

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

UNITED STATES OF AMERICA,

Plaintiff,

v.

LETTIRE CONSTRUCTION CORP.; LETTIRE  
124<sup>TH</sup> STREET LLC, UBC CHESTNUT  
COMMONS LLC; UBC SUMNER LLC, EAST  
124<sup>TH</sup> STREET LLC; CHESTNUT COMMONS  
HOUSING DEVELOPMENT FUND CORP.; and  
MHANY MANAGEMENT, INC.,

Defendants.

25 Civ. 483 ( )

**CONSENT DECREE AS TO  
EAST 124<sup>TH</sup> STREET LLC**

**INTRODUCTION**

This Consent Decree is entered into between plaintiff the United States of America (the “**United States**”) and defendant, East 124<sup>th</sup> Street LLC (“**East 124<sup>th</sup>**”) concerning the building known as the Tapestry and located at 245 East 124<sup>th</sup> Street in Manhattan (the “**Tapestry**”);

**WHEREAS**, the United States is bringing 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 in this Action alleges that East 124<sup>th</sup> has denied rights to a group of persons in a manner raising an issue of general public performance, in that the Tapestry was not designed with the features of accessible and adaptive design and construction required by the FHA, 42 U.S.C. § 3604(f)(3)(c);

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

**WHEREAS**, defendant, East 124<sup>th</sup>, is the owner of the Tapestry;

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

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

**WHEREAS**, the accessible and adaptive design provisions of the FHA require that for Covered Multifamily Dwellings: (i) the public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability; (ii) all the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by persons with a disability using wheelchairs; (iii) all premises within such dwellings contain the following features of adaptive design: (I) an accessible route into and through the dwelling; (II) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; (III) reinforcements in bathroom walls to allow later installation of grab bars; and (IV) usable kitchens and bathrooms such that an individual using a wheelchair can maneuver about the space. 42 U.S.C. § 3604(f)(3)(c) (these provisions and features are referred to herein as the “Accessible Design Requirements”);

**B. Conditions at the Tapestry**

**WHEREAS**, the Tapestry is a 12-story residential apartment complex located at 245 East 124<sup>th</sup> Street in Manhattan, designed and constructed for first occupancy in 2009. The Tapestry contains 185 rental units and has elevator access. The public and common features at the Tapestry include, *inter alia*, a lobby, a fitness center, and a bicycle storage room;

**WHEREAS** an inspection of the Tapestry identified, *inter alia*, the following conditions at the Tapestry that the United States alleges fail to meet the Accessible Design Requirements:

- a. Excessively high counter at the sign-in desk in the lobby;

- b. Excessively high thresholds at the entrance to the outdoor terrace;
- c. Mailboxes mounted too high to accommodate persons who use wheelchairs;
- d. Insufficiently wide doors to terraces from individual units;
- e. Excessively high thresholds at doorways to bathrooms in individual units;
- f. Insufficient clear floor space in bathrooms in individual units;
- g. Insufficiently wide maneuvering space within kitchens in individual units; and
- h. Inaccessible location of environmental controls in individual units.

**C. Agreement of the Parties to this Consent Decree**

**WHEREAS**, the United States and East 124<sup>th</sup> (collectively, the “**Parties**”) agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3614(a); and

**WHEREAS**, East 124<sup>th</sup> agrees to make modifications to the Tapestry as set forth herein.

**IT IS HEREBY AGREED**, by and between the Parties, as follows:

**I. COMPLIANCE WITH THE FHA**

1. East 124<sup>th</sup> and its officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with East 124<sup>th</sup>, agree that they will not discriminate on the basis of disability as prohibited by the FHA, 42 U.S.C. § 3604.

**II. RETROFITS AT THE TAPESTRY**

2. The United States alleges that the Tapestry 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. 9472 (Mar. 6, 1991) (the “**Guidelines**”). Without admitting liability for the design and/or construction of the Tapestry, East 124<sup>th</sup> agrees to address the conditions alleged to be FHA violations as set forth in Appendices A-1 and A-2.

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

3. As soon as reasonably possible, but no later than six (6) months after the entry of this Consent Decree by the Court, East 124<sup>th</sup> shall use commercially reasonable efforts to finish all the retrofits listed in Appendix A-1. East 124<sup>th</sup> shall make reasonable efforts to minimize inconvenience to residents of the Tapestry in making such retrofits.

