

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FAIR HOUSING JUSTICE CENTER, INC.

Plaintiff,

v.

THE RABSKY GROUP LLC; PURVIS HOLDINGS
LLC; SALAMON ENGINEERING PLLC; NORTH-
DRIGGS HOLDINGS, LLC; NORTH PLAZA
HOLDINGS, LLC; and DURUKAN DESIGN INC.,

Defendants.

17 Civ. 4006 (ERK) (PK)

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into by and between Plaintiff Fair Housing Justice Center, Inc. (“FHJC”); and Defendants The Rabsky Group LLC, Purvis Holdings LLC, North-Driggs Holdings, LLC; North Plaza Holdings, LLC (together, the “Rabsky Defendants”), Salamon Engineering PLLC (“Salamon”), and Durukan Design Inc. (“Durukan” and collectively, the “Defendants”); by and through their respective counsel (together, the “Parties”).

WHEREAS, on January 18, 2018, Plaintiff filed an Amended Complaint, alleging that Defendants discriminated on the basis of disability in the design and construction of one multi-family residential building in Queens County, New York (“Halo LIC”), and that the Rabsky Defendants and Durukan discriminated on the basis of disability in the design and construction of two multi-family buildings in Kings County, New York (which during discovery proved to be comprised of three multi-family buildings) (the “Driggs Developments”) in violation of the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*; the New York State Human Rights Law, New York Executive Law § 296 *et seq.*; and the New York City Human Rights Law, New

York City Admin. Code § § 8-107 *et seq.*

WHEREAS, Plaintiff and the Defendants desire to voluntarily resolve the claims asserted by Plaintiff in this lawsuit, and agree that the terms of this Agreement, as a compromise to avoid protracted expenses and litigation, reflect a full and fair resolution of the disputes between the Parties;

and

WHEREAS, Plaintiffs and the Defendants respectfully request that the Court approve and enter the Stipulation of Settlement, and retain jurisdiction to enforce the terms of their settlement agreement;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Parties that all claims will be compromised, settled, released, and dismissed upon and subject to the terms of this Agreement, as follows:

SECTION I

DEFINITIONS

1. As used in this Agreement, the following terms will have the following meanings:
 - a. “Plaintiff” Fair Housing Justice Center, Inc.
 - b. “Rabsky Defendants” means The Rabsky Group LLC, Purvis Holdings LLC, North Plaza Holdings, LLC, and North-Driggs Holdings LLC
 - c. “Durukan” means Durukan Design Inc.
 - d. “Salamon” means Salamon Engineering PLLC
 - e. “Action” means *Fair Housing Justice Center, Inc. v. The Rabsky Group LLC, et al.*, 17 Civ. 4006 (ARR) (PKK), pending in the United States District Court for the Eastern District of New York.

- f. “Amended Complaint” means the Amended Complaint that Plaintiffs filed in this Action on January 18, 2018.
- g. “Halo LIC” means the 284-unit multi-family rental building located at 44-51 Purves Street, Long Island City, Queens, New York.
- h. “Driggs Developments” refers collectively to Driggs Building A, a 113-unit multi-family rental building; Driggs Building B, a 34-unit multi-family rental building; and Driggs C, a 64-unit multi-family rental building. The Driggs Developments are located on Driggs Avenue between 9th Street and 10th Street in Williamsburg, Brooklyn, New York.
- i. “Covered Multifamily Dwellings” means (a) all units in buildings consisting of four or more units if such buildings have at least one elevator, and (b) ground floor units in buildings consisting of four or more units if such buildings do not have an elevator that are designed and/or constructed by any Defendant or a Defendant’s subsidiary during the term of this Agreement.
- j. “Covered Sites” collectively means Halo LIC and the Driggs Developments, each of which is referred to herein as a “Subject Property”, and all residential developments with Covered Multifamily Dwellings to which any of the Rabsky Defendants provides its professional services and/or owns, operates, develops, constructs, and/or manages during the term of this Agreement, where initial occupancy of any covered multifamily dwelling occurs on or after the Effective Date of this Agreement, unless stated otherwise.

k. "FHJC's Service Area" means New York City and Nassau, Suffolk, Westchester, Dutchess, Orange, Putnam, and Rockland Counties.

SECTION II

TERM AND SCOPE OF AGREEMENT

2. All obligations under this Agreement, unless otherwise specified, will commence within thirty (30) days from the date this Agreement is so-ordered by the Court ("Effective Date"), and shall remain in effect for a period of either (a) six (6) years from the Effective Date, or one (1) year after the completion of the retrofits described in Paragraphs 8 through 13 below and the UFAS units described in Paragraphs 51 through 60 below, whichever is later, unless stated otherwise.

3. This Agreement will be binding on the Defendants and all their employees, agents, representatives, officers, heirs, assigns, subsidiaries, or successors in interest, unless otherwise specified. With respect to Durukan, this Agreement will remain in effect for three (3) years from the Effective Date. With respect to Salamon, this Agreement will remain in effect for five (5) years from the Effective Date.

4. Unless otherwise specified, the terms of this Agreement will apply to the policies for the design, construction, and/or development of, and/or the operation by each Rabsky Defendant of Covered Sites in New York City and in Dutchess, Nassau, Orange, Putnam, Rockland, Suffolk, and Westchester Counties.

5. The United States District Court for the Eastern District of New York will retain jurisdiction to enforce the terms of this Agreement upon the filing of an appropriate motion by Plaintiff. The Parties to this Agreement will endeavor in good faith to informally resolve any differences regarding compliance and interpretation of this Agreement. Prior to the filing of any

such motion, Plaintiff will give the Defendants written notice of any instance of alleged noncompliance with this Agreement and provide the Defendants with an opportunity to cure any alleged noncompliance. The Parties agree to confer within forty-five (45) days of the written notice to discuss a reasonable resolution of the allegation(s) and a reasonable timetable to implement the resolution. Only if the parties are unable to reach an agreement, may Plaintiff file a motion with the Court to enforce this Agreement.

SECTION III

MONETARY RELIEF

6. The Defendants will pay the total sum of Nine Hundred Fifty Thousand Dollars (\$950,000.00) in full and final settlement of all of Plaintiff's claims against the Defendants in this Action, including but not limited to damages, attorneys' fees, and costs ("Settlement Amount"). The Settlement Amount shall be paid via checks or money transfers, as follows:

- a. Two Hundred Eighty Seven Thousand Five Hundred Dollars (\$287,500) of the Settlement Amount will be delivered by the Rabsky Defendants to Plaintiff's counsel, Emery Celli Brinckerhoff Abady Ward & Maazel LLP ("ECBAWM"), on behalf of Plaintiff, at its offices located at 600 Fifth Avenue, 10th Floor, New York, New York 10020 within thirty (30) days of the Effective Date. This portion will be made payable to "Emery Celli Brinckerhoff Abady Ward & Maazel LLP as attorneys for FHJC." The Rabsky Defendants shall not be liable for the payment obligations of Salomon and/or Durukan. Plaintiff's release in favor of the Rabsky Defendants, as set forth in Section XIV below, shall not be contingent on payment by Salomon or Durukan of their respective shares of the Settlement Amount.

- b. Three Hundred Fifty Thousand Dollars (\$350,000) of the Settlement Amount will be delivered by the Rabsky Defendants to ECBAWM at its offices located at 600 Fifth Avenue, 10th Floor, New York, New York 10020 within sixty (60) days of the Effective Date. This portion of the Settlement Amount will be made by check payable to “Fair Housing Justice Center, Inc.” This portion will be used by FHJC for the Adele Friedman Housing Accessibility Fund to provide financial assistance to people with disabilities seeking to modify their dwelling units and/or common areas to increase accessibility. At its discretion, FHJC may use a portion of the accessibility fund to pay the costs of administering the fund, and to retain architects and other design professional to inspect dwellings and prepare reports related to requests for modifications.
- c. One Hundred Thousand Dollars (\$100,000) of the Settlement Amount will be delivered by Salamon to ECBAWM at its offices located at 600 Fifth Avenue, 10th Floor, New York, New York 10020 within thirty (30) days of the Effective Date. This portion will be made payable to “Emery Celli Brinckerhoff Abady Ward & Maazel LLP as attorneys for FHJC.” Salamon shall not be liable for the payment obligations of the Rabsky Defendants or Durukan. Plaintiff’s release in favor of Salamon, as set forth in Section XIV below, shall not be contingent on payment by the Rabsky Defendants or Durukan of their respective shares of the Settlement Amount.
- d. The remaining sum due over \$737,500 to Plaintiff will be delivered by Durukan to ECBAWM at its offices located at 600 Fifth Avenue, 10th Floor,

New York, New York 10020 within thirty (30) days of the Effective Date provided that Durukan has received a W-9 for Plaintiff, and Plaintiff's counsel, ECBAWM, and the fully executed Settlement Agreement within that time period. This portion will be made payable to "Emery Celli Brinckerhoff Abady Ward & Maazel LLP as attorneys for FHJC." Durukan shall not be liable for the payment obligations of the Rabsky Defendants or Salomon. Plaintiff's release in favor of Durukan, as set forth in Section XIV below, shall not be contingent on payment by the Rabsky Defendants or Salomon of their respective shares of the Settlement Amount.

7. Concurrently with the execution of this Agreement, the Defendants will deliver to ECBAWM, as counsel for Plaintiff, a signed Stipulation and Order of Dismissal. The Parties agree to stipulate that the order will vest the Court with jurisdiction for the sole purpose of enforcing the terms of the Agreement. Counsel for Plaintiff will file the executed Stipulation and Order of Dismissal, with the Court to dismiss the Defendants within ten (10) business days after the Defendants have made the payments described in the preceding Paragraph.

SECTION IV

PROVISIONS RELATING TO SUBJECT PROPERTY RETROFITS

The Parties agree that the Settlement Amount described in Section III does not include the cost of retrofits to individual dwelling units and common use areas of the Halo LIC and Driggs Developments. The Parties further agree that the Rabsky Defendants shall bear the costs of all individual dwelling unit and common use area retrofits specified in this Settlement Agreement.

Subject Property Common Use Area Retrofits

8. The Retrofit Plans for Halo LIC and the Driggs Developments, attached as Exhibit G, are hereby incorporated into and made enforceable as part of this Settlement Agreement.

9. It is expressly agreed by all parties that Durukan and Salamon have no obligations to retrofit the Halo LIC and the Driggs Developments pursuant to this Settlement Agreement or otherwise.

10. The Rabsky Defendants will retrofit the Halo LIC and Driggs Developments common use areas through the following procedure:

- a. All common use area retrofits detailed in the Retrofit Plans, Exhibit G, will be performed by the Rabsky Defendants at the Rabsky Defendants' expense within the period of time specified for each respective retrofit in Exhibit G.
- b. Within thirty (30) days of the completion of the common use area retrofits specified in Exhibit G at a particular Subject Property, the Rabsky Defendants shall provide Plaintiff written confirmation of the completion of the retrofits at that respective Subject Property.
- c. Within ninety (90) days of its receipt of written notification that the Rabsky Defendants have completed the retrofits specified in Exhibit G at a specific Subject Property, an architect retained by FHJC (the "Inspector"), shall inspect the common use areas at that particular Subject Property and assess whether the specific retrofits detailed in Exhibit G (i) were completed and (ii) comply with the FHA. The cost of retaining the Inspector for this purpose shall be paid by FHJC. The Rabsky Defendants will ensure that the Inspector

has access to the retrofitted features and elements in order to conduct the inspection.

