, any violations of 42 U.S.C. §3604(f)(3)(C) or (f)(7)(B) concerning the Sayville Commons, Broadway Knolls or Oak Creek Properties or the corrective actions required to be taken by the Defendants under this Consent Order excepting therefrom only the obligations set forth by the provisions of this consent order.

81. The Rule 19 Defendants, on behalf of themselves, and each of their respective predecessors, successors, assigns, related companies (e.g. parents, affiliates, and subsidiaries), present or former directors, officers, owners, members, agents, employees and any other person acting on its behalf hereby release and discharge the Defendants and Defendant Fellman and each of their respective predecessors, successors, assigns, related companies (e.g. parents, affiliates, and subsidiaries), present or former directors, officers, owners, members, agents, employees and any other person acting on its behalf, from all manner of obligations, actions, causes of action, claims, suits, debts, dues, sums of money, accounts, reckonings,

bonds, bills, specialties, damages, interest, controversies, judgments and demands whatsoever, of whatever kind or nature, whether known or unknown, suspected or unsuspected, under federal or state constitutions, statutes or regulations, including any claims under the common law or in equity against the Defendants and Defendant Fellman concerning the subject matter of this action, including but not limited to, any violations of 42 U.S.C. §3604(f)(3)(C) or (f)(7)(B) concerning the Sayville Commons, Broadway Knolls or Oak Creek Properties or the corrective actions required to be taken by the Defendants and Defendant Fellman under this Consent Order except for: (i) any claim for indemnity or contribution, in contract or at common law, arising out of a future claim for an alleged injury to person or property resulting from a violation of 42 U.S.C. §3604(f)(3)(C) or (f)(7)(B) by Defendants or Defendant Fellman that was sustained by a current or former tenant of Sayville Commons, or Broadway Knolls prior to the corrective actions required to be taken by the Defendants and Defendant Fellman under this Consent Order; (ii) any obligations imposed on Defendants and/or Defendant Fellman by the Consent Order, (iii) any future acts or omissions by Defendants and/or Defendant Fellman; and (iv) any obligations under any simultaneously executed and/or subsequent agreements between the Rule 19 Defendants and the Defendants and/or Defendant Fellman, including, but not limited to, the access agreements referenced in paragraph 24, above.

82. The Defendants, other than Fellman P.C., agree to hold Defendant Fellman harmless from and against any liability cost or damage, including reasonable attorneys' fees, incurred by reason of a failure on the part of the Defendants, to perform obligations

collectively undertaken by the Defendants hereunder.

83. Defendant Fellman and Defendant Fellman P.C.'s obligations under Section VI (Retrofits), Section VII (Inspections), Section XIV (Additional Retrofits), Section XV (Monetary Relief to Aggrieved Persons), and Section XVI (Civil Penalty) of this Consent Order shall be limited to providing professional services of an architectural nature as follows: (a) site inspections for the purpose of preparing plans for retrofit work; (b) preparation of plans and specifications for retrofit work; and, (c) inspections of completed work to verify completion as per the architectural plans.

**XIX. Costs of Litigation**

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

**XX. Termination of Litigation Hold**

85. The parties agree that, as of the date of the entry of this Consent Order, litigation is not "reasonably foreseeable" concerning the matters described above. To the extent that any party previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described above, the party is no longer required to maintain such litigation hold. Nothing in this Paragraph relieves any party of any other obligations imposed by this Consent Order.

**XXI. Notices to the Parties**

86. Any notices to be given in connection with this Consent Order regarding the

Defendants, Defendant Fellman, and the Rule 19 Defendants shall be delivered to:<sup>3</sup>

- a. Defendants Sayville Development Group, LLC, Broadway Partners Development Group, LLC, Oak Creek Partners, LLC and Paul J. Aniboli:

Raymond A. Giusto  
Brook Anthony  
Law Offices of Raymond A. Giusto  
715 South Country Road  
West Bay Shore, NY 11706  
T: (631) 277-7086  
F: (631) 277-7641  
[rag@giustolaw.com](mailto:rag@giustolaw.com)  
[bla@giustolaw.com](mailto:bla@giustolaw.com)

- b. Defendants Steven Ray Fellman and Stephen Fellman, Architect, P.C.:

David I. Roth  
Law Offices of Walsh & Roth  
360 Route 109  
West Babylon, NY 11704  
T: (631) 321-7000  
F: (631) 456-4909  
[d.roth@walshroth.com](mailto:d.roth@walshroth.com)

- c. Rule 19 Defendant Home Properties Sayville, LLC:

Kenneth Novikoff  
Rickin Radler  
926 Reckson Plaza  
Uniondale, NY 11556-0926  
T: (516) 357-3110  
F: (516) 357-3333  
[Ken.Novikoff@rivkin.com](mailto:Ken.Novikoff@rivkin.com)

- d. Rule 19 Defendant CLPF – Broadway Knolls, LP:

Andrew J. Calica  
Mayer Brown LLP  
1221 Avenue of the Americas

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<sup>3</sup> See footnote 2 for delivery notices to the United States.