4. Within thirty (30) days of the entry of this Consent Decree, East 124<sup>th</sup> shall post a written notice on the lobby bulletin board at the Tapestry stating that the common area retrofits required under this Consent Decree will be performed in the public and common use areas at the Tapestry. Such notice shall conform to Appendix B.

5. East 124<sup>th</sup> shall certify to the United States in writing that the notices required by Paragraph 4 have been posted.

**B. Modifications to Dwelling Unit Interiors**

6. For each unit at the Tapestry listed in Appendix A-2, East 124<sup>th</sup> shall use commercially reasonable efforts to finish the retrofits listed therein no later than two (2) years from the entry of this Consent Decree (unless otherwise specified in Appendix A-2) or, as to retrofits to be made upon request of a resident, no later than three (3) months after the request. East 124<sup>th</sup> shall make reasonable efforts to minimize inconvenience to residents in making such retrofits.

7. Within sixty (60) days from the date of the entry of this Consent Decree, East 124<sup>th</sup> shall provide by electronic means a notice to each resident who resides in an individual dwelling unit that is subject to being retrofitted at the Tapestry per Appendix A-2 that: (1) East 124<sup>th</sup> has agreed to retrofit certain features of the units to make them more accessible; (2) the retrofits set forth in Appendix A-2 will be commenced within sixty (60) days after the notice is electronically delivered (unless otherwise specified in Appendix A-2) or, as to retrofits to be made upon request

of a resident of the units, within sixty (60) days of written request by the resident; (3) East 124<sup>th</sup> will use commercially reasonable efforts to complete the retrofits within three (3) months after commencement, unless otherwise specified in this Consent Decree; and (4) the scheduling of the retrofits will take into account the preferences and convenience of the resident and that the reasonable costs of relocation, if necessary, will be provided in advance. The notice shall be substantially in the form of Appendix C.

8. East 124<sup>th</sup> shall certify to the United States in writing that the notices described in Paragraph 7 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.

**C. Perpetual Lease Provision**

9. East 124<sup>th</sup> shall amend all existing leases at the Tapestry to include, and shall append to all future leases, an "Accessibility Modification Rider" in the form attached as Appendix D. The Accessibility Modification Rider shall reflect the fact that East 124<sup>th</sup> will provide any retrofit listed in Appendix A-2 upon the request of any current or future tenant of the Tapestry, in perpetuity. The Accessibility Modification Rider shall be provided to all prospective tenants upon touring or viewing a dwelling unit at the Tapestry. Furthermore, the United States may, from time to time, provide the Accessibility Modification Rider to state and local agencies or public interest organizations serving the needs of people with disabilities. Nothing in this Paragraph or the Accessibility Modification Rider shall relieve East 124<sup>th</sup> of any obligation to take the corrective actions and/or perform the retrofits described in Appendix A-1, and Appendix A-2 of this Consent Decree.

### III. NO ADVERSE ACTION

10. Neither present nor future residents of the Tapestry 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 Consent Decree. East 124<sup>th</sup> shall take no adverse action against any present or future resident of the Tapestry because such person requests to have his or her apartment, or prospective apartment, modified in accordance with this Consent Decree. Nothing in this Paragraph, however, shall restrict or impede East 124<sup>th</sup>'s rights with respect to any of the Tapestry that is the subject of this Consent Decree 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 Consent Decree) done at or about the same time as retrofits required under this Consent Decree. Performance of the retrofits required by the terms of this Consent Decree does not constitute a diminution in services provided at the Tapestry.

### IV. IMPEDIMENTS TO PERFORMANCE

11. In the event that any act or omission beyond East 124<sup>th</sup>'s control and occurring without its fault or negligence affects the performance of any requirement in Section II of this Consent Decree, the Parties shall endeavor, in good faith, to determine whether modifications to this Consent Decree are necessary. In particular, if a resident at the Tapestry refuses (whether lawfully or not) to allow a retrofit or to vacate a unit such that a retrofit required to be made under this Consent Decree may not be made, East 124<sup>th</sup> shall not have any obligation to perform the retrofit. East 124<sup>th</sup> shall take reasonable measures to secure a resident's consent and document for the United States the efforts it made, and the reason(s) given for refusal. Nothing herein shall be

construed as requiring East 124<sup>th</sup> to bring a lawsuit against a resident who refuses to allow East 124<sup>th</sup> to perform a retrofit to that resident's unit as specified in **Section II** of this Consent Decree; and nothing herein shall be construed as requiring East 124<sup>th</sup> to perform any act beyond the expiration of this Consent Decree except with respect to work commenced prior to such expiration, and the Accessibility Modification Rider obligations summarized in **Paragraph 9** hereof and in **Appendix D** annexed hereto.