- d. If, upon his or her inspection of a particular Subject Property, the Inspector finds that any retrofits specified in Exhibit G were either (i) not completed in a good and workmanlike manner and/or (ii) fail to comply with the FHA or the applicable accessibility requirements of the New York City Building Code, the Inspector shall provide the Parties a written Notice of Denial of Certification. The Notice shall identify with particularity all deviations from compliance with the Retrofit Plans and/or the failure to make such retrofits in a good and workmanlike manner. The Rabsky Defendants agree to correct any such deviations from compliance from the Retrofit Plan and/or workmanlike standards. The foregoing inspection process shall be repeated as many times as necessary until the Inspector is satisfied that all retrofits have been performed in a good and workmanlike manner and are compliant with the terms of this Settlement Agreement, except that in lieu of making a repeat on-site inspection, the Inspector, in his or her reasonable discretion, may accept photographic and other evidence that shows both the location of the measurement and the measurement itself that a particular retrofit has been performed in accordance with the Retrofit Plan.
- e. When, upon his or her inspection of a specific Subject Property, the Inspector determines that all common area retrofits specified in the Retrofit Plans have been completed in a good and workmanlike manner and in compliance with the FHA and the applicable accessibility requirements of the New York City

Building Code, the Inspector shall issue a written Certificate of Compliance for that particular Subject Property and provide a copy to the Parties. The Inspector's Certificate of Compliance shall be deemed final and binding on Plaintiff as to the respective Subject Property and shall fully discharge the Rabsky Defendants from any further obligations to make retrofits to the common areas of that respective Subject Property under this Settlement Agreement.

Subject Property Individual Unit Retrofits

11. It is expressly agreed by all parties that Durukan and Salamon have no obligations to retrofit the Halo LIC and the Driggs Developments pursuant to this Settlement Agreement or otherwise.

12. The Rabsky Defendants will retrofit the Halo LIC and Driggs Developments individual units through the following procedure:

- a. All individual unit retrofits detailed in the Retrofit Plans, Exhibit G, will be performed by the Rabsky Defendants at the Rabsky Defendants' expense within the period of time or upon the occurrence of the triggering event specified for each respective retrofit in Exhibit G. Plaintiff acknowledges that certain of the individual units in the Halo LIC and Driggs Developments were not inspected for compliance with the FHA, and that there may be instances in which certain of the conditions identified in the Retrofit Plans in Exhibit G need not be retrofitted to achieve compliance with the FHA. In the event the Rabsky Defendants find that certain of the conditions identified in the Retrofit Plans already

comply with such accessibility requirements, the Rabsky Defendants shall provide the FHJC with photographs and measurements sufficient to demonstrate such compliance within the period of time or upon the occurrence of the triggering event specified for such respective retrofits in Exhibit G. If the FHJC agrees with the Rabsky Defendants that the condition is compliant, then FHJC will notify the Rabsky Defendants in writing within fourteen (14) days of receipt of the information and the Rabsky Defendants have no further obligation to modify or retrofit the condition. In the event FHJC finds that the information provided by the Rabsky Defendants is insufficient to demonstrate compliance with the FHA and New York City Building Code or finds that such conditions do not comply with the FHA and the New York City Building Code, the FHJC will notify the Rabsky Defendants in writing within fourteen (14) days of receipt of the information that an inspection is needed. Such inspections will be conducted during the inspections described in Paragraph 10 above and shall be conducted at the FHJC's expense.

- b. At the end of each calendar year, during the term of this Agreement, the Rabsky Defendants shall provide the FHJC a written notice describing the individual unit retrofits in Exhibit G that were made during the preceding year.
- c. The Rabsky Defendants shall give the FHJC Inspector an opportunity to inspect the completed individual unit retrofits in order to assess whether the specific retrofits detailed in Exhibit G (i) were completed and (ii)

comply with the FHA. The cost of retaining the Inspector for this purpose shall be paid by FHJC. The Rabsky Defendants will ensure that the Inspector has access to the retrofitted individual units in order to conduct the inspection.

- d. If, upon his or her inspection of a particular Subject Property's individual units, the Inspector finds that any retrofits specified in Exhibit G were either (i) not completed in a good and workmanlike manner and/or (ii) fail to comply with the FHA or the applicable accessibility requirements of the New York City Building Code, the Inspector shall provide the Parties a written Notice of Denial of Certification. The Notice shall identify with particularity all deviations from compliance with the Retrofit Plans and/or the failure to make such retrofits in a good and workmanlike manner. The Rabsky Defendants agree to correct any such deviations from compliance from the Retrofit Plan and/or workmanlike standards. The foregoing inspection process shall be repeated as many times as necessary until the Inspector is satisfied that all retrofits have been performed in a good and workmanlike manner and are compliant with the terms of this Settlement Agreement, except that in lieu of making a repeat on-site inspection, the Inspector, in his or her reasonable discretion, may accept photographic and other evidence that shows both the location of the measurement and the measurement itself that a particular retrofit has been performed in accordance with the Retrofit Plan.

e. When, upon his or her inspection of a specific Subject Property, the Inspector determines that all individual unit retrofits specified in the Retrofit Plans have been completed in a good and workmanlike manner and in compliance with the FHA and the applicable accessibility requirements of the New York City Building Code, the Inspector shall issue a written Certificate of Compliance for that particular Subject Property and provide a copy to the Parties. The Inspector's Certificate of Compliance shall be deemed final and binding on Plaintiff as to the respective Subject Property and shall fully discharge the Rabsky Defendants from any further obligations to make retrofits to the individual units of that respective Subject Property under this Settlement Agreement, not including any individual unit retrofits that may be provided to new tenants upon request or must be completed upon unit turnover. The Certificate of Compliance shall be filed with the Court.

13. All deadlines and dates for performance by the Rabsky Defendants or Plaintiff under Section IV of this Agreement and the Retrofit Plans, Exhibit G, may be extended or modified by written agreement of the Rabsky Defendants and Plaintiff.

SECTION V

FAIR HOUSING POLICIES

14. Defendants, their officers, employees, successors, and assigns agree not to discriminate on the basis of disability as prohibited by the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*, and the New York State Human Rights Laws, New York Executive Law § 296 *et seq.*, the New York City Human Rights Law, New York City Administrative Code § 8-107 *et seq.* This

includes agreeing to comply with the Final Fair Housing Accessibility Guidelines (1991), the Fair Housing Act Design Manual (rev 1998), and any of the safe harbors the U.S. Department of Housing and Urban Development recognizes for compliance with the Fair Housing Act's design and construction requirements.

15. The term "discriminate" as used in the preceding two Paragraphs includes the following conduct against residents or prospective residents on the basis of disability by, without limitation:

- a. Denying or withholding housing or otherwise making housing unavailable due to a person's disability;
- b. Representing to any person that housing is not available for inspection, or rental due to that person's disability or the disability of a person intending to reside in the housing;
- c. Discriminating in the terms, conditions, privileges or facilities of rental because of disability;
- d. Making, printing, or publishing, or causing to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of housing that indicates a preference, limitation, or discrimination based on disability; or
- e. Coercing, intimidating, threatening, or interfering with any person, including Plaintiff, in the exercise or enjoyment of, or on account of his/her having aided or encouraged any other person in the exercise or enjoyment of any right protected by federal, state or New York City fair housing laws.

16. Within thirty (30) days of the execution of this Agreement, the Rabsky Defendants shall identify a Fair Housing Compliance Officer as its point of contact for FHJC during the term of the Agreement.

17. The Rabsky Defendants shall adopt the Anti-Discrimination Policy attached hereto as Exhibit A-1. The Rabsky Defendants will ensure that each of the Rabsky Defendants' principals and the Rabsky Defendants' employees with responsibility for the development, design, construction, or rental of covered multifamily dwellings receives a copy of the Anti-Discrimination Policy and signs the Acknowledgement Form attached hereto as Exhibit B. The Rabsky Defendants will collect the signed Acknowledgement Form from each such person and shall maintain all signed Acknowledgement Forms for the term of this Agreement.

18. Within six (6) months after the date of this Agreement, the Rabsky Defendants shall, prior to new lease signing at the Halo and Driggs Developments, provide the prospective tenant with a form soliciting requests for respective physical accessibility modifications detailed in the New Resident Special Retrofit Policy and Request Form, Exhibit C-2. Any of the modifications listed in Exhibit C-2 requested by a prospective tenant shall be performed by the Rabsky Defendants and at the Rabsky Defendants' expense within thirty (30) days of The Rabsky Group's receipt of the request form, except for a request to install grab bars, which shall be provided within ten (10) days. Within six (6) months of the date of this Agreement, the Rabsky Defendants shall provide the Current Resident Special Retrofit Policy and Request Form, Exhibit C-3, to all current tenants at the Halo and Driggs Developments. Any of the modifications listed in Exhibit C-3 requested by a current tenant shall be performed by the Rabsky Defendants and at the Rabsky Defendants' expense within thirty (30) days of The

Rabsky Group's receipt of the request form, except for a request to install grab bars, which shall be provided within ten (10) days.

19. During the term of this Agreement, the Rabsky Defendants shall provide information annually about available rental opportunities at Halo and Driggs Developments after it completes the common area retrofits at each building to New York City non-profit organizations serving person with disabilities, to be designated by Plaintiff, by sending a letter with brochures, links to websites, and other marketing information, along with a description of the buildings' accessibility features and options for physical modifications. Plaintiff will provide Rabsky Defendants with a list of the names and addresses of such organizations within six (6) months of the Effective Date. Rabsky Defendants will provide a draft of the proposed letter to Plaintiff at least ninety (90) days prior to mailing it so that FHJC may provide comments to Rabsky Defendants about the letter.

20. The Rabsky Defendants shall include a statement on all of its residential rental applications stating the following:

"Our company is committed to equal housing opportunity. We do not discriminate based on race, color, national origin, religion, sex, disability, familial status, sexual orientation, source of income, gender identity and expression, domestic partnership status, marital status, age, alienage or citizenship status, lawful occupation, military status, or status as a survivor of domestic violence or stalking."

21. The Rabsky Defendants shall use the fair housing logo, which is attached hereto as Exhibit D (not to scale), or the phrase "Equal Housing Opportunity" on marketing and advertising materials (electronic, print, video, radio, etc.) for multi-family dwellings and/or design and/or construction services provided for multi-family dwellings, and on the Rabsky Group LLC's website.

22. The Rabsky Defendants will post and visibly display at its corporate or primary business officer and each of its sales or rental offices located at all Covered Sites, a Housing and Urban Development (HUD) fair housing poster, HUD Form 928.1, attached hereto as Exhibit E.

23. The fair housing poster required by the preceding paragraph shall be displayed where it will be readily apparent to all persons seeking housing accommodations. The fair housing poster shall be a minimum of 11 inches by 14 inches and comply with the requirements set out in 24 CFR Part 110.

SECTION VI

PEER REVIEW PROCEDURES

A. General Terms of Peer Review

24. The terms of Section VI and its subsections do not apply to Durukan or Salamon.

25. For a period of six (6) years from the Effective Date, Rabsky Group LLC will retain, at its own expense, an independent consultant with expertise in the accessibility requirements of the Fair Housing Act (“the Peer Reviewer”) to conduct a peer review of covered multifamily dwellings for which the Rabsky Group LLC or any of its subsidiaries or affiliated corporations or partnerships develops, owns, designs and/or constructs. For the avoidance of confusion, the provisions set forth in this Section VI shall not apply to any covered multifamily dwellings for which the Rabsky Group LLC or any of its subsidiaries or affiliates have already filed a building permit application with the Department of Buildings or similar governmental authority.

26. If during the term of this Agreement, the designated Peer Reviewer is no longer available to serve in this capacity, the Rabsky Group LLC will notify the FHJC in writing and

seek in good faith to obtain the FHJC's agreement to a new Peer Reviewer, and FHJC's agreement shall not be unreasonably withheld.

