

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

UNITED STATES OF AMERICA,

Plaintiff,

v.

LETTIRE CONSTRUCTION CORP.; URBAN
BUILDERS COLLABORATIVE, LLC; EAST
124TH STREET LLC; HUDSON PLG LLC;
CHESTNUT COMMONS HOUSING
DEVELOPMENT FUND CORP.; and MHANY
MANAGEMENT, INC.,

Defendants.

25 Civ. 483 (AKH)

**CONSENT DECREE AS TO
LETTIRE CONSTRUCTION
CORP., CHESTNUT
COMMONS HOUSING
DEVELOPMENT FUND
CORP., and MHANY
MANAGEMENT, INC.**

INTRODUCTION

This Consent Decree is entered into between plaintiff the United States of America (the “United States”) and defendants Lettire Construction Corp. (“Lettire”); Chestnut Commons Housing Development Fund Corp. and MHANY Management, Inc. (collectively, the “CCD”) concerning the building known as Chestnut Commons located at 110 Dinsmore Place in Brooklyn (“Chestnut Commons”).

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 Lettire and CCD have denied rights to a group of persons, in a manner raising an issue of general public importance, in that Chestnut Commons was not constructed with the features of accessible and adaptive design and construction required by the FHA, 42 U.S.C. § 3604(f)(3)(C);

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

WHEREAS, Defendant Lettire Construction Corp., in a previous consent decree entered by this Court on April 29, 2025 (Dkt. No. 20), has already resolved substantial portions of the Government's claim against it;

A. Defendants

WHEREAS Defendant Lettire Construction Corp. ("Lettire") is the general contractor for Chestnut Commons;

WHEREAS Defendant Chestnut Commons HDLC ("Chestnut Commons HDLC") has an ownership interest in Chestnut Commons;

WHEREAS MHANY Management, Inc. ("MHANY") has an ownership interest in Chestnut Commons;

B. 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”);

C. Conditions at Chestnut Commons

WHEREAS Chestnut Commons is a 14-story residential apartment complex located at 110 Dinsmore Place in Brooklyn, designed and constructed for first occupancy in 2022. Chestnut Commons contains 275 units and has elevator access. The public and common features of Chestnut Commons include, *inter alia*, a gym, community room, second-floor terrace, laundry room, and bike storage;

WHEREAS an inspection of Chestnut Commons identified, *inter alia*, conditions at Chestnut Commons that the United States alleges fail to meet the Accessible Design Requirements as set forth in Paragraph 18 of the United States’ complaint (Dkt. No. 1);

D. Agreement of the Parties to this Consent Decree

WHEREAS, the parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3614(a);

WHEREAS, Lettire and CCD agree to make modifications to Chestnut Commons as set forth herein.

It is hereby AGREED, by and between the parties:

I. COMPLIANCE WITH THE FHA

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

II. RETROFITS AT CHESTNUT COMMONS

2. The United States alleges that Chestnut Commons 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 Chestnut Commons, Lettire and CCD agree to address the conditions alleged to be FHA violations at Chestnut Commons 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, Lettire and CCD shall use commercially reasonable efforts to finish all the retrofits listed in Appendix A-1. Lettire and CCD shall make reasonable efforts to minimize inconvenience to residents of Chestnut Commons in making such retrofits.

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

5. CCD 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 Chestnut Commons listed in Appendix A-2, Lettire and/or CCD shall use commercially reasonable efforts to finish the retrofits as listed in Appendix A-2 no later than six (6) months 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. Lettire and/or CCD 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, the Lettire and/or CCD shall provide by electronic means a notice to each resident who resides in an individual

dwelling unit that is subject to being retrofitted at Chestnut Commons per Appendix A-2 that: (1) Lettire and/or CCD have agreed to retrofit certain features of the units; (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) the Lettire and/or CCD 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. CCD 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.

III. NO ADVERSE ACTION

9. Neither present nor future residents of Chestnut Commons may be charged any additional rent, deposit, fee, or other consideration for the units in which retrofits that are or may be implemented because of completed, contemplated, or possible retrofits required under this Consent Decree. Lettire and CCD shall take no adverse action against any present or future resident of Chestnut Commons 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 Defendants' rights with respect to any of Chestnut Commons 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, 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 Chestnut Commons.