New York, NY 10020  
T: (212) 506-2500  
F: (212) 262-1910  
acalica@mayerbrown.com

Executed by the parties on September 25, 2015, as indicated by the signatures appearing below:

**FOR PLAINTIFF UNITED STATES:**

KELLY T. CURRIE  
Acting United States Attorney

VANITA GUPTA  
Principal Deputy Assistant Attorney  
General

/s/ Diane C. Leonardo  
DIANE C. LEONARDO  
RACHEL G. BALABAN  
Assistant U.S. Attorneys  
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Central Islip, NY 11722  
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/s/ Beth Pepper  
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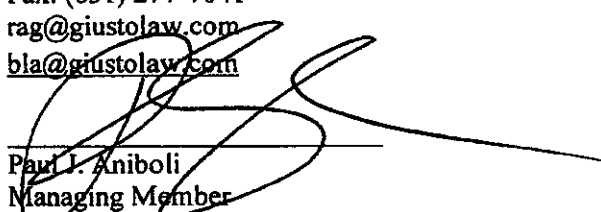


*United States v. Sayville Development, et. al, CV-07-3622 (JFB)(ARL) Consent Order*

**FOR ATTORNEYS AND DEFENDANTS:**

**SAYVILLE DEVELOPMENT GROUP, LLC,**  
**PAUL J. ANIBOLI,**  
**BROADWAY PARTNERS DEVELOPMENT GROUP, LLC,**  
**OAK CREEK PARTNERS, LLC**

/s/ Raymond A. Giusto  
Raymond A. Giusto (RG 6364)  
Brooke L. Anthony (BA7481)  
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[bla@giustolaw.com](mailto:bla@giustolaw.com)



Paul J. Aniboli  
Managing Member  
Sayville Development Group, LLC  
Broadway Partners Development Group, LLC  
Oak Creek Partners, LLC  
715 South Country Road  
West Bay Shore, New York 11706  
Tel: (631) 968-2376

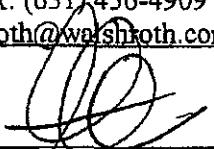


*United States v. Sayville Development, et. al, CV-07-3622 (JFB)(ARL) Consent Order*

**FOR ATTORNEYS AND DEFENDANTS:**

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**STEPHEN RAY FELLMAN**

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\_\_\_\_\_  
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Owner  
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Crazy2dayz@hotmail.com

\_\_\_\_\_

**FOR ATTORNEYS AND RULE 19 DEFENDANT:**  
**CLPF- BROADWAY KNOLLS, LP:**

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Paula Schaefer  
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*United States v. Sayville Development, et. al, CV-07-3622 (JFB)(ARL) Consent Order*

**FOR ATTORNEYS AND RULE 19 DEFENDANT:**  
**HOME PROPERTIES SAYVILLE, LLC:**

/s/ Kenneth A. Novikoff

Kenneth A. Novikoff, Esq.

RIVKIN RADLER, LLP

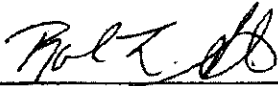
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Robin L. Stein, Esq.

Vice President and Assistant Counsel

Home Properties, Inc.