B. Peer Review Process for the Rabsky Defendants

27. The Rabsky Group LLC will employ Dominic Marinelli as its Peer Reviewer. The Peer Reviewer will review, prior to the commencement of construction at the site, the architectural, site engineering, or other development plans for all Covered Multifamily Dwellings that Rabsky Group LLC and its subsidiary or affiliate owns and/or develops during the term of this Agreement. The Peer Reviewer will prepare a report for each such development that describes (i) the date(s) of the review; (ii) the street address of the development reviewed; (iii) the documents reviewed; and (iv) a description of the Peer Reviewer's findings with respect to compliance with the seven accessibility requirements specified in the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(C).

28. Within sixty (60) days of the issuance of a certificate of occupancy for each Covered Multifamily Dwelling the Peer Reviewer will conduct a physical inspection of the development site and prepare a report for each such development that describes (i) the date(s) of the review; (ii) the street address of the development reviewed; (iii) the documents reviewed; and (iv) a description of the Peer Reviewer's findings with respect to compliance with the seven accessibility requirements specified in the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(C).

29. No more than once per year during the term of this Agreement, and upon written request from FHJC, Rabsky Group LLC shall provide a copy of the Peer Reviewer's reports described in Paragraph X.

30. The Rabsky Defendants agree to remedy any compliance issues identified by the Peer Reviewer upon his or her inspection of a particular Covered Multifamily Dwelling. Upon

resolution of such compliance issues, the Peer Reviewer shall certify in writing that the respective Covered Multifamily Dwelling is in compliance. The Rabsky Defendants shall provide a copy of the certification in writing to FHJC.

31. Upon receipt of a certification of compliance by FHJC from the Peer Reviewer certifying that a particular Covered Multifamily Dwelling is in compliance, FHJC shall release any future claims related to the design and construction of that Covered Multifamily Dwelling. FHJC shall use the Release of Claims form, attached as Exhibit F, to release the Rabsky Group LLC and any Rabsky Group LLC-affiliated owner(s) from such future claims related to the design and construction of the Covered Multifamily Dwelling.

32. For the term of this Agreement, the Rabsky Defendants will keep all documents, including emails, used by or given to the Peer Reviewer in connection with the compliance reporting duties. Upon receipt of written notice by FHJC of an alleged breach or violation of the Peer Reviewer's reporting duties set forth in this Section, the Rabsky Defendants will provide FHJC with copies of all documents that would be discoverable in this Action, including the documents referenced in the preceding sentence and all relevant Peer Reviewer reports. FHJC further agrees to keep confidential all information it inspects pursuant to the terms of this Agreement and will use the information solely for the purposes of confirming compliance with this Agreement.

SECTION VII

MANDATORY TRAINING

A. Training for the Rabsky Defendants

33. The Rabsky Defendants will provide fair housing training to each of their principals and employees who have responsibilities related to the design and/or construction, covered multifamily dwellings.

34. The training will cover the following topics: (i) the design and construction requirements of the Fair Housing Act, the Americans with Disabilities Act, and the New York City Building Code as applied to multi-family residential dwellings; (ii) the Rabsky Defendants' duty to comply with federal, state, and local fair housing laws; and (iv) the terms of this Agreement.

35. The training will be conducted by Accessibility Associates, by Dominic Marinelli. The training session will be provided within one hundred eighty (180) days of the Effective Date, and such training may be conducted in-person or via video-conferencing software. Plaintiffs will not bear any costs of the training.

36. The Rabsky Defendants will be required to take written attendance at each training session. Within forty-five (45) days of the training, the Rabsky Defendants will provide in writing to FHJC the date and location of each training session, and the name and job title of each attendee.

SECTION VIII

DURUKAN-SPECIFIC PROVISIONS

37. The terms in this Section shall last for three (3) years after the Effective Date of this Agreement and only apply to the Durukan Defendant.

38. Within one hundred and eighty (180) days from the Effective Date, Durukan's principal and employees who are interior designers shall attend a training related to fair housing principles and practices, as described below.

39. The training will cover the following topics: the design and construction requirements of the Fair Housing Act, the Americans with Disabilities Act, and the New York City Building Code as applied to multi-family residential dwellings.

40. Durukan will attend the same fair housing training as the Rabsky Defendants, detailed in Section VII. Durukan may elect to attend the training by live remote means (i.e., by videoconference software).

41. Within thirty (30) days of the training, Durukan will provide in writing to FHJC the date and location of the training session, and the name and job title of each attendee.

42. Durukan shall cooperate with and provide information and documents to the Rabsky Defendants for use in the Peer Review process for all contracts it has with the Rabsky Defendants for a period of three (3) years following the Effective Date that involve new construction of multi-family residential buildings covered by the FHA.

43. For a term of three (3) years following the Effective Date, Durukan shall add a statement to its contracts for design work that states that Durukan is an interior design firm and not an architecture firm and that compliance with the FHA and Americans with Disabilities Act is the responsibility of a property's owner and architect of record.

44. Durukan shall provide FHJC at the beginning of each calendar year, starting on January 15, 2022 and ending on January 15, 2024, a list of projects for which it has performed work during the preceding year (or a statement that there are no qualifying projects) to the extent such projects meet the following conditions: (a) Durukan's contract is not with Rabsky Group LLC or a Rabsky Group LLC-affiliated company; (b) Durukan's work is for new construction of Covered Multifamily Dwellings; (c) the total residential units (dwellings) in each building is 50 or more; (d) the work to be completed by Durukan includes design of kitchen spaces, bathroom

spaces, and/or common use areas; and (e) the specific design work completed by Durukan is covered by one or more of the seven design and construction requirements of the Fair Housing Act. The annual list of projects shall include the street address, project name, and name of the entity that has hired Durukan to provide interior design work. The obligation to include a project on the annual list: (1) is not triggered until Durukan learns that the owner or managing agent of the property has commenced public advertising or marketing of residential units for rental or sale (the “Trigger”) and (2) covers only work performed by Durukan during the three (3) years after the Effective Date (“Covered Work”). To the extent the Trigger for reporting Covered Work does not occur until more than three (3) years after the Effective Date, Durukan’s deadline to provide the annual list for Covered Work shall be extended to January 15, 2025. Durukan shall have no obligation to report Covered Work if the Trigger occurs after January 15, 2025.

45. For a term of three (3) years following the Effective Date, Durukan shall conspicuously publish on its website (a) that Durukan is an interior designer and not an architect and does not serve in any architectural capacity; and (b) the fair housing logo, which is attached hereto as Exhibit D (not to scale), or the phrase “Equal Housing Opportunity.” Durukan’s use of the fair housing logo and/or phrase “Equal Housing Opportunity” shall not be construed by the Parties as an indication that Durukan is an FHA/ADA design expert or architect.

SECTION IX

SALAMON-SPECIFIC PROVISIONS

46. The terms in this Section shall last for five (5) years after the Effective Date of this Agreement and only apply to the Salomon Defendant.

47. If Salomon intends to provide architectural design services for new construction of covered dwellings under the Fair Housing Act, its principals and architects will attend an

accessibility design and construction training prior to commencing the work. The training will be held at Salamon's expense and will cover the Fair Housing Act requirements and the accessibility provisions of the New York City Building Code. Salamon will notify FHJC in writing of any such training thirty (30) days prior to the training by providing FHJC with the name of the trainer and date and location of training.

48. Starting in January 2022 and continuing until January 2026, Salamon will provide FHJC with an annual written statement indicating whether it has provided any architectural design services for new construction of covered dwellings during the past year and if a training was held, the date and location of the training, the name of the trainer, and the names of the individuals who attended.

49. Salamon shall adopt the Anti-Discrimination Policy attached hereto as Exhibit A-2. Salamon will ensure that each principal and employee with responsibility for the development, design, construction, or rental of covered multifamily dwellings receives a copy of the Anti-Discrimination Policy and signs the Acknowledgement Form attached hereto as Exhibit B within thirty (30) days of the Effective Date of this Agreement. Within thirty (30) days of obtaining the signed Acknowledgement Forms, Salamon will provide copies of them to FHJC.

50. For five (5) years after the Effective Date of this Agreement, if Salamon has a website, then it shall post the disability access logo, which is attached hereto as Exhibit D (not to scale) on the Home page of Salamon's website along with the following statement:

"Our firm is committed to the letter and spirit of the accessibility design requirements of the federal Fair Housing Act and Americans with Disabilities Act. We provide our architectural and engineering services in compliance with these laws."

SECTION X

UFAS UNITS AT NEW RABSKY MULTI-FAMILY DEVELOPMENTS

51. Within eight (8) years from the Effective Date of the Agreement, the Rabsky Defendants shall construct at least eighty-five (85) dwelling units to be accessible for persons with mobility disabilities in accordance with the Uniform Federal Accessibility Standards (“UFAS”). These 85 UFAS units shall be placed in new multi-family residential developments owned by any of the Rabsky Defendants, their subsidiaries, or affiliated corporations or partnerships.

52. The UFAS units will be distributed across the Rabsky Defendants’ sites, including at the former Pfizer site in South Williamsburg, Brooklyn, and not concentrated in one building, one floor, or one section of a development with multiple floors or buildings.

53. The UFAS units will be in addition to any other UFAS units that are required by regulatory agreement or local, state, or federal law at the same sites.

54. The UFAS units will be proportionately distributed among the different size units and floor plans at each site where they are constructed (e.g. studio, 1-bedroom apartments, etc.).

55. The UFAS units will be constructed with the same materials, appliances, and finishes as other units in the same building or development.

56. At developments that contain affordable or below-market units, the UFAS units shall be distributed proportionally among affordable or below-market units and market-rate units. For the avoidance of confusion, nothing in this Agreement shall require the Rabsky Defendants to construct more affordable or below market-rate units than the Rabsky Defendants would otherwise be required to construct under local, state, or federal law.

57. Each affordable or below-market rate UFAS unit shall be marketed and rented according to the procedures of the New York City Housing Preservation and Development

(“HPD”) Marketing Handbook, January 2020, or the subsequent applicable revisions to the HPD Marketing Handbook that modify its requirements for the marketing and rental of UFAS units. For each affordable or below-market rate UFAS unit that is not located within a building required to follow the HPD Marketing Handbook, those units shall be marketed and rented according to the applicable procedures for UFAS units required by that building’s regulatory agreement and/or the applicable government agency or program, including the New York State Division of Homes and Community Renewal, the United States Department of Housing and Urban Development, or other similar agencies. For the avoidance of confusion, the procedures set forth in this Paragraph shall not apply to market-rate units, and the Rabsky Defendants may market such UFAS units in any lawful manner that they choose.

58. The Rabsky Defendants shall provide FHJC an annual notice listing the buildings they have designated for the inclusion of any UFAS units pursuant to this Agreement. Such notice shall also provide a description of the number and types of UFAS units (e.g., studio, 1-bedroom apartments, etc.) the Rabsky Defendants will design and construct at each site.

59. Upon receipt of a certificate of occupancy of each building with UFAS units built pursuant to this Agreement, the Rabsky Defendants shall provide FHJC notice thereof. Upon receipt of such notice, the Rabsky Defendants shall provider FHJC an opportunity to inspect the UFAS units built pursuant to this Agreement, if FHJC should so choose.

60. For a term of ten (10) years, the Rabsky Defendants shall maintain drawings, renderings, blueprints, plans, and other design and construction records concerning the UFAS units designed or built pursuant to this Agreement. The Rabsky Defendants shall provide such records to FHJC for inspection once per year upon request by FHJC.