IV. IMPEDIMENTS TO PERFORMANCE

10. In the event that any requested modifications are beyond Lettire and CCD'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 of Chestnut Commons 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 cannot be made, the Lettire and/or CCD shall not have any obligation to perform the or those retrofit(s). Lettire and/or CCD 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 Lettire and/or CCD to force in any way, including bringing a lawsuit against, a resident who refuses to allow Lettire and/or CCD 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 Lettire and/or CCD to perform any act beyond the expiration of this Consent Decree except with respect to work commenced prior to such expiration.

V. NEUTRAL INSPECTOR

11. Lettire and CCD 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, A-2. The Inspector shall have expertise in the design and construction requirements of the FHA.

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

13. An initial inspection of Chestnut Commons shall take place within the later of (a) thirty (30) days after the completion of all of the retrofits set forth in, Appendices A-1 and A-2, or (b) six (6) months prior to the expiration of this Consent Decree, or as soon thereafter as practicable.

14. For each initial inspection, Lettire and CCD 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.

15. The Inspector shall set out in writing the results of his or her inspection, including any deficits, and shall send that report to Lettire, CCD, and to the United States.¹ 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.

16. If the inspection indicates that not all of the required retrofits have been made as specified in the applicable Appendices, or retrofit proposals, Lettire and/or CCD, in accordance with the responsibilities set forth in Appendix A-1 and A-2, shall use commercially reasonable efforts to correct any deficiencies for which the respective party set forth in Appendix A-1 and A-2 are provided access within ninety (90) days and shall pay for another inspection by the same

¹ 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.

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 the respective party set forth in Appendix A-1 and A-2 has been provided access has been made. Lettire 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.

17. Nothing in this Consent Decree shall relieve Lettire and CCD of their obligations to schedule inspections and/or correct deficiencies as set forth in this Section (including, but not limited to, inspection of the retrofits that Lettire and/or CCD are required to make as set forth in Appendix A-1 and A-2 hereto, 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, Lettire and/or CCD shall be relieved of its obligation to perform such retrofit.

VI. TRANSFER OF INTEREST IN PROPERTIES

18. The sale or transfer of ownership, in whole or in part, of Chestnut Commons HDFC and/or MHANY interest(s) in Chestnut Commons shall not affect their continuing obligation to retrofit, and/or conduct or allow inspections or surveys of, Chestnut Commons as specified in this Consent Decree, unless the transferee 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.

19. Should Chestnut Commons HDFC and/or MHANY decide to sell or transfer any of its ownership in the Properties in whole or in part, or any portion thereof, prior to the completion of the retrofits specified in this Consent Decree for the Properties, the transferee 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 property is subject to this Consent Decree, including specifically the Chestnut Commons Defendants' 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
(DEFENDANTS CHESTNUT COMMONS HDFC AND MHANY ONLY)**

20. CCD shall design and construct all new Covered Multifamily Dwellings in full compliance with the FHA by reference to one of the following standards (each a "Standard"), where such a single Standard has been used in its entirety: (i) 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.

21. For each new Covered Multifamily Dwelling that CCD construct during the term of this Consent Decree ("New Construction"), CCD 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.² CCD shall direct their employees, agents,

² The FHA Consultant may be the same individual as the FHA Reviewer.

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 property; as well as other issues that arise during construction that affect accessibility. Further, prior to the completion of construction of each building, CCD 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.

22. The agreement or contract between CCD 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, CCD 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 F.

23. During the term of this Consent Decree, CCD 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 CCD to provide advice and the identity (and affiliation, if applicable) of the FHA Consultant. CCD shall provide this certification within 30 days of the end of each 12-month period from the entry of this Consent Decree.

24. During the term of this Consent Decree, CCD shall maintain, and provide to the United States upon reasonable request, and reasonable time to respond to said 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 CCD or by any entities in which CCD 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 CCD and are involved with the project;
- a statement from the lead disability accessibility professional employed or retained by CCD, 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

25. Within thirty (30) days of the entry of this Consent Decree, Lettire, on behalf of CCD, shall deposit in a separate account the sum of twenty-thousand dollars (\$20,000) for the purpose of compensating any aggrieved persons who may have suffered as a result of discriminatory housing practices at Chestnut Commons. This deposited money shall be referred to as the "Initial Settlement Fund."

26. Within thirty (30) days of entry of this Consent Decree, Lettire and CCD shall each place on their websites a link to an electronic version of the Notice set forth in Appendix D 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.