850 Clinton Square

Rochester, New York 14604

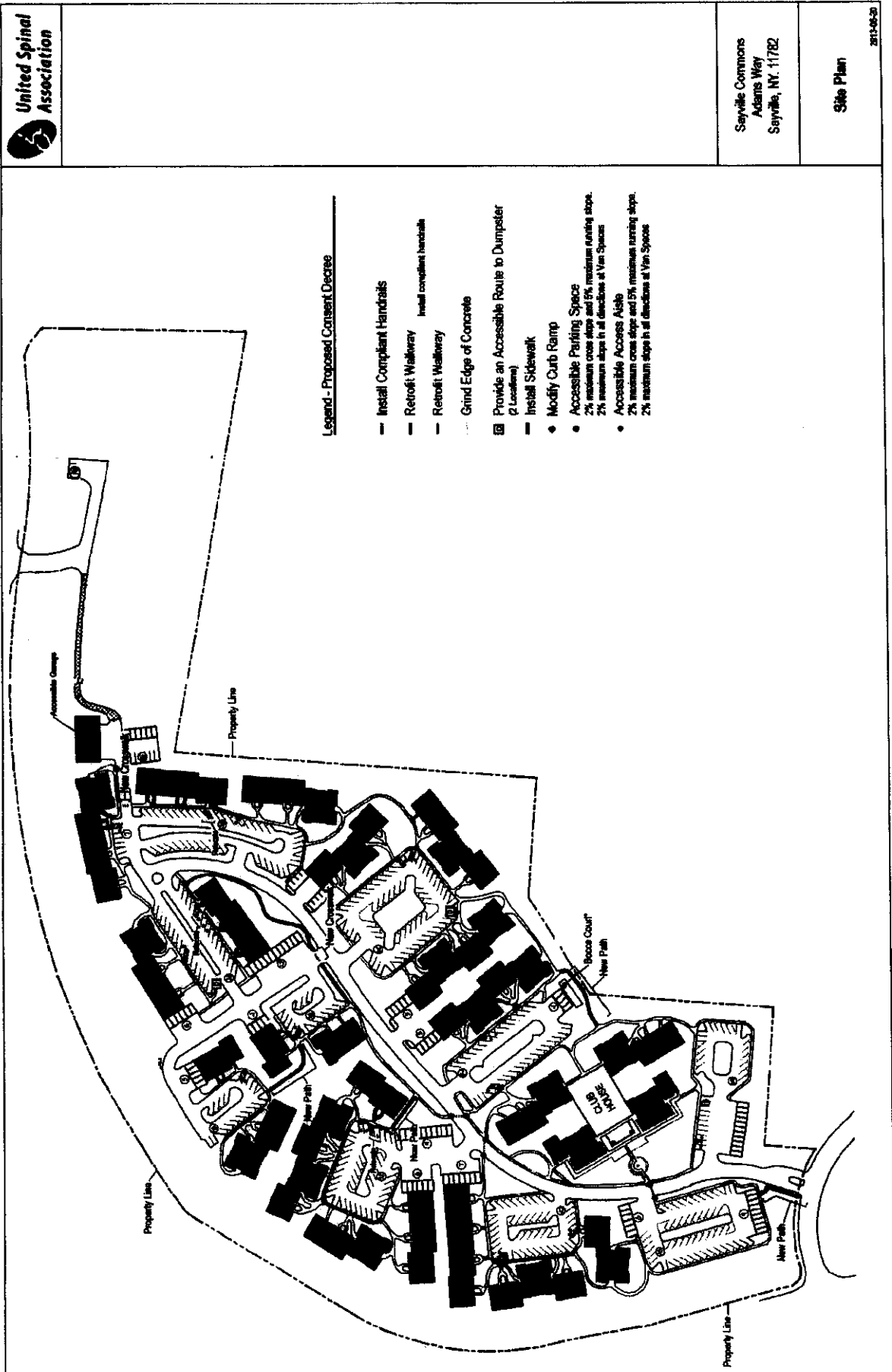
Tel: (585) 246-4151

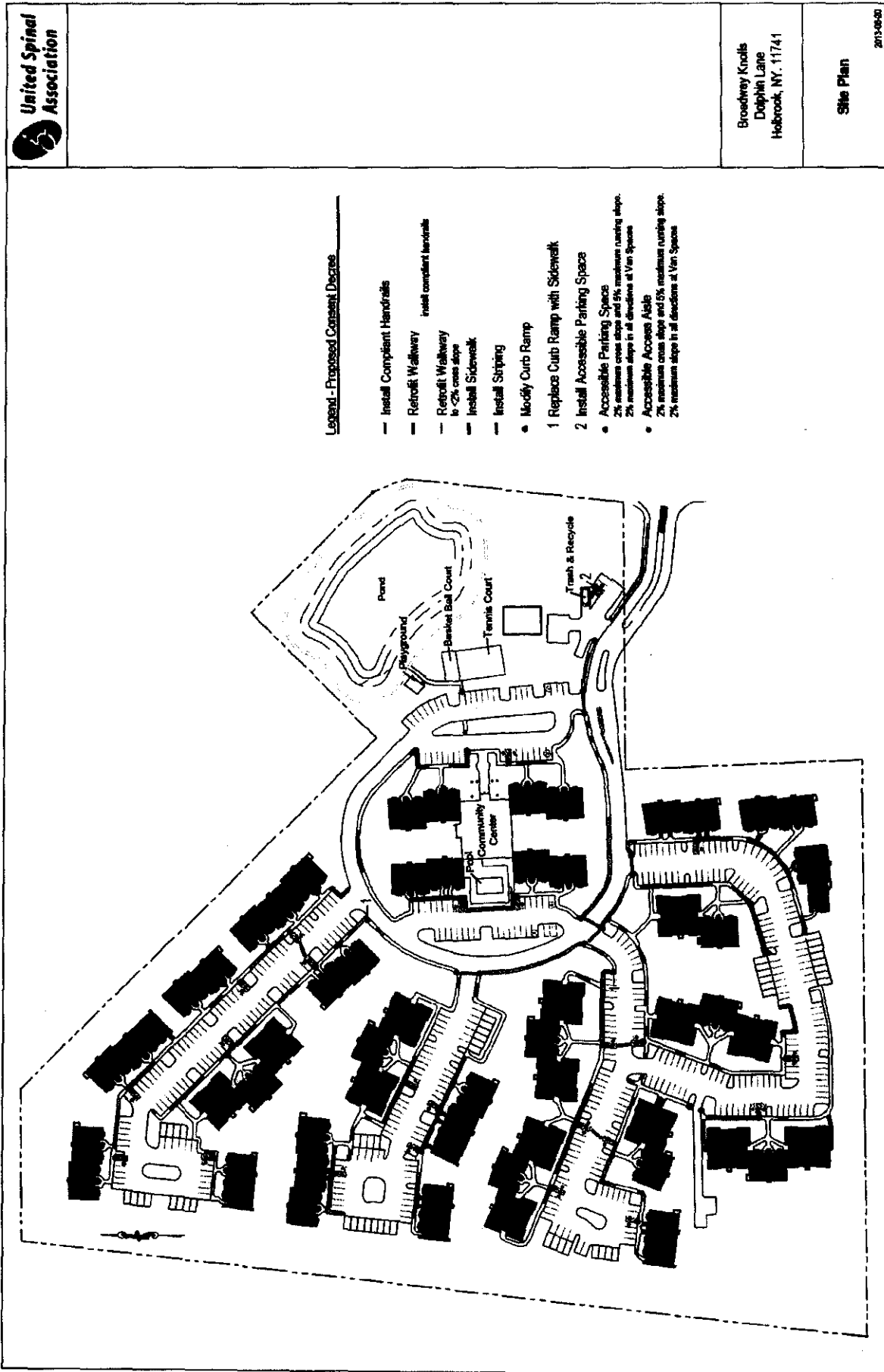
Fax: (585) 295-7504

[robin@homeproperties.com](mailto:robin@homeproperties.com)

SO ORDERED this 3rd day of October, 2015

THE HONORABLE JOSEPH F. DIANCO  
UNITED STATES DISTRICT COURT JUDGE





**APPENDIX C****DETAILED RETROFIT TABLE FOR SAYVILLE COMMONS**

Defendants shall retrofit all unit and property features at Sayville Commons identified below so as to be in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Act Accessibility Guidelines, the Fair Housing Act Design Manual, and/or with the terms of the table below. In all cases of conflict or ambiguity, the specifications set forth in the table shall govern. For the purpose of this Appendix, "Design/Construction Defendants" shall mean Paul J. Aniboli and Sayville Development Group, LLC. Defendant Stephen Ray Fellman and Defendant Stephen Fellman, Architect, P.C., will act as Responsible Parties only as outlined in the Consent Order.

|         |                                     |   |                                |
|---------|-------------------------------------|---|--------------------------------|
| 273-292 | Accessible parking spaces on AR map | Provide accessible spaces as indicated on accessible route plan (Exhibit A).<br>Spaces must have proper alignment, dimensions, and signage. | Design/Construction Defendants |
|---------|-------------------------------------|---|--------------------------------|