SECTION XI

RABSKY RECORDKEEPING

61. The Rabsky Defendants shall maintain drawings, renderings, blueprints, plans, applications for building permits, architect certifications, and other design and construction records concerning each multi-family residential building subject to peer review where the respective Defendant has conducted or contracted to conduct any design or construction work during the term of this Agreement. The Rabsky Defendants shall maintain such records for the period of one year after the term of this Agreement. To the extent the Rabsky Defendants provide documents and/or information to FHJC as necessary to comply with the terms of this Agreement, FHJC agrees to keep such documents and/or information confidential and will use such documents and/or information solely for the purposes of confirming compliance with this Agreement.

SECTION XII

TRANSFER OF INTEREST IN PROPERTIES

62. The sale or transfer, in whole or in part, of any of the Rabsky Defendants' interest(s) in the HAL LIC or the Driggs Developments shall not affect the Rabsky Defendants' obligation to complete the retrofits specified in this Agreement. Should any of the Rabsky Defendants wish to sell or transfer all or part of its interest in the HALO LIC or the Driggs Developments prior to the completion of such retrofits, the transferring Rabsky Defendant shall either (i) provide written certification to the FHJC of completion of the retrofits required pursuant to this Agreement prior to the sale or transfer of the property; or (ii) obtain the written agreement of the buyer(s)/transferee(s) to perform the retrofits in accordance with the terms of this Agreement after the new owner takes possession of the subject property ("Retrofit Assumption Agreement"). In the event that a transferring Rabsky Defendant enters into a

Retrofit Assumption Agreement with a buyer or transferee of all or part of the transferring Rabsky Defendant's interest in the HALO LIC or the Driggs Developments, that transferring Rabsky Defendant shall provide FHJC with a copy of such Retrofit Assumption Agreement at least 14 days before any sale or transfer of any of the subject property.

SECTION XIII

NOTICES

Any notice to FHJC required by this Agreement shall be sent via email to:

Diane L. Houk
Emery Celli Brinckerhoff Abady Ward & Maazel LLP
dhouk@ecbawm.com

and

Fair Housing Justice Center, Executive Director
fhjc@fairhousingjustice.org

Any notice to the Rabsky Defendants in connection with this Agreement shall be sent via email to:

Jacob Katz
jacob@rabskygroup.com

Any notice to Durukan in connection with this Agreement shall be sent via email and First Class Mail to:

Albert M. Saltz, Esquire
Saltz Nalibotsky
480 E. Swedesford Road, Suite 100

Wayne, PA 19087
asaltz@S-Nlaw.com

Any notice to Salomon in connection with this Agreement shall be sent via First Class Mail and email to:

David Salomon

Salamon Engineering PLLC
330 West 38th Street, Suite 402
New York, NY 10018
david@salamonengineering.com

SECTION XIV

RELEASES

63. Except for the right to enforce the terms of this Agreement, including the obligations assumed by Defendants hereunder, Plaintiff fully and forever releases, acquits, and forever discharges with prejudice Defendants and each and all of their assigns, parents, subsidiaries, affiliates, predecessors and successors in interest (collectively, "Released Entities"), and each and all of the Released Entities' past and/or present principals, employees, agents, representatives, managers, officers, directors, shareholders, partners, members, heirs, attorneys, and insurers (together with the Released Entities, collectively, the "Releasees") from any and all liability, claims, or rights of action, damages, costs, expenses, and compensation of any kind or nature whatsoever, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, arising from, arising out of, relating to, or in connection with: (1) the design or construction of the Halo LIC, (2) the design or construction of the Driggs Developments, and/or (3) from the beginning of time until the Effective Date of this agreement the facts, matters, claims, causes of action and allegations asserted or that could have been asserted in this Action, whether known or unknown, including, but not limited to, any and all claims for injunctive relief, compensatory damages, punitive damages, attorneys' fees, and costs, as well as any and all claims for violations of the Fair Housing Act, 42 U.S.C. § 3601 et seq.; the New York State Human Rights Law, New York Executive Law § 296 et seq.; and the New York City Human Rights Law, New York City Admin. Code §§ 8-107 et seq., the Americans with

Disabilities Act and its implementing regulations, 42 U.S.C. § 1985, New York State Civil Rights Law, and the Building Code of the City of New York, as well as for common law negligence (hereinafter, the Plaintiffs' "Released Claims"), provided however, that the Plaintiffs' Released Claims will not include any claims to enforce any provision of this Agreement. This release encompasses claims in any way otherwise arising out of, concerning, or relating to the Action including, without limitation, the assertion of any defenses or counterclaims therein, or any rights to discovery therein. The release to each Defendant is an individual release. No breach of this Agreement by a particular Defendant will have any impact on the release or obligations of any of the other Defendants. FHJC further represents that it is not currently aware of any facts that it believes give rise to a colorable legal claim against any of the Defendants, their principals, partners, directors, officers, managers, employees, attorneys, and/or shareholders, other than Plaintiff's Released Claims.

64. Each Defendant fully and forever releases, acquits, and forever discharges with prejudice, subject to the terms of this Agreement, Plaintiff and each other Defendant (except as to enforcement of any of the Defendants' respective payment obligations set forth in Section III herein) and each and all of their assigns, parents, subsidiaries, affiliates, predecessors and successors in interest (collectively, "Released Plaintiff and Defendant Entities"), and each and all of the Released Plaintiff and Defendant Entities' past and/or present principals, employees, agents, representatives, managers, officers, directors, shareholders, partners, members, heirs, attorneys, and insurers (together with the Released Plaintiff and Defendant Entities, collectively, the "Plaintiff and Defendant Releasees") from any and all liability, claims, or rights of action, damages, costs, expenses, and compensation of any kind or nature whatsoever, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, arising

from, arising out of, relating to, or in connection with: (1) the design or construction of the Halo LIC, (2) the design or construction of the Driggs Developments, and/or (3) the facts, matters, claims, causes of action, and allegations asserted or that could have been asserted in this Action, whether known or unknown, including, but not limited to, any and all claims for injunctive relief, indemnification, contribution, compensatory damages, punitive damages, attorneys' fees, and costs, as well as any and all claims for violations of the Fair Housing Act, 42 U.S.C. § 3601 et seq.; the New York State Human Rights Law, New York Executive Law § 296 et seq.; and the New York City Human Rights Law, New York City Admin. Code §§ 8-107 et seq, the Americans with Disabilities Act and its implementing regulations, 42 U.S.C. § 1985, New York State Civil Rights Law, and the Building Code of the City of New York, as well as for common law negligence (hereinafter, the "Released Claims"), provided however, that the Released Claims will not include any claims to enforce any provision of this Agreement. This release encompasses claims in any way otherwise arising out of, concerning, or relating to the Action including, without limitation, the assertion of any defenses or counterclaims therein, or any rights to discovery therein. Nothing stated herein shall be construed as a release or waiver of claims by any Party or its past and/or present principals, employees, agents, representatives, managers, officers, directors, shareholders, partners, members, heirs, attorneys, and insurers of any claims against Albo Liberis LLC, Karl Fischer Architect PLLC, or Fischer + Makooi Architects PLLC and their respective past and/or present principals, employees, agents, representatives, managers, officers, directors, shareholders, partners, members, heirs, attorneys, and insurers, and claims for contribution and/or indemnification against those parties are specifically preserved..

SECTION XV

NO ADMISSIONS

65. Nothing contained herein shall be deemed to be an admission by Defendants that they have in any manner or way violated any rights defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York or the City of New York. The Parties have entered into this Settlement Agreement solely for the purpose of avoiding the burdens and expense of protracted litigation.

SECTION XVII

CONSTRUCTION AND SEVERABILITY

66. This Agreement will be deemed to have been jointly drafted, and no provision herein will be interpreted or construed for or against any party because such party drafted or requested such provision or this Agreement as a whole.

67. If any provision in this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Agreement will endure except for the part declared invalid or unenforceable by order of such court, unless the elimination of the invalid provision will materially affect the intent of the Agreement. The parties to this Agreement will consult and use their best efforts to agree upon a valid and enforceable provision that will be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

68. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Agreement regarding the subject matter of the instant proceeding will be deemed to exist, to bind the parties hereto, or to vary the terms and conditions contained herein.

69. The parties to this Agreement expressly represent and warrant that they have full legal capacity to enter into this Agreement, that they have carefully read and fully understand this Agreement, that they have had the opportunity to review this Agreement with their attorneys, and that they have executed this Agreement voluntarily, without duress, coercion, or undue influence.

70. This Agreement may be executed in any number of counterparts and each such counterpart will be deemed to be an original. For purposes of executing this Agreement, a document signed and transmitted by facsimile or email will be treated as an original document and have the same binding legal effect as an original signature on an original document.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

THE FOLLOWING SIGNATURES BY ATTORNEYS ARE AS TO FORM ONLY:

For Plaintiff:

EMERY CELLI BRINCKERHOFF
ABADY WARD & MAAZEL LLP

By: Diane L. Houk

Diane L. Houk
Nick Bourland
600 Fifth Avenue, 10th Floor
New York, NY 10020
(212) 763-5000

By: Bernhard Blythe
Bernhard Blythe, President
Fair Housing Justice Center, Inc.

For Defendants:

STEIN ADLER DABAH ZELKOWITZ
LLP

By: _____

Jonathan L. Adler
Samuel J. Bazian
1633 Broadway, 46th Fl.
New York, NY 10019

*Attorneys for Defendants The Rabsky
Group LLC, Purvis Holdings LLC,
North-Driggs Holdings, LLC and North
Plaza Holdings, LLC*

By: _____

[PRINT NAME]
The Rabsky Group LLC

By: _____

[PRINT NAME]
Purvis Holdings LLC

By: _____

[PRINT NAME]
North-Driggs Holdings, LLC

By: _____

[PRINT NAME]
North Plaza Holdings, LLC

For Plaintiff:

EMERY CELLI BRINCKERHOFF
ABADY WARD & MAAZEL LLP

By: _____

Diane L. Houk
Nick Bourland
600 Fifth Avenue, 10th Floor
New York, NY 10020
(212) 763-5000

By: _____

Bernhard Blythe, President
Fair Housing Justice Center, Inc.

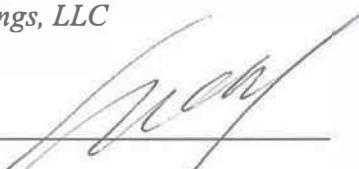
For Defendants:

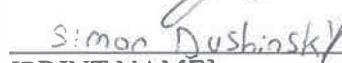
STEIN ADLER DABAH ZELKOWITZ
LLP

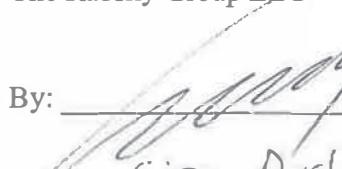
By:  _____

Jonathan L. Adler
Samuel J. Bazian
1633 Broadway, 46th Fl.
New York, NY 10019

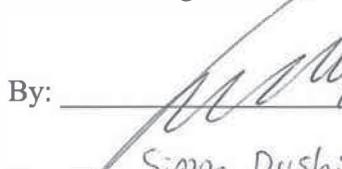
Attorneys for Defendants The Rabsky Group LLC, Purvis Holdings LLC, North-Driggs Holdings, LLC and North Plaza Holdings, LLC

By:  _____


[PRINT NAME]
The Rabsky Group LLC

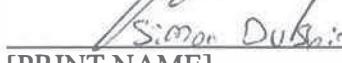
By:  _____


[PRINT NAME]
Purvis Holdings LLC

By:  _____


[PRINT NAME]
North-Driggs Holdings, LLC

By:  _____


[PRINT NAME]
North Plaza Holdings, LLC

GOLDBERG SEGALLA

By: _____

Joanne J. Romero
711 3rd Avenue, Suite 1900
New York, NY 10017

Attorneys for Defendant Durukan Design Inc.

By: _____

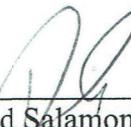
Funda Durukan
Durukan Design Inc.