#### V. NEUTRAL INSPECTOR

12. East 124<sup>th</sup> shall enter into a contract with a neutral inspector approved by the United States ("Inspector") to conduct on-site inspections of all retrofits performed under this Consent Decree to determine whether modifications have been made in compliance with the specifications in the **Appendices A-1 and A-2**. The Inspector shall have expertise in the design and construction requirements of the FHA. The Inspector may be the same person as the Surveyor.

13. The Inspector may, upon request of East 124<sup>th</sup>, review and comment upon the sufficiency of all proposed retrofits in writing in advance of any retrofit by East 124<sup>th</sup>, but such review and comment shall be completed no later than thirty (30) days after the request.

14. An initial inspection of the Tapestry shall take place within the later of (a) thirty (30) days after the completion of all of the retrofits set forth in, respectively, **Appendices A-1 and A-2** (except for retrofits to be made at a resident's request), or (b) six (6) months prior to the expiration of this Consent Decree, or as soon thereafter as practicable.

15. For the initial inspection, East 124<sup>th</sup> 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.

16. The Inspector shall set out in writing the results of his or her inspection, including

any deficits, and shall send that report to East 124<sup>th</sup> and to the United States.<sup>1</sup> The report shall state whether the retrofits required by the applicable Appendix have been completed, and shall list any required retrofits that were not completed.

17. If the inspection indicates that not all of the required retrofits have been made as specified in the applicable Appendices, or retrofit proposals, East 124<sup>th</sup> shall use commercially reasonable efforts to correct any deficiencies for which East 124<sup>th</sup> are provided access within ninety (90) 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 for which East 124<sup>th</sup> has been provided access have been made. East 124<sup>th</sup> 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 Consent Decree, to ensure compliance.

18. Nothing in this Consent Decree shall relieve East 124<sup>th</sup> 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 East 124<sup>th</sup> is required to make prior to the expiration of this Consent Decree) even if such obligations extend beyond the term of this Consent Decree; provided, however, that, if an in-unit retrofit is on request of a resident of the unit and the resident refuses to allow the retrofit or refuses to vacate the unit so that the retrofit may not be made, East 124<sup>th</sup> shall be relieved of its obligation to perform such retrofit.

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<sup>1</sup> For purposes of this Consent Decree, notices provided to the United States shall be addressed to Chief, Civil Rights Unit, Office of the United States Attorney for the Southern District of New York, 86 Chambers Street, Third Floor, New York, NY 10007. Electronic courtesy copies also shall be delivered to the undersigned Assistant United States Attorneys.

## VI. TRANSFER OF INTEREST IN PROPERTIES

19. The sale or transfer of ownership, in whole or in part, of East 124<sup>th</sup>'s interest(s) in the Tapestry, if any, shall not affect its continuing obligation to retrofit, and/or conduct or allow inspections or surveys of, the Tapestry as specified in this Consent Decree, unless East 124<sup>th</sup> has obtained in writing, as a condition of sale or transfer, the purchaser or transferee's commitment to assume such obligations, so that the purchaser or transferee will be bound by the terms of this Consent Decree to make retrofits and allow or conduct inspections or surveys as set forth in this Consent Decree, and will be subject to the jurisdiction of this Court.

20. Should East 124<sup>th</sup> decide to sell or transfer any of its ownership in the Tapestry, if any, in whole or in part, or any portion thereof, prior to the completion of the retrofits specified in this Consent Decree for the Tapestry, East 124<sup>th</sup> will, at least thirty (30) days prior to completion of the sale or transfer: (a) provide each prospective buyer with a copy of this Consent Decree and written notice that the Tapestry is subject to this Consent Decree, including specifically East 124<sup>th</sup>'s 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 Consent Decree, subject to the jurisdiction of this Court; and (b) provide to the United States, by email 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

21. East 124<sup>th</sup> shall design and construct all new Covered Multifamily Dwellings in full compliance with one of the following standards (each a "**Standard**"), where such a single Standard has been used in its entirety: (i) the Guidelines; or (ii) a standard that the Department of Housing

and Urban Development has designated as an FHA safe harbor. During the term of this Consent Decree, upon reasonable notice, the United States will be permitted reasonable access to such properties to inspect for compliance with such standards, rules, and laws.