|         |   |  |  |
|---------|---|--|--|
| 354-372 | S side Community Building units, E of Community Building rear entrance, NW side of Community Building units, Buildings 1, 2, 5, 6, 8, 10-20 | Design/Construction Defendants will seek immediate approval from the U.S. Postal Service in writing to reassign mailboxes so that the key slots for all mailboxes serving ground-level units are within reach range of 48" AFF for a forward approach or 54" AFF for a parallel approach in compliance with ANSI 1986, Sections 4.2.5, 4.2.6. FHAG Req. 2, Section 4.25.3.<br><br>Design/Construction Defendants will provide the U.S. Postal Service with a copy of the Consent Order when seeking this approval, and Defendants will copy the United States on all correspondence. | Design/Construction Defendants   |
| 374-387 | SE of Community Building, Buildings 1-4, 7, 9, 11, 12 SW end, 12 NE end, 13, 15, 16, 18 NE end, 18 SW end, and 20.                          | Provide accessible route to dumpster per route plan (Exhibit A) including compliant curb ramps and turning space at each dumpster opening.   | Design/Construction Defendants   |
| 329     | Front entrance, vestibule interior doors  | Adjust closure to 5lb force.   | Home Properties Sayville, LLC ("HPS") has retrofitted, subject to confirmation and approval by the United States |
| 330     | Rent drop slot  | Adjust height of drop box to 48" max. AFF for forward approach.  | HPS has retrofitted, subject to confirmation and approval by the United States                                   |
| 331     | Main entrance lobby, lighting sconces   | Provide accessible route per attached route plan. Sconces need to be changed out, or a cane detectable (permanent) device provided under the sconce.   | HPS has retrofitted, subject to confirmation and approval by the United States                                   |
| 332     | Rear entrance, door threshold   | Retrofit such that the level change (lip) does not exceed 1/4" or 1/2" with bevel from 1/4" to 1/2".   | HPS has retrofitted, subject to confirmation and approval by the United States                                   |
| 333     | Sign  | Change sign to raised letter sign.   | Design/Construction Defendants   |
| 334     | Entrance door   | Adjust closure to 5lb force.   | Design/Construction Defendants   |
| 335     | Toilet  | Retrofit to 18" centerline (absolute dimension in public and common spaces). Or retrofit with 4" inch deeper side grab bar.  | Design/Construction Defendants   |
| 336     | Toilet rear grab bar  | Change grab bar to compliant length.   | Design/Construction Defendants   |
| 337     | Toilet paper dispenser  | Provide toilet paper dispenser in compliant location   | Design/Construction Defendants   |
| 338     | Coat hook in stall  | Provide additional coat hook at 54" max. AFF for side reach.   | Design/Construction Defendants   |

|   |                                    |  |  |
|---|------------------------------------|--|--|
| 340                                       | Soap dispenser                     | Relocate to accessible location.   | Design/Construction Defendants   |
| 341                                       | Hand dryer                         | Change hand dryer to more shallow unit (less than 4" deep), or provide cane detectable barrier below dryer, or remove dryer. | Design/Construction Defendants   |
| 342                                       | Mirror                             | Lower mirror to 40" max to reflecting surface.   | Design/Construction Defendants   |
| <b>Leasing Office Women's Toilet Room</b> |                                    |  |  |
| 343                                       | Sign                               | Change sign to unit with raised letters.   | Design/Construction Defendants   |
| 344                                       | Toilet                             | Retrofit to 18" centerline (absolute dimension in public and common spaces).   | Design/Construction Defendants   |
| 345                                       | Toilet rear grab bar               | Change grab bar to 36" minimum length.   | Design/Construction Defendants   |
| 346                                       | Toilet paper dispenser             | Relocate dispenser to compliant maximum distance   | Design/Construction Defendants   |
| 347                                       | Coat hook in stall                 | Provide additional coat hook at 48" max AFF.   | Design/Construction Defendants   |
| 348                                       | Lavatory                           | Lower rim height to 34" max. height.   | Design/Construction Defendants   |
| 349                                       | Lavatory                           | Provide 15" min. centerline for forward approach.  | Design/Construction Defendants   |
| 351                                       | Hand dryer                         | Change hand dryer to more shallow unit (less than 4" deep), or provide cane detectable barrier below dryer, or remove dryer. | Design/Construction Defendants   |
| 352                                       | Mirror                             | Lower mirror to 40" max to reflecting surface.   | Design/Construction Defendants   |
|   |                                    |  |  |
| 388                                       | Kitchen - counter/work surfaces    | Add a work surface that is 36" long at 34" max AFF.  | HPS has retrofitted, subject to confirmation and approval by the United States |
|   |                                    |  |  |
| 353                                       | Lighting sconces                   | Sconces need to be changed out or a cane detectable (permanent) device provided under the sconce.                            | HPS has retrofitted, subject to confirmation and approval by the United States |
|   |                                    |  |  |
| 294                                       | Entrance door hardware             | Retrofit all covered unit exterior doors to lever hardware.  | Design/Construction Defendants   |
|   |                                    |  |  |
| 295                                       | Entrance door threshold (interior) | At interior side, retrofit such that the level change (lip) does not exceed 1/4" or 1/2" with bevel from 1/4" to 1/2".       | Design/Construction Defendants   |
| 297                                       | Kitchen - range **SEE NOTE**       | Ranges can only have side approach. Retrofit to make centerline 24" minimum from wall.                                       | Design/Construction Defendants   |