MILBER MAKRIS PLOUSADIS &
SEIDEN LLP

By:  _____

Jeffrey Fox
709 Westchester Avenue, Suite 300
White Plains, New York 10604

Attorneys for Defendant Salomon Engineering PLLC

By:  _____

David Salomon
Salamon Engineering PLLC

It is so ORDERED this _____ day of _____, 2021.

Hon. Eric R. Komitee
UNITED STATES DISTRICT COURT JUDGE

GOLDBERG SEGALLA

By: Joanne J. Romero
Joanne J. Romero
711 3rd Avenue, Suite 1900
New York, NY 10017

Attorneys for Defendant Durukan Design Inc.

By: Funda Wester
Funda Wester
Durukan Design Inc.

MILBER MAKRIS PLOUSADIS &
SEIDEN LLP

By: _____
Jeffrey Fox
709 Westchester Avenue, Suite 300
White Plains, New York 10604

Attorneys for Defendant Salomon Engineering PLLC

By: _____
David Salomon
Salamon Engineering PLLC

It is so ORDERED this 26 day of April, 2021.

s/Eric Komitee

Hon. Eric R. Komitee
UNITED STATES DISTRICT COURT JUDGE

Exhibit A

EXHIBIT A-1

RABSKY GROUP EQUAL HOUSING OPPORTUNITY POLICY

Our company and its affiliates and subsidiaries are committed to equal housing opportunity in the design, construction, and management of our residential buildings. It is the policy and practice of our companies to design and construct multi-family residential buildings in compliance with the accessibility requirements of the federal Fair Housing Act, the New York State Human Rights Law, and the New York City Human Rights Law. In addition, we design and construct the public portions of our buildings, as required, in compliance with the Americans with Disabilities Act.

Consistent with our equal housing opportunity policy, you must not engage in any of the following conduct during the course of your work for our companies:

1. Refuse to show, rent, sell, negotiate for the rental or sale of, or otherwise make unavailable or deny, housing to any person because of their race, color, religion, sex, familial status (having or expecting a child under 18), national origin, disability, marital status, age, sexual orientation, or military status (each a “prohibited basis”);
2. Represent to any person because of a prohibited basis that any dwelling is not available for inspection or rental or sale when such dwelling is in fact so available
3. Discriminate against any person in the terms, conditions or privileges of a rental or sale or in the provision of services or facilities in connection therewith because of a prohibited basis;
4. Direct or steer any individual toward a particular building, neighborhood or vacancy because of a prohibited basis; and
5. Make any verbal or written statement with respect to the rental or sale of housing that indicates any preference, limitation or discrimination concerning a prohibited basis, or any statement indicating an intention to make any such preference, limitation or discrimination.

In addition, you must agree to modify rules, policies, practices and services to meet the needs of prospective and current tenants with disabilities upon request if the accommodation requested is reasonable and necessary to allow the individual to fully use and enjoy residing in one of our buildings. We will also permit reasonable modifications of our physical premises if such modifications may be necessary to afford a disabled resident full use and enjoyment of the premises. If you are asked for a disability-related accommodation or modification, please follow the process described in greater detail in our Reasonable Accommodation/Modification Policy.

We are firmly committed to the goal of fair housing. **You should understand that any violation of this policy will lead to discipline, up to and including termination of your work with our companies.**

EXHIBIT A-2

SALAMON ENGINEERING EQUAL HOUSING OPPORTUNITY POLICY

Our company is committed to equal housing opportunity in the design and construction of multi-family residential buildings. It is the policy and practice of our company to design new multi-family residential buildings in compliance with the accessibility requirements of the federal Fair Housing Act, the New York State Human Rights Law, and the New York City Human Rights Law. In addition, we design the public portions of multi-family residential buildings, as required, in compliance with the Americans with Disabilities Act.

Consistent with our equal housing opportunity policy, if our company is hired to provide architectural or engineering services, including site inspections and certifications, during or after the construction phase of a new multi-family residential building, we do so in compliance with the FHA, ADA, and state and local human rights laws where applicable.

We are firmly committed to the goal of fair housing. **You should understand that any violation of this policy will lead to discipline, up to and including termination of your work with our company.**

Exhibit B

EXHIBIT B

ACKNOWLEDGMENT AND AGREEMENT

I acknowledge that I have received and read the Equal Housing Opportunity Policy for
[insert company name]. I agree to comply with the terms of the Policy and with all federal, state, and local housing discrimination laws.

Date

Employee Name (PRINT)

Employee Signature

Exhibit C

EXHIBIT C-1

REASONABLE ACCOMMODATION AND MODIFICATION POLICY AND REQUEST FORM

[INSERT NAME OF DEVELOPMENT/BUILDING] is committed to providing equal housing opportunity. As part of this commitment, we will modify our rules, policies, practices, and services to meet the needs of individuals with disabilities upon request if the accommodation requested is reasonable and necessary to allow the individual to fully use and enjoy residing in our community. We will also permit reasonable modifications of our physical premises if such modifications may be necessary to afford a disabled resident full enjoyment of the premises.

It is our policy to reject reasonable accommodation or modification requests only when they are not related to a disability-based need, impose an undue financial and administrative burden, or fundamentally alter the nature of the housing services we provide. In such case, we will discuss reasonable alternatives that may meet the requesting individual's needs.

Procedure for Making a Request

Requests may be submitted in writing, preferably through the attached form. Fully describe the required accommodation or modification on the Reasonable Accommodation Request form. Please include any additional information that you believe would be useful in assisting us to evaluate the request. A request need not be submitted in writing nor be made using the attached form to be considered by us.

Verification and Documentation

If your disability or disability-related need is not obvious, we may request that you provide verification that you have a disability-related need for the requested accommodation.

Providing Disability-Related Accommodations

We will discuss your request with you. If the request is approved, we will provide a letter explaining how and when the accommodation or modification can be provided. If a request cannot be approved because it is an undue financial and administrative burden or because it would be a fundamental alteration of the services provided by us, then we will discuss alternative accommodations or modifications that may address your disability-related need. If no alternative meets your disability-related the needs, or if you and [INSERT NAME OF DEVELOPMENT/BUILDING] cannot agree on a reasonable alternative, we will notify you of the denial in writing in a reasonable amount of time and will provide an opportunity for you to revise your request.

Reasonable Accommodation or Modification Request

Name: _____

Address: _____

Phone: _____

I am making this request on behalf of: _____
(Name of Person with Disability)

Please describe the reasonable accommodation or modification you are requesting and the disability-related reason for your request:

Date: _____ Signature: _____

This form, along with any additional information, should be submitted to:

[INSERT ADDRESS]

If you have any questions, please contact _____ at _____

For Office Use Only

[] Approved Reason: _____

[] Denied _____

EXHIBIT C-2

NEW RESIDENT SPECIAL RETROFIT POLICY AND REQUEST FORM

New residents may request any of the retrofits listed below by checking the applicable box(es) below on this form and submitting this form to [INSERT NAME OF DEVELOPMENT] no later than ten (10) days prior to the resident's move-in date. Upon receipt of this form, The Rabsky Group LLC shall, at its expense, provide the resident's selected specific physical accessibility retrofit(s) within thirty (30) days of its receipt, except for a request to install grab bars, which will be provided within ten (10) days.

The requesting new resident shall not be required to provide any verification or documentation that any requested retrofit is necessary to afford a disabled resident full enjoyment of the premises. The Rabsky Group LLC and [INSERT NAME OF DEVELOPMENT] does not have any discretion to reject any requested retrofit selected by the resident from the list on this form.

Please note that, in addition to providing any resident with the retrofits listed on this form, [INSERT NAME OF DEVELOPMENT] will permit any other reasonable modifications of its physical premises if such modifications may be necessary to afford a disabled resident full enjoyment of the premises. To request a reasonable modification other than the retrofits listed on this form, please see our Reasonable Modification or Accommodation Policy and Request Form.

Name: _____
Unit: _____
Phone: _____
Email: _____

Requested retrofits:

- Install grab bars in bathroom near toilet and in or near shower/bathtub.
- Install removable shelves within accessible reach ranges in closet with washer/dryer hookup
- Install 9" deep kitchen sink with removable base cabinets

Date: _____ Signature: _____

For Office Use Only

Date received: _____
Date requested retrofits completed: _____

EXHIBIT C-3

CURRENT RESIDENT SPECIAL RETROFIT POLICY AND REQUEST FORM

Any resident of [INSERT NAME OF DEVELOPMENT] may request any of the retrofits listed below by checking the applicable box(es) below on this form and submitting this form to [INSERT NAME OF DEVELOPMENT]. Upon receipt of this form, The Rabsky Group LLC shall, at its expense, provide the resident's selected specific physical accessibility retrofit(s) within thirty (30) days of its receipt, except for a request to install grab bars, which will be provided within ten (10) days.

The requesting resident shall not be required to provide any verification or documentation that any requested retrofit is necessary to afford a disabled resident full enjoyment of the premises. The Rabsky Group LLC and [INSERT NAME OF DEVELOPMENT] does not have any discretion to reject any requested retrofit selected by the resident from the list on this form.

Please note that, in addition to providing any resident with the retrofits listed on this form, [INSERT NAME OF DEVELOPMENT] will permit any other reasonable modifications of its physical premises if such modifications may be necessary to afford a disabled resident full enjoyment of the premises. To request a reasonable modification other than the retrofits listed on this form, please see our Reasonable Modification or Accommodation Policy and Request Form.

Name: _____

Unit: _____

Phone: _____

Email: _____

Requested retrofits:

- Install grab bars in bathroom near toilet and in or near shower/bathtub.
- Install removable shelves within accessible reach ranges in closet with washer/dryer hookup
- Install 9" deep kitchen sink with removable base cabinets

Date: _____ Signature: _____

For Office Use Only

Date received: _____

Date requested retrofits completed: _____

Exhibit D

EXHIBIT D

FAIR HOUSING LOGO



Exhibit E

EXHIBIT E

FAIR HOUSING POSTER

U. S. Department of Housing and Urban Development



**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

- In the sale or rental of housing or residential lots
- In advertising the sale or rental of housing
- In the financing of housing
- In the provision of real estate brokerage services
- In the appraisal of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:
1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)
www.hud.gov/fairhousing

**U.S. Department of Housing and
Urban Development**
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410

Exhibit F

EXHIBIT F

RELEASE OF CLAIMS FORM

In exchange for valid consideration greater than one dollar obtained in the lawsuit captioned *Fair Housing Justice Center v. The Rabsky Group LLC, et al.*, Case No. 17 Civ. 4006 (E.D.N.Y), and the certification of compliance by [PEER REVIEWER] dated [DATE] certifying that [APPLICABLE PEER-REVIEWED BUILDING] is in compliance with the seven accessibility requirements specified in the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(C) and the New York City Building Code, Plaintiff Fair Housing Justice Center, Inc. (“FHJC”), and its employees, agents, representatives, officers, heirs, assigns, owners, directors, subsidiaries, or successors in interest hereby release acquit, and forever discharge Defendants The Rabsky Group LLC, Purvis Holdings LLC, North-Driggs Holdings, LLC and North Plaza Holdings, LLC (“Rabsky”) and their respective heirs and successors in interest with prejudice from any and all present and future claims, demands, defenses, causes of action, or liabilities, at law or in equity, arising under the Fair Housing Act, New York State Human Rights Law, and/or New York City Human Rights Law that FHJC has against Rabsky concerning Rabsky’s role in the design and/or construction of [APPLICABLE PEER-REVIEWED BUILDING].

Dated:

Fair Housing Justice Center, Inc.