22. For each new Covered Multifamily Dwelling that East 124<sup>th</sup> constructs during the term of this Consent Decree (“**New Construction**”), East 124<sup>th</sup> 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.<sup>2</sup> East 124<sup>th</sup> shall direct its employees, agents, and/or contractors to seek the FHA Consultant’s advice regarding the selection of appliances (*e.g.*, 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 Tapestry; as well as other issues that arise during construction that affect accessibility. Further, prior to the completion of construction of each building, East 124<sup>th</sup> shall arrange for the FHA Consultant to conduct a visit of the building to identify any construction issues that may result in inaccessible conditions and recommend appropriate solutions.

23. The agreement or contract between East 124<sup>th</sup> and the FHA Consultant shall specify that the FHA Consultant is being retained, in part, in connection with the FHA Reviewer’s responsibilities under this Consent Decree. Further, within thirty (30) days of retaining the FHA Consultant for any New Construction during the term of this Consent Decree, East 124<sup>th</sup> shall provide a copy of this Consent Decree to the FHA Consultant and secure the signed statement from the FHA Consultant acknowledging that he or she has received and read this Consent Decree and has had an opportunity to have questions about this Consent Decree answered. This statement shall be substantially similar to the form of Appendix G.

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<sup>2</sup> The FHA Consultant may be the same individual as the FHA Reviewer.

24. During the term of this Consent Decree, East 124<sup>th</sup> shall submit, on an annual basis, a certification to the counsel for the United States affirming that they have retained an FHA Consultant for each Covered Multifamily Dwelling under construction during that year and specifying each covered multifamily dwelling for which an FHA Consultant was retained by East 124<sup>th</sup> to provide advice and the identity (and affiliation, if applicable) of the FHA Consultant. East 124<sup>th</sup> shall provide this certification within 30 days of the end of each 12-month period from the entry of this Consent Decree.

25. During the term of this Consent Decree, East 124<sup>th</sup> 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 East 124<sup>th</sup> or by any entities in which East 124<sup>th</sup> has a position of control as an officer, director, member, or manager, or has more than fifty percent (50%) ownership share:

- the name and address of the project;
- a description of the project and the individual units;
- the name, address, and telephone number of the civil engineer(s) involved with the project;
- a statement from the lead civil engineer(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 site work 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 East 124<sup>th</sup> and are involved with the project;

- a statement from the lead disability accessibility professional employed or retained by East 124<sup>th</sup>, 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 substantially comply with the requirements of the FHA, and stating a Standard with which the design specifications comply.

#### VIII. PAYMENTS TO AGGRIEVED PERSONS

26. Within thirty (30) days of the entry of this Consent Decree, East 124<sup>th</sup> shall deposit in a separate account the sum of twenty-thousand (\$20,000) dollars for the purpose of compensating any aggrieved persons who may have suffered as a result of alleged discriminatory housing practices at the Tapestry. This deposited money shall be referred to as the “**Initial Settlement Fund.**”

27. Within thirty (30) days of entry of this Consent Decree, East 124<sup>th</sup> shall place on its website a link to an electronic version of the Notice set forth in Appendix E in an Adobe Acrobat Portable Document Format (“PDF”). The link should state “Accessibility Notice” and should appear on the upper half of the website, in a conspicuous font style and color.

28. Within thirty (30) days of the entry of this Consent Decree, East 124<sup>th</sup> shall send by electronic mail a copy of the Appendix E Notice to each present resident at the Tapestry. Within seventy-five (75) days of entry of this Consent Decree, East 124<sup>th</sup> shall provide the United States with proof that the Appendix E Notice has been sent. The United States may make its own efforts to locate and provide notice to potential aggrieved persons.

29. East 124<sup>th</sup> 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, East 124<sup>th</sup> shall identify to the United States any persons who have claimed to be aggrieved by deficient accessibility at the Tapestry.

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. The United States will inform East 124<sup>th</sup> 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. If the United States determines that the Initial Settlement Fund is insufficient to compensate all aggrieved persons at the Tapestry, the United States shall be entitled to make determinations that award aggrieved persons, in the aggregate, a total amount exceeding the Initial Settlement Fund, but not exceeding fifty-thousand (\$50,000.00) dollars in total.