27. Within thirty (30) days of the entry of this Consent Decree, CCD shall send by electronic mail a copy of the Appendix D Notice to each present resident at Chestnut Commons. Within seventy-five (75) days of entry of this Consent Decree, the Chestnut Commons Defendants shall provide the United States with proof that the Appendix D Notice has been sent. The United States may make its own efforts to locate and provide notice to potential aggrieved persons.

28. Lettire and CCD 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, Lettire and CCD shall identify to the United States any persons who have claimed to be aggrieved by deficient accessibility at the Properties.

29. 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 Lettire and CCD 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 Properties, 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 dollars (\$50,000) in total, to be paid by Lettire on behalf of CCD.

30. If Lettire and/or CCD dispute the amount of a payment to an aggrieved person, Lettire and/or CCD 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 Lettire and/or CCD and shall submit, following any objection, its reconsidered determination (a "Reconsidered Determination") to Lettire and/or CCD, in writing, setting forth the aggrieved person and the amount that the aggrieved person shall be paid. If Lettire and/or CCD dispute the Reconsidered Determination, they 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 the objection to the Reconsidered Determination. In such an event, the Court may sustain or overrule the objection.

31. Lettire 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 dollars (\$50,000) 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 E and the United States has delivered the original of such executed release to Lettire and CCD.

32. 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.

33. 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 in accordance with wire instructions to be provided by counsel for the United States.

IX. CIVIL PENALTY
(DEFENDANTS CHESTNUT COMMONS HDFC AND MHANY ONLY)

34. Within thirty (30) days of the date of entry of this Consent Decree, Lettire shall pay a civil penalty of \$5,000 on behalf of Chestnut Commons HDFC and \$5,000 on behalf of MHANY pursuant to 42 U.S.C. § 3614(d)(1)(C) to vindicate the public interest. Lettire on behalf of Chestnut Commons HFC and MHANY shall pay said sum in accordance with wire instructions to be provided by counsel for the United States.

X. EDUCATIONAL PROGRAM
(DEFENDANTS CHESTNUT COMMONS HDFC AND MHANY ONLY)

35. Within thirty (30) days of the entry of this Consent Decree, CCD shall provide a copy of this Consent Decree to all of its agents and employees involved in the design or construction of the Properties, and shall endeavor to 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 F. During the term of this Consent Decree, any new employee, agent, or supervisor of CCD 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 CCD, be given a copy of this Consent Decree by CCD, and CCD shall endeavor to have 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.

36. Within 30 days of the entry of this Consent Decree, CCD shall provide a copy of this Consent Decree to all its agents and employees involved in rental of units at the Properties, 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 F.

37. During the term of this Consent Decree any new employee, agent, or supervisor of CCD who will be involved in the renting of units at the Properties shall, within 30 days after the date he or she commences an agency or employment relationship with Defendants, be given a copy of this Consent Decree by CCD, and CCD shall endeavor to have 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.

38. In lieu of providing individuals or entities with copies of this Consent Decree as required by the preceding paragraphs of Section X, CCD 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.

39. CCD 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). CCD 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.

40. Within ninety (90) days of the entry of this Consent Decree, CCD 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 CCD or their counsel, and approved by the Department of Justice; and any expenses associated with this training shall be paid by CCD. CCD 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. CCD shall provide to the United States, thirty (30)

days after the training, certifications executed by CCD and covered employees and agents confirming their attendance, in a form substantially equivalent to Appendix G.

**XI. NOTICE OF NON-DISCRIMINATION POLICY
(DEFENDANTS CHESTNUT COMMONS HDFC AND MHANY ONLY)**

41. Within thirty (30) days of the date of entry of this Consent Decree, CCD shall post and prominently display in the sales or rental offices of all Covered Multifamily Dwellings owned or operated by CCD, 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.

42. During the term of this Consent Decree, in all future advertising in newspapers and electronic media, and on pamphlets, brochures and other promotional literature regarding the existing complexes or any new complexes that CCD may develop or construct, CCD shall place, in a conspicuous location, a statement that the dwelling units include features for persons with disabilities required by the FHA.

43. One hundred and eighty (180) days after the date of entry of this Consent Decree and Order, CCD shall submit to the United States an initial report regarding the signed statements of CCD's employees and agents who have completed the training program specified in paragraph 40 of this Consent Decree. Thereafter, during the term of this Consent Decree, CCD 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 40 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.