By: _____

Name

Title

Exhibit G

EXHIBIT G**Retrofit Plan for Halo LIC – Common Use Areas**

Item No.	General issues	Retrofit	Timing
1	Tactile unit numbers are about 5" to 6" tall.	Replace signs identifying permanent spaces in public and common use areas.	Within 2 years.
2	In common use areas, excluding dwelling unit numbers, the finish on signs is highly reflective.	Signage identifying the common-use areas will be replaced to the extent necessary to comply with ANSI 1986, section 4.28.	Within 2 years.
Parking	Issue	Retrofit	Timing
3	There are 48 parking spaces; 27 indoor, 12 stacked, and 9 outdoor. At least 1 interior accessible space must be provided. Currently, none is provided.	Provide 1 interior accessible space.	Within 2 years.
Entrance	Issue	Retrofit	Timing
4	Outside along front of building, the undersides of the light sconces are 62 1/4" above the floor and protrude 5 3/4" into the circulation path.	Raise or replace wall sconces.	Within 2 years.
5	Clear opening of the building entrance door is 31 1/2".	Provide a swing-clear (offset) hinge to achieve 32" clear width.	Within 2 years.
6	Check-in counter is 47 1/4" above the floor.	Add accessible 36" long, 36" max. height counter adjacent to main reception desk.	Within 2 years.

1st Floor Lobby			
	Issue	Retrofit	Timing
7	There are seats around a circular fireplace without any wheelchair space.	Integrate wheelchair and companion space above recessed seating such that it will be difficult to move companion seats while achieving 2' 36" min. wide wheelchair spaces.	Within 2 years.
8	Rent drop box slot is 72" above the floor.	Install additional rent box with slot within accessible reach ranges (between 9" and 54" above the floor).	Within 18 months.
1st Floor Lounge			
	Issue	Retrofit	Timing
9	At the door between lounge and restroom corridor, maneuvering space extends only approx. 15" beside the latch (pull) side of the door into the hallway.	Re-hang door so that 15" indicated will be located on the pull-side of the door or unscrew the stop on the top of the door so that the door swings both ways.	Within 2 years.
10	Counter is 35 3/4" tall. As a result, faucet is out of reach.	Move faucet so that hardware is within 10" of edge of counter or provide automatic faucet that will react when hand is within 10" from edge of countertop.	Within 2 years.
11	Highest controls on coffee machine are 60" above the floor.	Provide another comparable coffee machine with operable parts within accessible reach ranges (between 9" and 54" above the floor) on countertop.	Within 2 years.
12	Cups, tea, and condiments are on a counter that is 35 3/4" tall and more than 10" from the front edge. They are therefore out of reach.	Locate cups, tea, and condiments 10" from edge of counter with counter treatment to help delineate location for consistency by maintenance staff.	Within 2 years.

1st Floor Lounge Restroom			
	Issue	Retrofit	Timing
13	At entry door, the lavatory blocks the entire space beside the latch side of the door and extends 2" in front of the door.	Re-hang door to swing-out so that 24" by 48" pull-side clearance will be provided within exterior hallway. Remove door closer and replace with self-closing spring hinges.	Within 2 years.
14	The room is only 58 1/2" wide.	Remove tile on bathroom walls to reach 60" min. clearance as can reasonably be achieved.	Within 3 years.
15	Reflective surface of the mirror is mounted 52 1/2" above the floor.	Install a wall-hung mirror with bottom edge of the reflecting surface 35" max. above the floor.	Within 3 years.
16	Pipes under the accessible lavatory are not insulated.	Install insulation on the water supply and drain pipes beneath lavatory.	Within 2 years.
17	The clear floor space is only 58 1/2" wide and the lavatory reduces the toilet clear floor space to only 52 3/4" deep.	Remove tile on bathroom walls to reach 60" min. clearance as can reasonably be achieved.	Within 3 years.
18	There are no grab bars.	Install compliant grab bars.	Within 18months.
Laundry Room Near 1st Floor Lounge			
	Issue	Retrofit	Timing
19	Top of the threshold is taller than 1/4" and not beveled.	Make threshold flush; or provide 1/4" max. threshold, if not beveled; or provide 1 1/2" high max. if beveled at 1:2.	Within 2 years.
20	Maneuvering space extends only 4" beside the latch side of the door.	Re-hang door to swing out (traditional closer will not be provided).	Within 2 years.
21	Dryer inlet is 55 1/2" above the floor.	Provide dryer with operable parts within accessible reach ranges (between 9" and 54" above the floor).	Within 3 years.
22	Payment card machine is 52 1/2" above the floor.	Lower payment card machine so that highest operable part will be 48" max. AFE.	Within 3 years.

23	Counter is 36" tall and the faucet handle is at least 47" above the floor.	Move faucet so that hardware is within 10" of edge of counter or provide automatic faucet that will react when hand is within 10" from edge of countertop.	Within 2 years.	
<i>Laundry Room Near Pet Services</i>				
24	Maneuvering space extends only 6 1/2" to the latch side.	Re-hang door to swing out (traditional closer will not be provided).	Within 2 years.	
25	Top of the threshold is taller than 1/4" and not beveled.	Make threshold flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" high max. if beveled at 1:2.	Within 2 years.	
26	Dryer inlet is 55 1/2" above the floor.	Provide dryer with operable parts within accessible reach ranges (between 9" and 54" above the floor).	Within 3 years.	
27	Underside of payment card machine is 33 1/4" above the floor and protrudes 7 1/2" into the circulation path.	Provide cane detection beneath payment card machine.	Within 3 years.	
28	Counter is 35 3/4" tall. As a result, faucet is out of reach.	Move faucet so that hardware is within 10" of edge of counter or provide automatic faucet that will react when hand is within 10" from edge of countertop.	Within 2 years.	
<i>Spa Services</i>				
29	Maneuvering space extends only 15 3/4" beside the latch side of the door.	Re-hang door to swing out (traditional closer will not be provided).	Within 2 years.	
<i>Mailrooms</i>				
30	The highest controls are 65 1/2". The top 5 rows, more than 50% of the mailboxes, are above 54".	Provide 5% additional mailboxes in the mailroom and within accessible reach ranges in coordination with USPS	Within 2 years.	

2nd Lobby and Corridor			
	Issue	Retrofit	Timing
31	There are tables with seats. However, none provide knee and toe clearance.	Install one accessible table.	Within 2 years.
32	In the corridor, light fixtures are suspended from the ceiling. The underside is 78 1/2" above the circulation path.	Raise or replace wall sconces.	Within 2 years.
Game Room			
	Issue	Retrofit	Timing
33	Green unlock button on wall in the game room is not reachable because of location of gaming table which narrows the route to door to 29" wide for a distance of more than 24".	Relocate gaming table (shuffleboard table) so that 36" min. width can be achieved on route to reach green unlock button to open door.	Within 2 years.
34	Counter is 36" tall and the control is 24 1/2" from the front edge.	Move faucet so that hardware is within 10" of edge of counter or provide automatic faucet that will react when hand is within 10" from edge of countertop.	Within 2 years.
35	A light fixture is suspended from the ceiling. The underside is 72" above the circulation path.	Raise light fixture so that bottom of fixture is at least 80" above finished floor (AFF).	Within 2 years.
Cinema			
	Issue	Retrofit	Timing
36	Maneuvering space extends only 5 1/2" beside the latch side of the door.	Re-hang door to swing in (traditional closer will not be provided).	Within 2 years.
37	Touch controls for the video are 56" above the floor.	Lower controls so they are 48" max. (AFF).	Within 2 years.
Wine Tasting Area			
	Issue	Retrofit	Timing
38	Counter is 36" tall. Therefore, the faucet is out of reach.	Move faucet so that hardware is within 10" of edge of counter or provide automatic faucet that will react when hand is within 10" from edge of countertop.	Within 2 years.

Gym & Yoga Room			
	Issue	Retrofit	Timing
39	Paper towel dispenser is 57" above the floor.	Lower paper towel dispenser so that operable part will be 48" max. AFF.	Within 2 years.
40	Cup dispenser is 63" above the floor.	Lower paper cup dispenser so that operable part will be 48" max. AFF.	Within 2 years.
41	At door from gym to locker room, the clear floor space for the fob control is behind the swing of the door.	Relocate fob controls so they are not behind the swing of the door or lengthen time for door to automatically relock.	Within 2 years.
Men's Locker Room			
	Issue	Retrofit	Timing
42	Clear opening of the entrance door is 31".	Install offset hinges to achieve as close to 32" min. clear width as reasonably possible.	Within 2 years.
43	Shelf is 4 3/4" above the floor.	Install additional shelf at 9" AFF in 1 locker.	Within 2 years.
44	Clear opening of the toilet room door is 31".	Install offset hinges to achieve as close to 32" min. clear width as reasonably possible.	Within 2 years.
45	Inside the toilet room, the maneuvering space extends only 48" deep at 18" beside the latch.	Re-hang door to swing out (traditional closer will not be provided).	Within 2 years.
46	Door swing overlaps the lavatory clear floor space by 6 1/2".	Re-hang door to swing out (traditional closer will not be provided).	Within 2 years.
47	Top of the wall-hung lavatory is 35 1/2" above the floor.	Lower lavatory so that its rim is 34" max. AFF.	Within 2 years.
48	Pipes under the accessible lavatory are not insulated.	Install insulation on water supply and drain pipes beneath lavatory.	Within 2 years.
49	There are no grab bars.	Install compliant grab bars.	Within 18 months.
50	The toilet flush control is on the wall side.	Provide flush valve on the open side of water closet.	Within 2 years.

<i>Men's Sauna</i>			
	Issue	Retrofit	Timing
51	At sauna entrance, the top is 3/4" above the landing and is only beveled 1:1 for the top 1/4".	Grind edges of threshold so that 1:2 bevel can be achieved on exterior side of threshold.	Within 2 years.
52	Sauna control is 55" above the floor.	Lower sauna control so it is 54" max. AFF.	Within 2 years.
53	Accessible route into the sauna narrows to 21" wide between the door frame and heater rail.	Adjust heater rail so that 32" max clear width can be provided for not more than 24" max. depth.	Within 2 years.
54	Turning space is less than 60" in diameter.	Remove wood decking on exterior side of door so that compliant landing is achieved.	Within 2 years.
<i>Men's Shower Room</i>			
	Issue	Retrofit	Timing
55	Clear opening of the entrance door is 25 1/2" .	Modify shower room entry to provide 32" min. clear width.	Within 3 years.
56	At the entrance, the top is 4 3/4" above the landing.	Remove curb.	Within 3 years.
57	Shower room turning space is only 57 1/2" deep by approx. 54" wide.	Install seat on door wall within proximity of controls which will be to the left; install grab bars per roll-in shower requirements.	Within 18 months.
58	Hook is 72" above the floor.	Install additional coat hook within accessible reach ranges (48").	Within 18 months.
59	There are no grab bars in the shower.	Install seat on door wall within proximity of controls which will be to the left; install grab bars per roll-in shower requirements.	Within 18 months.
<i>Women's Locker Room</i>			
	Issue	Retrofit	Timing
60	Clear opening of the entrance door is 31" .	Install offset hinges to achieve as close to 32" min. clear width as reasonably possible.	Within 2 years.
61	Shelf is 4 3/4" above the floor.	Install additional shelf at 9" AFF in 1 locker.	Within 2 years.
62	Clear opening of the toilet room door is 31" .	Install offset hinges to achieve as close to 32" min. clear width as reasonably possible.	Within 2 years.