31. If East 124<sup>th</sup> disputes the amount of a payment to an aggrieved person, East 124<sup>th</sup> 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 East 124<sup>th</sup> and shall submit, following any objection, its reconsidered determination (a “**Reconsidered Determination**”) to East 124<sup>th</sup>, in writing, setting forth the aggrieved person and the amount that the aggrieved person shall be paid. If East 124<sup>th</sup> 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 East 124<sup>th</sup>'s objection to the Reconsidered Determination. In such an event, the Court may sustain or overrule the objection.

32. East 124<sup>th</sup> 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 aggrieved persons checks in the amounts identified by the United States, with proof of delivery provided to the United States. In no event shall the aggregate of all such checks exceed the amount of fifty-thousand (\$50,000) dollars, plus any accrued interest. No aggrieved person shall be paid until he/she has executed and delivered to the United States the release at Appendix F and the United States has delivered the original of such executed release to East 124<sup>th</sup>.

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 Consent Decree.

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 within the term of this Consent Decree, 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 Consent Decree, any remainder in the Initial Settlement Fund shall revert to the United States Treasury.

#### **IX. CIVIL PENALTY**

35. Within thirty (30) days of the date of entry of this Consent Decree, East 124<sup>th</sup> shall pay a civil penalty of ten-thousand (\$10,000.00) dollars pursuant to 42 U.S.C. § 3614(d)(1)(C) to

vindicate the public interest. East 124<sup>th</sup> shall pay said sum by following wiring instructions to be provided by the United States.

#### **X. EDUCATIONAL PROGRAM**

36. Within thirty (30) days of the entry of this Consent Decree, East 124<sup>th</sup> shall provide a copy of this Consent Decree to all of its agents and employees involved in the design or construction of the Tapestry, and secure the signed statement from each agent or employee acknowledging that he or she has received and read this Consent Decree, and has had an opportunity to have questions about this Consent Decree answered. This statement shall be substantially similar to the form of Appendix G. During the term of this Consent Decree, any new employee, agent, or supervisor of East 124<sup>th</sup> 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 agency or employment relationship with East 124<sup>th</sup>, be given a copy of this Consent Decree by East 124<sup>th</sup>, and East 124<sup>th</sup> shall require each such new agent or employee to sign a statement, acknowledging that he or she has received and read this Consent Decree, and has had an opportunity to have questions about this Consent Decree answered. This statement shall be substantially similar to the form of Appendix G.

37. Within 30 days of the entry of this Consent Decree, East 124<sup>th</sup> shall provide a copy of this Consent Decree to all its agents and employees involved in rental of units at the Tapestry, and secure the signed statement from each agent or employee acknowledging that he or she has received and read this Consent Decree, and has had an opportunity to have questions about this Consent Decree answered. This statement shall be substantially similar to the form of Appendix G.

38. During the term of this Consent Decree any new employee, agent, or supervisor of

East 124<sup>th</sup> who will be involved in the renting of units at the Tapestry shall, within 30 days after the date he or she commences an agency or employment relationship with East 124<sup>th</sup>, be given a copy of this Consent Decree by East 124<sup>th</sup>, and East 124<sup>th</sup> shall require each such new agent or employee to sign a statement, acknowledging that he or she has received and read this Consent Decree, and has had an opportunity to have questions about this Consent Decree answered. This statement shall be substantially similar to the form of Appendix F.

39. In lieu of providing individuals or entities with copies of this Consent Decree as required by the preceding Paragraphs of Section X, East 124<sup>th</sup> may instead provide a summary of this Consent Decree with the United States' advance written approval of the form and content of any proposed summary.

40. East 124<sup>th</sup> shall also ensure that its 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 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). East 124<sup>th</sup> 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 entry of this Consent Decree, East 124<sup>th</sup> and all employees and agents whose duties, in whole or in part, involve or will involve supervision over the development, design and/or construction of multifamily dwellings of the type at issue in this case 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 East 124<sup>th</sup> or its counsel, and approved by the Department of Justice; and any expenses associated with this training shall be paid by East 124<sup>th</sup>. East 124<sup>th</sup> 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. East 124<sup>th</sup> shall provide to the United States, thirty (30) days after the training, certifications executed by East 124<sup>th</sup> and covered employees and agents confirming their attendance, in a form substantially equivalent to Appendix H.