44. For the term of this Consent Decree, CCD 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 CCD working at or for any such property, regarding discrimination on the basis of disability in housing. Upon reasonable notice, CCD shall also provide the United States all information it may request concerning any such complaint. CCD shall also advise counsel for the United States, in writing, within thirty (30) days of the resolution of any complaint.

45. For the term of this Consent Decree, CCD are required to preserve all records related to this Consent Decree for the Subject Property, 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 CCD, representatives of the United States shall be permitted to inspect and copy any records of CCD's or inspect any developments or residential units under CCD'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 CCD from such inspections.

XII. LOW-INCOME HOUSING TAX CREDIT PROGRAM COMPLIANCE

46. Lettire and CCD are hereby notified that, in the event that they fail 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 that Defendant, 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

47. The term of this Consent Decree shall commence upon entry of this Consent Decree and expire two (2) years following such entry or 30 days from the date that the Inspector certifies

that that all of the necessary modifications for which the Lettire and/or CCD have been provided access have been made, whichever date is later.

48. By executing this Consent Decree, the parties agree that in the event that Lettire and/or CCD engage 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).

49. The term of this Consent Decree may be extended by the mutual written agreement of the parties.

50. The parties agree that the only appropriate remedy for any signatory party to this Consent Decree’s failure to perform any non-monetary obligation contained in this Consent Decree is specific performance, provided entry to perform such work is allowed.

51. The United States, Lettire, and CCD 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

52. Any time limits for performance imposed by this Consent Decree may be extended by the mutual written agreement of the United States, Lettire, and CCD, the consent to which shall not be unreasonably denied or withheld.

XV. MISCELLANEOUS

53. The United States, Lettire, and CCD will bear their own costs and attorney’s fees associated with this litigation.

54. The United States, Lettire, and CCD 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.

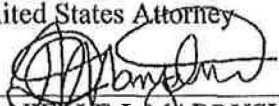
55. This action shall be dismissed upon entry of this Consent Decree, subject to the right of the parties to reinstate the Action for noncompliance with the terms hereof.

DATED: April 10, 2026
New York, New York

For the United States:

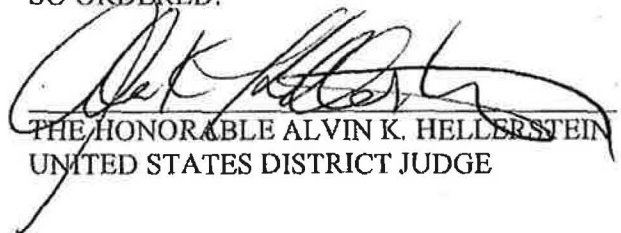
JAY CLAYTON
United States Attorney

By:


DANIELLE J. MARRYSHOW
Assistant United States Attorneys
86 Chambers Street, 3rd Floor
New York, New York 10007
Tel.: (212) 637-2689
Danielle.Marryshow@usdoj.gov

DATED:  2026
New York, New York

SO ORDERED:


THE HONORABLE ALVIN K. HELLERSTEIN
UNITED STATES DISTRICT JUDGE

DATED: April 9, 2026
New York, New York

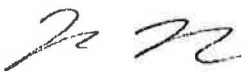
For Chestnut Commons Housing
Development Fund Corp. and MHANY
Management, Inc.:

KAUFMAN DOLOWICH, LLP

By: 
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White Plains, New York 10601
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mcartaya@kaufmandolowich.com

For Lettire Construction Corp.:

VENABLE, LLP

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New York, New York 10036
(212) 370-6240
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SCHILLING LAW LLC

By: /s/ Andrew Schilling
Andrew W. Schilling
810 Seventh Avenue
New York, NY 10019
Telephone No. (212) 551-7880
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APPENDIX A-1**PUBLIC AND COMMON USE AREAS AT CHESTNUT COMMONS**

As soon as reasonably possible, but no later than six (6) months from the entry of this Consent Decree, Lettire and/or CCD shall complete the retrofits identified in accordance with Appendix A

COMMON USE AREAS

ELEMENT	CONDITION	AGREED UPON RETROFIT
Elevator hall lanterns must be provided. Audible signal must sound once for up and twice for down.	There are no pings when the elevator is going down.	Provide elevator hall lanterns and an audible signal that sounds once for up and twice for down.
The emergency two-way communication device in the elevator cannot require voice communication.	The emergency two-way communication device in the elevator requires voice communication.	Install an emergency two-way communication device in the elevator that does not require voice communication.
Where the underside of an object is more than 27" and less than 80" above the floor, the object may not protrude into the circulation path by more than 4".	In the stairwells at several locations, the standpipes have horizontal runs. The underside of the pipe fittings are 70" to 74" above the floor and protrude about 7" to 12" into the circulation path.	Lettire will pay for and install cane-detection devices in all stairwell locations where this condition exists.