|     |   |   |                                |
|-----|---|---|--------------------------------|
| 300 | Laundry door threshold                            | Retrofit such that the level change (lip) does not exceed 1/4" or 1/2" with bevel from 1/4" to 1/2".          | Design/Construction Defendants |
| 306 | Entrance door threshold (interior)                | Retrofit such that the interior level change (lip) does not exceed 1/4" or 1/2" with bevel from 1/4" to 1/2". | Design/Construction Defendants |
| 309 | Laundry door threshold                            | Retrofit such that the level change (lip) does not exceed 1/4" or 1/2" with bevel from 1/4" to 1/2".          | Design/Construction Defendants |
| 311 | Hall bathroom - CLFS beyond door swing            | Retrofit to outswinging door.   | Design/Construction Defendants |
| 314 | Master bathroom -- door threshold, unit 55        | Retrofit such that the interior level change (lip) does not exceed 1/4" or 1/2" with bevel from 1/4" to 1/2". | Design/Construction Defendants |
| 319 | Closet near entrance door, unit 55 (upon request) | Retrofit such that the closet depth is no greater than 24"  | Design/Construction Defendants |
| 320 | Kitchen -- range **SEE NOTE**                     | Retrofit to centerline 24"  | Design/Construction Defendants |
| 327 | Laundry door threshold                            | Retrofit such that the level change (lip) does not exceed 1/4" or 1/2" with bevel from 1/4" to 1/2".          | Design/Construction Defendants |

**Nomenclature:**

AFF - Above finished floor or ground surface

AR - Accessible route

CLFS - Clear floor space

Min. - Minimum (where min. or max. is not indicated, the required dimension is absolute)

Max. - Maximum (where min. or max. is not indicated, the required dimension is absolute)

N, S, E, W - Compass directions North, South, East, West, respectively; including combinations thereof (i.e. NW = Northwest)

**NOTE:** ITEMS 297 AND 320 ARE LIMITED TO A TOTAL NUMBER OF 30 RANGES. THE UNITED STATES WILL DETERMINE HOW THIS TOTAL WILL BE ALLOCATED AMONG THE ONE AND TWO BEDROOM UNITS

**APPENDIX D****DETAILED RETROFIT TABLE FOR BROADWAY KNOLLS**

Defendants shall retrofit all unit and property features at Broadway Knolls identified below so as to be in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Act Accessibility Guidelines, the Fair Housing Act Design Manual, and/or with the terms of the table below. In all cases of conflict or ambiguity, the specifications set forth in the table shall govern. For the purpose of this Appendix, "Design/Construction Defendants" shall mean Paul J. Aniboli and Broadway Partners Development Group, LLC. Defendants Stephen Ray Fellman, and Stephen Fellman Architects, P.C. will act as Responsible Parties only as outlined in the Consent Order.

|                      |   |  |                                |
|----------------------|---|--|--------------------------------|
| 18, 52, 61, 106, 115 | Unit 103, 611, 705, 1501 and 1703 entrance door hardware. | Retrofit all covered unit exterior doors to lever hardware.                                  | Design/Construction Defendants |
| 37, 89               | Connections to 405 and 1205                               | Retrofit such that the level change (lip) does not exceed 1/2" with bevel from 1/4" to 1/2". | Design/Construction Defendants |
| 161-165              | Connection to 2211, 2213, 2219, 2221, and 2223.           | Retrofit such that the level change (lip) does not exceed 1/2" with bevel from 1/4" to 1/2". | Design/Construction Defendants |