**XI. NOTICE OF NON-DISCRIMINATION POLICY**

42. Within thirty (30) days of the date of entry of this Consent Decree, East 124<sup>th</sup> shall post and prominently display in the sales or rental offices of all Covered Multifamily Dwellings owned or operated by the East 124<sup>th</sup>, 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. One hundred and eighty (180) days after the date of entry of this Consent Decree and Order, East 124<sup>th</sup> shall submit to the United States an initial report regarding the signed statements of East 124<sup>th</sup>'s employees and agents who have completed the training program specified in Section X of this Consent Decree. Thereafter, during the term of this Consent Decree, East 124<sup>th</sup> shall, on the anniversary of the entry of this Consent Decree, submit to the United States a report containing the signed statements of new employees and agents that, in accordance with Paragraph 38 of this Consent Decree, they have

received and read this Consent Decree or a summary thereof, and had an opportunity to have questions about this Consent Decree or such summary answered, except that the last report shall be due sixty (60) days prior to the anniversary.

43. For the term of this Consent Decree, East 124<sup>th</sup> shall advise the United States in writing within thirty (30) days of receipt of any written administrative or judicial fair housing complaint regarding any property owned, managed, and/or designed or constructed by them, or, to the extent known, against any employees or agents of East 124<sup>th</sup> working at or for any such property, regarding discrimination on the basis of disability in housing. Upon reasonable notice, East 124<sup>th</sup> shall also provide the United States all information it may request concerning any such complaint. East 124<sup>th</sup> shall also advise counsel for the United States, in writing, within thirty (30) days of the resolution of any complaint.

44. For the term of this Consent Decree, East 124<sup>th</sup> is required to preserve all records related to this Consent Decree for the Tapestry, the Additional Properties and any other Covered Multifamily Dwellings designed, constructed, owned, or acquired by them during the term of this Consent Decree. Upon reasonable notice to East 124<sup>th</sup>, representatives of the United States shall be permitted to inspect and copy any records of East 124<sup>th</sup> or inspect any developments or residential units under East 124<sup>th</sup>'s control bearing on compliance with this Consent Decree during business hours, provided, however, that the United States shall endeavor to minimize any inconvenience to East 124<sup>th</sup> from such inspections.

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

45. East 124<sup>th</sup> is hereby notified that, in the event that it fails to substantially comply after notice and reasonable opportunity to cure with any of the terms of this Consent Decree and the United States obtains an order establishing such noncompliance, the United States may take

any appropriate action against East 124<sup>th</sup>, 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 CONSENT DECREE**

46. The term of this Consent Decree shall commence upon entry of this Consent Decree and, subject to the requirements of Sections III, V, and VIII above, expire two (2) years and six (6) months following such entry or 30 days from the date that the Inspector certifies that that all of the necessary modifications for which East 124<sup>th</sup> has been provided access have been made, whichever date is later.

47. By executing this Consent Decree, the Parties agree that in the event that East 124<sup>th</sup> engages in any future conduct during the term of this Consent Decree that leads to a determination of a violation of the FHA, such conduct shall constitute a “subsequent violation” pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

48. The term of this Consent Decree may be extended by the mutual written agreement of the Parties.

49. The Parties agree that the only appropriate remedy for either Party’s failure to perform any non-monetary obligation contained in this Consent Decree is specific performance.

50. The United States and East 124<sup>th</sup> shall endeavor, in good faith, to resolve any differences regarding interpretation of and compliance with this Consent Decree prior to bringing such matters to the Court for resolution.

### **XIV. TIME FOR PERFORMANCE**

51. Any time limits for performance imposed by this Consent Decree may be extended by the mutual written agreement of the United States and East 124<sup>th</sup>, the consent to which shall not be unreasonably denied or withheld.

**XV. MISCELLANEOUS**

52. The United States and East 124<sup>th</sup> will bear their own costs and attorney's fees associated with this litigation.

53. The United States and East 124<sup>th</sup> understand and agree that this Consent Decree 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.

54. This Action shall be dismissed upon entry of this Consent Decree, subject to the right of the Parties to reinstate the Action for noncompliance with the terms hereof.

DATED: January 16, 2025  
New York, New York

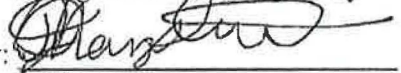
DATED: January 17, 2025  
New York, New York

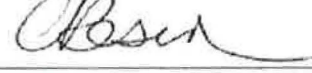
*For the United States:*

*For East 124<sup>th</sup> Street LLC*

EDWARD Y. KIM  
Acting United States Attorney

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DATED: 4/29, 2025  
New York, New York

SO ORDERED:

  
UNITED STATES DISTRICT JUDGE