SECOND FLOOR TERRACE

ELEMENT	CONDITION	AGREED UPON RETROFIT
The top of the threshold cannot be more than 1/2" above the landing on both sides of the door. If it is taller than 1/4", it must be beveled 1:2.	At south entrance to the terrace, the top of the threshold is 1 1/4" above the landing.	Lettire will pay for and install a compliant threshold.
The pull side of the door requires a forward approach. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch of the door.	At the south entrance to the terrace, the maneuvering space extends only 15 1/2" beside the latch side of the door.	Lettire will pay for and install an automatic door opener at the south door to the roof terrace.

APPENDIX A-1**FITNESS CENTER**

ELEMENT	CONDITION	AGREED UPON RETROFIT
The top of the threshold cannot be more than 1/2" above the landing on both sides of the door. If it is taller than 1/4", it must be beveled 1:2.	At corridor entrance to the Fitness Center, the top of the threshold is 1" above the Fitness floor and is beveled only 1:1 1/2.	Lettire will pay for and install a compliant threshold.
The pull side of the door requires a latch-side approach. The door has a closer. Therefore, the maneuvering space must be at least 54" deep and must extend at least 24" from the latch.	On the fitness side of the door, the maneuvering space is only 47" deep and only extends 17 1/2" beside the latch.	Lettire will pay for and install a self-closing hinge.
The accessible route must be at least 36" wide. Accessible route may narrow to 32" for a distance of no more than 24".	Parts of the accessible route to each type of fitness equipment narrow to less than 36" wide for a distance of more than 24".	Equipment will be relocated to create accessible route.

RESIDENT LOUNGE

ELEMENT	CONDITION	AGREED UPON RETROFIT
Accessible route may narrow to 32" for a distance of no more than 24".	The accessible route between the table and the wall is reduced to about 27 3/4".	Furniture will be relocated to create accessible route.
Operable parts must be within reach. A side reach over the range is required to reach the hood light and exhaust fan switches. The range is 36" tall and switches are within 10" of the front edge. Therefore, the switches must be within 48" of the floor.	The switches are mounted on the hood more than 54" above the floor. The light and fan controls on the hood have multiple settings. The wall switches for the hood light and fan are only off and on.	Range remotes will be placed by CCD in the resident lounge.
Pipes under the sink must be insulated to protect a person from burns and from sharp or abrasive edges.	The parts of the plumbing under the sink are not insulated. The sharp edges of plumbing clamps are left exposed.	Insulation will be adjusted and plumbing clamps will be replaced by CCD.

APPENDIX A-1

The sink knee space must be at least 30" wide, at least 27" for a distance of at least 8" past the front ledge. Toe space must be at least 9" high and extend 17" to 25" under the sink. The faucet control must be no farther from the front edge of the counter than the end of the toe space.	The toe space is only 17 3/4" deep, and the faucet levers are about 22 1/2" from front edge of the counter.	CCD to install extender for the faucet.
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LAUNDRY ROOM

ELEMENT	CONDITION	AGREED UPON RETROFIT
The pull side of the door requires a forward approach. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch of the door.	A trash can restricts the maneuvering space. The maneuvering space extends only 9 1/2" beside the latch side of the door.	Trash can will be relocated by CCD to expand maneuvering space.
At least one of each type of washer and dryer must comply. Where there are more than 3, at least two must comply. Operable parts must be between 15" and 48" above the floor.	The card swipes on the large capacity washers are 56" above the floor and the start button is 53 1/2" above the floor.	Card swipes will be lowered by CCD.