|         |   |  |  |
|---------|---|--|--|
| 230-243 | Between Buildings 1, 2, 3 (near connection to 305), Buildings 4-10, 13, 15, and 18, between Buildings 20 and 21, and at Building 22 NE quadrant, and 22 NW quadrant | Design/Construction Defendants will seek immediate approval from the U.S. Postal Service in writing to reassign mailboxes so that the key slots for all mailboxes serving ground-level units are within reach range of 48" AFF for a forward approach or 54" AFF for a parallel approach in compliance with ANSI 1986, Sections 4.2.5, 4.2.6. FHAG Req. 2, Section 4.25.3.<br><br>Design/Construction Defendants will provide the U.S. Postal Service with a copy of the Consent Order when seeking this approval, and Defendants will copy the United States on all correspondence. | Design/Construction Defendants   |
| 246     | Designated visitor spaces   | Retrofit per accessible route plan (Exhibit A).  | Design/Construction Defendants   |
|         | Trash deposit access panel  | Relocate trash access to provide compliant CLFS.   | Design/Construction Defendants to install a locked drop box and turn the area adjacent to the compactor into a solid surface, adjust the curbing to provide accessibility, and enclose the area, as necessary. CLPF-Broadway Knolls, LP to maintain locked drop box, providing keys to residents that require them |
| 248     | Between Garage C and Garage D   | Provide accessible route to at least one pet litter station mounted within allowable reach height and depth.   | CLPF-Broadway Knolls, LP   |
| 249     | Between Buildings 13/14/16  | Provide accessible route to at least one pet litter station mounted within allowable reach height and depth.   | CLPF-Broadway Knolls, LP   |
| 172     | Electrical outlets - throughout   | Permanently adapt one outlet per room to compliant distance AFF.   | Design/Construction Defendants   |
| 178     | Thermostat  | Retrofit all covered units to have a thermostat with the controls not higher than 48".   | Design/Construction Defendants   |
| 192     | Thermostat  | Retrofit all covered units to have a thermostat with the controls not higher than 48".   | Design/Construction Defendants   |

|     |   |  |                                |
|-----|---|--|--------------------------------|
| 198 | Sign - Conference room                            | Retrofit to include raised letters   | CLPF-Broadway Knolls, LP       |
| 199 | Sign - Cyber lounge                               | Retrofit to include raised letters   | CLPF-Broadway Knolls, LP       |
| 200 | Sign - Fitness center                             | Retrofit to include raised letters   | CLPF-Broadway Knolls, LP       |
| 201 | Sign - Community center                           | Retrofit to include raised letters   | CLPF-Broadway Knolls, LP       |
| 202 | Sign - Pool deck to Fitness center hallway        | Retrofit to include raised letters   | CLPF-Broadway Knolls, LP       |
| 203 | Door - Pool deck to Fitness center hallway        | Retrofit such that the level change (lip) does not exceed 1/2" with bevel from 1/4" to 1/2".                   | Design/Construction Defendants |
| 204 | Rent drop slot in Cyber Lounge                    | Remove obstruction. Retrofit to 48" max AFF and 15" min. centerline for forward approach, or relocate dropbox. | CLPF-Broadway Knolls, LP       |
| 205 | Great room - wall hanging near coffee counter     | Raise wall hanging to 80" min. AFF, or provide cane detectable barrier below, or remove/replace wall hanging.  | CLPF-Broadway Knolls, LP       |
| 206 | Conference room - wall hanging near entrance door | Raise wall hanging to 80" min. AFF, or provide cane detectable barrier below, or remove/replace wall hanging.  | CLPF-Broadway Knolls, LP       |
| 207 | Doors - great room to pool deck                   | Retrofit such that the level change (lip) does not exceed 1/2" with bevel from 1/4" to 1/2".                   | Design/Construction Defendants |
| 209 | Sign  | Retrofit to include raised letters   | CLPF-Broadway Knolls, LP       |
| 216 | Toilet side grab bar                              | Retrofit to 42" long min., end mounted 12" from rear wall.   | Design/Construction Defendants |
| 218 | Coat hook in stall                                | Add coat hook at 48" max AFF for side reach.   | Design/Construction Defendants |
| 220 | Sign  | Retrofit to include raised letters   | CLPF-Broadway Knolls, LP       |
| 221 | Entrance door                                     | Adjust opening force to 5lbs max.  | CLPF-Broadway Knolls, LP       |
| 222 | Entrance door                                     | Increase closing speed to 3 seconds min. from 90 degrees to 12 degrees.  | CLPF-Broadway Knolls, LP       |
| 225 | Toilet side grab bar                              | Retrofit to 42" long min., end mounted 12" from rear wall.   | Design/Construction Defendants |
| 227 | Coat hook in stall                                | Add coat hook at 48" max AFF for side reach.   | Design/Construction Defendants |

## Nomenclature:

AFF - Above finished floor or ground surface

AR - Accessible route

CLFS - Clear floor space

Min. - Minimum (where min. or max. is not indicated, the required dimension is absolute)

Max. - Maximum (where min. or max. is not indicated, the required dimension is absolute)

N, S, E, W - Compass directions North, South, East, West, respectively; including combinations thereof (i.e. NW = Northwest)

**APPENDIX E**

**RELEASE OF CLAIMS**

In consideration of the parties' agreement to the terms of the Consent Order entered in United States v. Sayville Development Group, LLC, et al., Civil Action No. 07-3622 (E.D.N.Y.), and Defendants' payment to me of \$\_\_\_\_\_, pursuant to the Consent Order, I hereby release and forever discharge all claims related to the facts at issue in the litigation referenced above, or in any way related to that litigation, and any other claims arising from the housing discrimination alleged in that litigation up to and including the date of execution of this release, that I may have against any of the Defendants or the Rule 19 Defendants, all related entities, parents, predecessors, subsidiaries and affiliates, and all of their past and present directors, officers, agents, managers, supervisors, shareholders and employees and their heirs, executors, administrators, successors or assigns.