	Issue	Retrofit	Timing
63	Inside the toilet room, the maneuvering space extends only 51" deep at 18" beside the latch.	Re-hang door to swing out (traditional closer will not be provided).	Within 2 years.
64	Door swing overlaps the lavatory clear floor space by 5".	Re-hang door to swing out (traditional closer will not be provided).	Within 2 years.
65	Top of the wall-hung lavatory is 36" above the floor.	Lower lavatory so that its rim will be 34" max. AFF.	Within 2 years.
66	Pipes under the accessible lavatory are not insulated.	Install insulation on water supply and drain pipes beneath lavatory.	Within 2 years.
67	There are no grab bars.	Install compliant grab bars.	Within 18 months.
68	The toilet flush control is on the wall side.	Provide flush valve on the open side of water closet.	Within 2 years.
Women's Sauna			
	Issue	Retrofit	Timing
69	Maneuvering space extends only about 9" beside the latch side of the door.	Provide 18" min. clearance on pull-side of the sauna door.	Within 2 years.
70	Turning space is less than 60" in diameter.	Remove wood decking on exterior side of door so that compliant landing is achieved.	Within 3 years.
Women's Shower Room			
	Issue	Retrofit	Timing
71	Clear opening of the entrance door is 28 1/2".	Modify shower room entry to provide 32" min. clear width.	Within 3 years.
72	At the entrance, the top is 4 3/4" above the landing.	Remove curb.	Within 3 years.
73	Shower room turning space is only 34 1/2" deep by approx. 54" wide.	Install seat on door wall within proximity of controls which will be to the left; install grab bars per roll-in shower requirements.	Within 2 years.
74	There are no grab bars in the shower.	Install compliant grab bars for the accessible shower.	Within 18 months.

<i>Unisex Toilet Room Near Gym & Yoga Room</i>			
	Issue	Retrofit	Timing
75	Top of the wall-hung lavatory is 36 1/4" above the floor.	Lower lavatory so that its rim will be 34" max. AFF.	Within 2 years.
76	Pipes under the accessible lavatory are not insulated.	Install insulation on water supply and drain pipes beneath lavatory.	Within 2 years.
77	Sidewall grab bar is only 26" long and is 15" from the rear wall. The front end of the grab bar is only 51" from the rear wall.	Install compliant parallel (side) wall grab bar.	Within 18 months.
78	Rear grab bar is only 24" long.	Install compliant rear wall grab bar.	Within 18 months.
79	Toilet flush control is on the wall side.	Provide flush valve on the open side of water closet.	Within 2 years.
<i>2nd Floor Restroom</i>			
	Issue	Retrofit	Timing
80	Reflective surface of the mirror is mounted 43 1/4" above the floor. Accessible route into the lavatory narrows to 34 1/4" wide for a distance of several feet. Pipes under the accessible lavatory are not insulated. Clear opening of the stall door is 27". There is no toe space. Stall is only 35" wide. There are no grab bars.	Create one unisex accessible toilet room on 2nd floor that will be modified to comply with ANSI 4.22	Within 3 years.
<i>Outdoor Amenities</i>			
	Issue	Retrofit	Timing
81	At door between lobby and the outdoor amenities, the top is 3/4" above the floor and is not beveled.	Remove tile on interior of the door and flash-patch so that threshold is 1/2" max. in height.	Within 2 years.
82	At door between lobby and the outdoor amenities, the top is 3 1/4" above the landing.	Install ramp threshold extensions with 8.33% max running slopes.	Within 2 years.
83	At the seating platforms, there is a change in level of 3/4".	Provide similar accessible table elsewhere or install ramp.	Within 2 years.
84	Electrical receptacles at the seating platforms area are approx. 8" above the floor.	Install electrical receptacle above existing (15" min. to centerline).	Within 2 years.

			Retrofit	Timing
85	Electrical receptacles in the lounge chair area are approx. 10 3/4" above the floor.	Add an accessible receptacle to this area.		Within 2 years.
86	Electrical receptacles at the fire pit are approx. 7" above the floor.	Add an accessible receptacle to this area.		Within 2 years.
87	Fire pit timer switch requires tight grasping and twisting.	Replace hardware (switch) with one that is operable without tight pinching, tight grasping, or twisting of the wrist.		Within 2 years.
	Grill Area			
88	Grill timer switch requires tight grasping and twisting.	Replace hardware (switch) with one that is operable without tight pinching, tight grasping, or twisting of the wrist.		Within 2 years.
89	Outdoor grill has a lid. When open, the lid handle is 18" from the front edge and 60" above the ground. It is over a counter that is 37" tall.	Install Lynx extension on grill handle so that it extends 54" max. AFF.		Within 2 years.
90	Counter is 37" tall and the faucet controls are 26" from the front edge.	Because faucet hardware is 26" from edge of countertop, provide accessible faucet hardware that will be within accessible reach ranges (within 46" from the floor).		Within 2 years.
91	Faucet has short levers that require tight grasping and twisting to operate.	Replace faucet hardware with lever type.		Within 2 years.
92	At the counter, the knee height is only 26" and the toe space is only 13" deep.	Raise table or provide 1 accessible table in close proximity.		Within 2 years.
	Dog Park			
93	Gate hardware is mounted on one side of the gate. It requires two hands to open the door and pinching to operate.	Replace gate hardware so that it is operable without tight grasping, tight pinching, or twisting of the wrist.		Within 2 years.
94	Maneuvering space is less than 53" deep.	Make gate to swing both ways so that 48" min. maneuvering clearance depth required on push-side of door can be achieved.		Within 2 years.

	Issue	Retrofit	Timing
95	Clear floor space for the pet waste station is not paved.	Add a pet waste station on an accessible route.	Within 2 years.
96	Pet waste station is 56" above the ground.	Additional pet waste station will provide operable parts 48" max AFF.	Within 2 years.
Basketball Court			
97	Gate hardware is mounted on one side of the gate. It requires two hands to open the door and pinching to operate.	Replace gate hardware so that it is operable without tight grasping, tight pinching, or twisting of the wrist.	Within 2 years.
19th Floor Corridor			
98	Near unit 1907, where the accessible route turns toward the elevators, the cross slope is 3.1%. This condition may also occur on other floors.	Pull back rug and flash-patch so that running slope does not exceed 3% (requested) and is not less than 2% if reasonably possible.	Within 2 years.
26th Floor Lounge			
99	At the door between the corridor without the toilet room and the lounge and the door between the corridor with the restroom and the lounge, the clear floor spaces for fob controls are behind the swings of the doors.	Relocate fob controls or lengthen time for door to relock.	Within 2 years.
100	At the door between the corridor without the toilet room and the lounge, a trash can reduces the maneuvering space, which extends only about 10" beside the latch side of the door.	Relocate trash can.	Within 18 months.
101	At least 1 seat around table must have wheelchair spaces. No wheelchair spaces are provided.	Add one accessible table located at a central location within the lounge.	Within 2 years.
102	Counter is 35 3/4" tall. As a result, faucet is out of reach.	Move faucet so that hardware is within 10" of edge of counter or provide automatic faucet that will react when hand is within 10" from edge of countertop.	Within 2 years.

				Within 2 years.
103	TV control is 56 3/4" above the floor and is 22" from the front edge of the seating ledge that is 18 1/4" above the floor.	Lower controls so they are 48" max. AFF.		
26th Floor Restroom				
Issue	Retrofit	Timing		
104	Lavatory knee space is only 7 1/2" deep at a height of 27". Clear floor space extends only 16 1/2" underneath the lavatory. Pipes under the lavatory are not insulated.	Replace lavatory with compliant one.	Within 2 years.	
105	Rear grab bar is only 24" long.	Install compliant rear wall grab bar.	Within 18 months.	
106	Grab bar is only 24" long and front end of grab bar is only 27 1/2" from the rear wall.	Install compliant parallel (side) wall grab bar.	Within 18 months.	
107	The side to the lavatory reduces the clear floor space width at the toilet to 32 1/2".	Locate the new compliant lavatory described above a min. of 36" from side wall.	Within 2 years.	
108	Toilet centerline is 12" from the sidewall.	Move water closet so centerline is 16" to 18" from toilet sidewall. Maintain min. clearances.	Within 2 years.	
26th Floor Terrace				
Issue	Retrofit	Timing		
109	Between the corridor and the terrace, there is a change in level of 2 1/2" on the outside.	Raise pedestals to within 1/2" of top of threshold to create a flat landing with a compliant transition.	Within 2 years.	
110	Clear opening of the door between the corridor and terrace is 25".	There are 2 doors serving the terrace. Modify one door to provide 32" min. clear width.	Within 2 years.	
111	Underside of the seating counter is 31 1/2" above the floor and protrudes 14" into the circulation path.	Provide cane detection beneath protruding countertop.	Within 2 years.	
112	Fire pit timer switch requires tight grasping and twisting.	Replace hardware (switch) with one that is operable without tight pinching, tight grasping, or twisting of the wrist.	Within 2 years.	

113	Outdoor grill has a lid. When open, the lid handle is 18" from the front edge and 58" above the ground. It is over a counter that is 36" tall.	Install Lynx extension on grill handle so that it extends 54" max. AFF.	Within 2 years.	
114	Counter is 34 3/4" tall and the faucet controls are 25 1/2" from the front edge.	Move faucet so that hardware is within 10" of edge of counter or provide automatic faucet that will react when hand is within 10" from edge of countertop.	Within 2 years.	
115	INTENTIONALLY BLANK	INTENTIONALLY BLANK		
116	There is no accessible seating at the table with the fireplace.	Raise table or provide 1 accessible table within close proximity.	Within 2 years.	
	27th Floor Terrace, Left Side			
	Issue	Retrofit	Timing	
117	Between the corridor and the terrace, there is a change in level of 5" on the inside and 3/4" on the outside.	Remove threshold. Remove wood decking on exterior side of door so that compliant landing is created.	Within 3 years.	
118	Changes in level of more than 3" along accessible route between the wood deck and the pavers.	Provide accessible seating on terrace surface after wood decking is removed.	Within 3 years.	
119	Electrical receptacles at the seating area are about 7 3/4" above the floor.	Add accessible receptacle in this area.	Within 2 years.	
120	Fire pit timer is approx. 4" above the floor.	Move pit timer to between 9" and 54" above the floor.	Within 2 years.	
121	Fire pit times switch requires tight grasping and twisting.	Replace hardware (switch) with one that is operable without tight pinching, tight grasping, or twisting of the wrist.	Within 2 years.	
	27th Floor Terrace, Right Side			
	Issue	Retrofit	Timing	
122	Between the corridor and the terrace, there is a change in level of 5" on the inside and 3/4" on the outside.	Remove threshold. Remove wood decking on exterior side of door so that compliant landing is created.	Within 3 years.	
123	Undersides of the lights are 53 1/2" above the floor and protrude 14" into the circulation path.	Provide cane detection beneath light fixture.	Within 2 years.	