ROOF

ELEMENT	CONDITION	AGREED UPON RETROFIT
A forward approach to the push side of the door is required. The door has both a latch and a closer. Therefore, the maneuvering space must extend 12" to the latch side of the door.	The door to the Roof Terrace has a latch and a closer. The maneuvering space extends only 10" to the latch side of the door.	Lettire will pay for and install code compliant fire rated spring hinges.
The top of the threshold cannot be more than 1/2" above the landing on both sides of the door. If it is taller than 1/4", it must be beveled 1:2.	At the door to the Roof Terrace the top of the threshold is 1 1/4" above the landing.	Lettire will pay for and install compliant threshold.

APPENDIX A-1

Maneuvering space at the door cannot have a slope in either direction of more than 2% in either direction.	The maneuvering space at the door to the Roof Terrace has a running slope of 4.3%.	Lettire will pay for and perform work to adjust pavers to achieve 2% maximum slope, cross slope.
Where the underside of an object is more than 27" and less than 80" above the floor, the object may not protrude into the circulation path by more than 4".	The sink counter is along a circulation path. The underside of the counter is 29 3/4" above the ground and projects 19" into the circulation path.	Lettire will pay for and install cane detection device on the corner of the sink.

APPENDIX A-2

UNIT RETROFITS AT CHESTNUT COMMONS

As soon as reasonably possible, but no later than 2 years from the entry of this Order, Lettire and CCD shall complete the retrofits as listed below in this Appendix A-2.

COMPLIANT ROLLER SHADES

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 5

UNIT(S)	CONDITION	AGREED UPON RETROFIT
All Section 504/ADA Mobility Units	Where roller shades are provided, at least one window in each sleeping, living, and dining space shall have compliant operable parts on the roller shades.	Lettire will pay for and install outfit roller shades with compliant operable parts.

INTERIOR DOOR THRESHOLDS

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 4, SEC. (4)

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Several units	Inside certain dwelling units, the bathroom door threshold is 1/2" tall. The bevel is too steep at 1:1.	Lettire will pay for and install compliant threshold.
V-line units	On the corridor side of the entrance door, the bevel is too steep at 1:1 1/4.	Lettire will pay for install compliant threshold.

APPENDIX A-2

SHOWER SEATS

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 6

UNIT(S)	CONDITION	AGREED UPON RETROFIT
All Section 504/ADA Mobility Units	In the accessible bathroom, the shower seat is about 20 3/4" above the floor.	Lettire to pay for, replace, and install lower shower seat such that it is mounted 17" to 19" above the floor.

LAVATORY PIPES AND CLEARANCE

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7(2)(a)(ii) or 7(2)(b)(v) and 4.19.2.1

UNIT(S)	CONDITION	AGREED UPON RETROFIT
All Section 504/ADA Mobility Units	Pipes under the accessible lavatory are not insulated.	CCD will provide insulation upon request.

KITCHEN CLEARANCE

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

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Several units	U-shaped kitchen is only about 53 1/2" wide in front of the refrigerator.	Lettire to pay for and install removable base cabinet to create additional clearance space.
Several units	A 30" wide accessible work space is not provided adjacent to the oven.	Lettire will swap the appliance adjacent cabinet to create the accessible workspace at the request of a tenant or prospective tenant; provided that this retrofit shall be completed no later than ten (10) days after receiving such a request.

APPENDIX A-2

KITCHEN SINKS AND RANGES

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

UNIT(S)	CONDITION	AGREED UPON RETROFIT
All Section 504/ADA Mobility Units	The pipes under the kitchen sink are not insulated.	CCD will provide insulation upon request.
All Section 504/ADA Mobility Units	The light and fan controls on the hood have multiple settings. There is only one on/off wall switch for the light and fan which cannot accommodate the 2 settings for the light and 3 settings for the fan.	CCD will provide range remotes upon request.

APPENDIX B

**NOTICE OF RETROFITS TO PUBLIC AND COMMON USE AREAS
OF CHESTNUT COMMONS**

To Our Residents and Prospective Residents:

Federal law requires that the public and common use areas at Chestnut Commons contain accessibility features for persons with disabilities. Within the next six (6) months, we will be undertaking a program of retrofits to the public and common use areas to make them more accessible to persons with disabilities. A list of mandatory retrofits we will be undertaking is available at the leasing office. We do not anticipate that current residents will have to be relocated during the term of their tenancy or that prospective residents will have their move-in dates delayed because of the retrofits we will be undertaking.