I acknowledge and understand that, by signing this Release and accepting this payment, I am waiving any right to pursue my own legal action based on the discrimination alleged by the United States in this case.

I also acknowledge that I have been informed that I may review the terms of this Release with an attorney of my choosing, and to the extent that I have not obtained legal advice, I voluntarily and knowingly waive my right to do so.

I waive any claims I may have against the United States, the Department of Justice or its employees, arising out of this action.

This General Release constitutes the entire agreement between the Defendants and me, without exception or exclusion.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2015.

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PRINT

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SIGNATURE



**APPENDIX F**

**NOTICE OF RETROFITS TO INTERIOR OF GROUND-FLOOR UNITS AT  
SAYVILLE COMMONS/BROADWAY KNOLLS**

[Sayville Commons Apartments/Broadway Knolls Apartments] is dedicated to the principle of equal housing opportunity. The federal Fair Housing Act requires that ground floor 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 court-enforced settlement in a case brought by the United States against the builders, designers and prior owners of this apartment complex, we, the undersigned, have agreed to modify some of the units at [Sayville Commons Apartments/Broadway Knolls Apartments] to provide greater accessibility for persons with disabilities. Your unit is one of those that does not meet the accessibility requirements of the Fair Housing Act and must be retrofitted. The actual work will be at no cost to you and will take no more than five days to complete.

Depending on the particular features of your unit, the modifications may include: Adjustment to outlet heights, minor change in toilet position, transition strip replacement, lowering of front door threshold, thermostat height change, and replacement of in-swinging doors with out-swinging doors, among others.

Although you may request these modifications at a time convenient to you, you should be aware that, under the terms of the court order, the modifications cannot be rejected and must be completed within 12 months, whether or not you have a disability, and regardless of your intention to stay in the apartment for a short or long time. A representative will be contacting you soon to review these modifications and to discuss a time frame within which these modifications will be made.

If you have any questions, please contact us at

Sincerely,

[signature block]

**APPENDIX G**

**EMPLOYEE'S STATEMENT**

I \_\_\_\_\_, am an employee of [name of defendant] at [where duties are performed] and my duties include [as applicable: supervision of, sales or rentals of, management of, and/or other involvement with the design, construction, sale or rental of covered dwellings]

I have received and read a copy of the Consent Order in United States v. Sayville Development Group, LLC, et al., and have been given instruction on.

- (1) the terms of this Consent Order ,
- (2) the requirements of the Fair Housing Act, particularly related to the Act's design and construction requirements, and
- (3) my responsibilities and obligations under the Consent Order and the Fair Housing Act.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME

*United States v. Sayville Development, et. al, CV-07-3622 (JFB)(ARL) Consent Order*

**APPENDIX H**

**ARCHITECT'S/ENGINEER'S CERTIFICATE**

I hereby certify that I have read and am familiar with the accessibility requirements and provisions of the Fair Housing Act (42 U.S.C. § 3604 (f) (1)-(3)), the Fair Housing Accessibility Guidelines (24 CFR Chapter I, Subchapter A, Appendix II and III) and ANSI A117.1-1986 (or more recent versions), and that the plans that I am submitting are, to the best of my professional knowledge and belief, consistent with these requirements and provisions.

---

[Principal Engineer/Architect's Signature]

**APPENDIX I**

**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 have had all of my questions concerning the Fair Housing Act answered to my satisfaction.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

*United States v. Sayville Development, et. al, CV-07-3622 (JFB)(ARL) Consent Order*

**APPENDIX J**

**COMPENSATION TO AGGRIEVED PERSONS**

**Aggrieved Persons and Compensation Amount:**

Long Island Housing Services: \$10,000.00

Helene Greene: \$ 14,000.00

William Lichtwald, personal representative for the estate Audrey Lichtwald: \$4,000.00

Philomena Minichello, as Executrix for the estate of Nicholas Napolitano: \$2,500.00

James Hanvey: \$2,000.00