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

Sincerely,

Chestnut Commons

APPENDIX C

NOTICE TO RESIDENTS OR PROSPECTIVE RESIDENTS

OF RETROFITS FOR CHESTNUT COMMONS,

WHICH MUST BE SCHEDULED WITHIN THE NEXT TWO (2) YEARS

Chestnut Commons is dedicated to the principle of equal housing opportunity. The Federal Fair Housing Act requires that apartments in newer apartment communities have certain features of physical accessibility for people with disabilities.

This is to advise you that, as a result of a settlement in a case brought by the United States against the developers and designers of this apartment complex, we have agreed to modify, by varying degrees, the apartments at Chestnut Commons to provide greater accessibility for people with disabilities. Your unit or prospective unit is one of those that does not meet the accessibility requirements of the Fair Housing Act. We want you to know that you may request to have your apartment, or prospective apartment, modified now at no cost to you. The actual work will take no more than five days and, should you have to move out temporarily, we will pay reasonable relocation and housing expenses while the modifications are being made.

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

Modification of door entries and thresholds to ensure accessibility to persons in wheelchairs;

Modification of bathrooms to ensure accessibility to persons in wheelchairs;

Modification of kitchen appliances to ensure usability by persons with disabilities; or

While you do not have to request the modifications now, you should be aware that some of this work must be completed **within the next two years**, regardless of your intention to stay in the apartment for a longer time. A representative will be contacting you soon to review these modifications and to discuss a time frame within which these modifications may be made.

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

APPENDIX D

**NOTICE TO PERSONS WHO MAY HAVE SUFFERED FROM INADEQUATE
ACCESSIBLE FEATURES AT CHESTNUT COMMONS**

On _____, 2026, the United States District Court for the Southern District of New York entered a consent decree resolving a lawsuit brought by the United States Department of Justice against Lettire Construction Corp., Chestnut Commons Housing Development Fund Corp., and MHANY Management, Inc., alleging a failure to include certain accessible features for persons with disabilities required by the Fair Housing Act, 42 U.S.C. § 3604(1)(3)(c), in the design and construction of Chestnut Commons.

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

- WERE DISCOURAGED FROM LIVING AT THIS PROPERTY BECAUSE OF THE LACK OF ACCESSIBLE FEATURES;
- HAVE BEEN HURT IN ANY WAY BY THE LACK OF ACCESSIBLE FEATURES AT THIS PROPERTY;
- PAID TO HAVE AN APARTMENT AT THIS PROPERTY MADE MORE ACCESSIBLE TO PERSONS WITH DISABILITIES; OR
- WERE OTHERWISE DISCRIMINATED AGAINST ON THE BASIS OF DISABILITY AT THIS PROPERTY.

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

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

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

APPENDIX E

RELEASE FORM

In consideration of the payment of the sum of _____ dollars (\$ _____), pursuant to the Consent Decree entered in *UNITED STATES OF AMERICA v. LETTIRE CONSTRUCTION CORP.*, 25-CV-483 (S.D.N.Y.), I hereby release Lettire Construction Corp., Chestnut Commons Housing Development Fund Corp., and MHANY Management, Inc., from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in the above-styled action.

I fully acknowledge and agree that this release of Lettire Construction Corp., Chestnut Commons Housing Development Fund Corp., and MHANY Management, Inc., shall be binding on my heirs, representatives, executors, successors, administrators, and assigns.

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

(Signature)

(Print Name)

(Date)

APPENDIX F

ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER

I, _____, am an employee of _____, and my duties include _____.

I have received and read a copy of the Consent Decree *UNITED STATES OF AMERICA v. LETTIRE CONSTRUCTION CORP.*, 25-CV-483 (S.D.N.Y.), and have been given instruction on (1) the terms of this Consent Decree, (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 Decree and the Fair Housing Act. I have had all of my questions concerning the Consent Decree answered to my satisfaction.

(Signature)

(Print Name)

(Date)

APPENDIX G

CERTIFICATION OF FAIR HOUSING TRAINING

On _____, I attended training on the federal Fair Housing Act, including its requirements concerning physical accessibility for persons with disabilities. I was also instructed as to the rental policies and procedures, including the nondiscrimination, complaint, and reasonable accommodation policies of the Fair Housing Act. I have had all of my questions concerning the Fair Housing Act answered to my satisfaction.

(Signature)

(Print Name)

(Date)