		Add an accessible receptacle to this area.	Within 2 years.
Trash Rooms, Generally			
124	Issue	Retrofit	Timing
	Electrical receptacles in the area being renovated are approx. 12 1/2" above the floor.	Reduce opening force of trash chute closer as much as reasonably possible.	Within 2 years.
125	Issue	Retrofit	Timing
	In all trash rooms, the control on the trash chute intake door requires approx. 10 to 11 lbs. force.	Inspect each trash room and provide photographs and measurements of maneuvering space to FHJC for each room that Rabsky claims is compliant. Adequate maneuvering space may not be achieved by removing recycling bins from a trash room. For those trash rooms that the parties agree are compliant, no retrofit will be provided. In all other trash rooms, install automatic door operator that complies with ANSI/BHMA A156.19-2019 and has obstruction detection and a hold-open option of 30 seconds minimum similar to Norton 5700 Series operator or better. Operator shall be actuated by push plates or wireless transmitters.	Provide photographs and measurements to FHJC within 6 months. Complete necessary retrofits on every other floor within 2 years; remaining floors within 4 years.
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HALO UNIT RETROFIT PLAN

	General Unit Issues	Retrofit	Unit(s)	Timing
Item No.	Issue			
1	Unit entrance thresholds are too high.	Inspect all unit entrance thresholds and if threshold is too high, make thresholds flush or provide 1/4" max. threshold, if not beveled. If beveled, provide 1/2" max. height at 1:2.	All units.	Complete 50% within 2 years; 100% within 3 years.
2	Unit doors to bathrooms, dens, bedrooms, and walk-in closets have clear openings of only approx. 30 1/2" to 31".	Install offset hinges to achieve as close to 31 5/8" width as possible when open at 90 degrees. In instances where 90-degree opening cannot be achieved, re-hang door.	All units.	Complete 50% within 3 years; 100% within 5 years.
3	When used for storage, closets with washer/dryer hookups are too deep in combination with narrow door opening.	Offer to install removable shelves within accessible reach ranges to all new tenants before they take occupancy at no cost to tenants.	All units.	Start to offer options within 6 months.
4	In-unit thermostats are mounted too high.	Where located beyond accessible reach ranges, thermostats will be lowered so that their highest operable part is 48" max. above finished floor (AFF) or remote thermostat will be provided.	All units.	Complete 50% within 3 years; 100% within 5 years.
5	Kitchen electrical receptacles are mounted 58" above the floor on the underside of the wall cabinets. These receptacles are too high.	GFI strip will be installed on wall above kitchen counter within accessible reach ranges.	All units.	Complete 50% within 3 years; 100% within 5 years.
6	Bathroom walls are not reinforced for future installation of grab bars.	Maintain constant 5% stock in building of either (1) 24" or 36" rear grab bars with Wings or (2) 24" to 36" parallel grab bars with Wings for future installation upon tenant request	All units.	Within 6 months.

Unit Kitchens	Issue	Retrofit	Unit(s)	Timing
7	Insufficient clear floor space parallel and centered on range.	Range will be relocated so that 30" by 48" clear floor space can be centered on it.	Unit 1704 floor plan (11 total)	Complete 50% within 3 years; 100% within 5 years.
	Insufficient dishwasher approach floor space.	Offer to install 9" deep sink with removable base cabinets to be installed at no cost to tenant to all current and new tenants before they take occupancy where member of household uses a wheelchair.	Floor plans: Unit 301 (11 total) Unit 402 (11 total) Unit 1103 (11 total) Unit 604 (11 total) Unit 705 (11 total) Unit 707 (11 total) Unit 508 (11 total) Unit 409 (11 total) Unit 1310 (11 total) Unit 611 (11 total) Unit 312 (11 total) Unit 413 (11 total) Unit 514 (11 total) Unit 316 (11 total) Unit 1701 (11 total) Unit 1603 (22 total) Unit 1704 (11 total) Unit 1406 (11 total) Unit 1907 (11 total) Unit 2503	Start offering option within 6 months.

			Issue	Retrofit	Unit(s)	Timing
				Floor Plans:		
9	Insufficient clearance between opposing refrigerator and counter.		To increase clearance, remove baseboard and other barriers, including recess electrical behind refrigerator. Where clearance remains insufficient, provide shallower refrigerators (replicate current storage capacity as much as possible) upon tenant request.	Unit 707 (11 total) Unit 1310 (11 total) Unit 1808 (11 total)	Complete 50% within 3 years; 100% within 5 years.	
			Unit Bathrooms			
10	Insufficient clear floor space in bathroom or route between door and toilet.		Where clear floor space is not provided for parallel approach, install removable base cabinets beneath lavatory that will provide compliant knee/toe clearance for forward approach. If double vanity, remove base cabinet beneath one sink or provide clear floor space centered on a single sink bowl in center.	Unit 301 (11 total) Unit 402 (11 total)	Complete 50% within 3 years; 100% within 5 years.	
11	Insufficient vanity knee/toe clearance.			Unit 301 (11 total) Unit 1103 (11 total) Unit 604 (11 total) Unit 705 (11 total) Unit 806 (11 total) Unit 707 (11 total) Unit 508 (11 total) Unit 409 (11 total) Unit 1310 (11 total) Unit 611 (11 total) Unit 312 (11 total) Unit 413 (11 total) Unit 514 (11 total) Unit 815 (11 total) Unit 316 (11 total) Unit 1701 (11 total) Unit 1603 (22 total) Unit 1704 (11 total) Unit 1907 (11 total)	Complete 50% within 4 years; 100% within 6 years.	

		In instances where towel bar's restrict knee space beneath lavatory, towel bar will be removed to provide 27" min. knee space.	Floor Plans: Unit 1406 (11 total) Unit 1080 (11 total) Unit 2009 (11 total) Units 2501, 2601, 2603, 2604, 2605, 2606	Complete 50% within 4 years; 100% within 6 years.
12		Pipes under the accessible lavatory are not insulated.	Floor Plans: Unit 402 (11 total) Unit 1701 (11 total) Unit 1406 (11 total) Unit 1808 (11 total) Unit 2009 (11 total) Units 2601, 2604, 2605, 2606	Complete 50% within 4 years; 100% within 6 years.
13		Will insulate lavatory water supply and drain pipes.	Floor Plans: Unit 705 (11 total) Unit 707 (11 total) Unit 409 (11 total) Unit 611 (11 total) Unit 413 (11 total) Unit 1603 (22 total)	Complete 50% within 4 years; 100% within 6 years.
14		Toilet centerline is too far from the sidewall and/or counter.	Floor Plans: Unit 705 (11 total) Unit 707 (11 total) Unit 409 (11 total) Unit 611 (11 total) Unit 413 (11 total) Unit 1603 (22 total)	Complete 50% within 4 years; 100% within 6 years.
15		The shower configuration is such that the shower control wall is recessed behind the bathroom wall. The bathroom wall prevents the toes of the clear floor space to align with the control wall.	In instances where clear floor space is not provided from shower control wall, relocate shower controls to end wall of shower in master bathroom so that 30" by 48" clear floor space can be provided.	Floor Plans: Unit 402 (11 total) Unit 1702 (11 total) Units 2503, 2602, 2606
16		Toilet alcove is approx. 31" deep and clear floor space is only 46 1/2" wide.	Alcove wall board will be replaced with thinner board to get as close to 48" min. as possible.	Floor Plan: Unit 815 (11 total)
				Complete 50% within 3 years; 100% within 4 years.

Retrofit Plan for Driggs A - Common Use Areas

<i>Item No.</i>	<i>General issues</i>	<i>Retrofit</i>	<i>Timing</i>
<i>Issue</i>			
1	Wall sconces in corridors protrude as much as 5 1/2" too far into circulation path.	Raise or replace wall sconces.	Within 2 years.
2	In common use areas, excluding dwelling unit numbers, the finish on signs is highly reflective.	Signage identifying the common-use areas will be replaced to the extent necessary to comply with ANSI 1986, section 4.28.	Within 2 years.
Driggs A Parking Garage			
<i>Issue</i>		<i>Retrofit</i>	<i>Timing</i>
3	No exterior accessible parking space provided.	Provide one exterior accessible parking space.	Within 2 years.
4	Door threshold between lobby and corridor to parking is too tall.	Make flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" max. if beveled at 1:2.	Within 2 years.
5	Door between lobby and corridor to parking has a knob that requires tight grasping and twisting to operate.	Replace door hardware with compliant door hardware.	Within 2 years.
6	At door between lobby and corridor to parking, the maneuvering space extends only 15" beside the late side of the door.	Install automatic door opener or relocate door (negating maneuvering clearance required).	Within 2 years.
7	At exterior door to the corridor to parking, the threshold is 1 1/4" tall on the interior and 1 3/4" tall on the exterior.	Make threshold flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" max. if beveled at 1:2.	Within 2 years
8	At the exterior door to the corridor to parking, the maneuvering space has a slope of 4.3 to 5%	Regrade landing on exterior side of door so slope of landing is 2% max. for 60" of depth with 18" min. clearance on pull-side of door or install automatic door opener.	Within 3 years.

9	At Driggs A garage parking, the maneuvering space has a slope of 3.9%.	Regrade landing on exterior side of door so slope of landing is 2% max. for 60" of depth with 18" min. clearance on pull-side of door or install automatic door opener.		Within 3 years.
Entrance Lobby and Corridor				
	Issue	Retrofit	Timing	
10	Interior vestibule doors require 11 lbs. force.	Reduce opening force of door closers as much as reasonably possible so that they will still be able to latch with a goal of 8.5 lbs.	Within 18 months.	
11	Check-in counter is 42" above the floor.	Add accessible 36" max. height furniture adjacent to main deception desk.	Within 2 years.	
12	Rent drop box slot is 68" above the floor.	Install additional rent box with operable parts located within accessible reach ranges below original.	Within 18 months.	
Mailroom				
	Issue	Retrofit	Timing	
13	Highest mailbox controls at 68 1/2". The top 5 rows (approx. 42% of mailboxes) are above 54".	Provide 5% of mailboxes within accessible reach ranges on wall adjacent to existing mailboxes with consent of USPS	Within 2 years.	
Screening Room				
	Issue	Retrofit	Timing	
14	Cabinet hardware requires tight grasping or pinching to operate.	Install accessible cabinet hardware.	Within 2 years.	
Laundry Room				
	Issue	Retrofit	Timing	
15	Maneuvering space extends only 4 1/2" beside the latch side of the door.	Re-hang door to swing out and remove closer.	Within 2 years.	
16	Dryer inlet is 55 1/4" above the floor.	Install accessible dryer with operable parts between 9" and 54" above the floor.	Within 3 years.	

			Within 18 months.
17	Folding counter is 38 1/4" above the floor, knee and toe space is only 15" deep, and underside of counter is 37" above the floor and protrudes 15" into circulation path. Accessible route between laundry machines and counter/table is only 29" wide.	Remove table.	
18	Payment card machine is 60 1/2" above the floor.	Lower payment card machine or replace so that the highest operable part is 48" max. above finished floor (AFF).	Within 2 years.
Gym		Retrofit	Timing
19	Top of threshold is 1 1/4" above the landing.	Make threshold flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" max. if beveled at 1:2.	Within 2 years
20	Parts of the accessible route to each type of fitness equipment narrow to less than 36" wide for a distance of more than 24".	Relocate exercise equipment so that 36" is provided adjacent to each unique piece of exercise equipment. Establish policy to maintain 36" clearance between unique pieces of exercise equipment.	Within 2 years.
21	Front of trash can is about 12" in front of the paper towel dispenser. Paper towel dispenser is about 52" above the floor and is out of reach.	Remove trash can and lower paper towel dispenser so that highest operable part is 48" max. AFF.	Within 2 years.
Recreation Room		Retrofit	Timing
22	Issue	Install compliant handrails on both sides of the ramp.	Within 2 years.
23	Ramp has no handrails. There is only a guardrail on one side.	Raise moose head so that its bottom leading edge is 80" min. AFF	Within 2 years.
24	At bottom ramp landing, the underside of the moose head is 70" to 77" above the floor and protrudes 19" into the circulation path.	Remove wood base and replace with thinner base to allow for 60" deep maneuvering space that extends 18" to the side of the door latch.	Within 3 years.

1st Floor Common Use Restroom			
	Issue	Retrofit	Timing
25	At 27" above the floor, the lavatory knee space is only 7 3/4" deep. At a point 18" above the floor, it is only 7 1/2" from the front edge.	Move lavatory to provide 17" knee and toe space extending to faucet and other operable parts or extend lavatory so that adequate depth for compliant knee and toe clearance can be achieved.	Within 2 years.
26	Pipes under the accessible lavatory are not insulated.	Insulated water supply and drain pipes.	Within 2 years.
27	There is no grab bar on the rear wall of toilet.	Install compliant rear grab bar.	Within 18 months.
28	Sidewall grab bar at toilet is only 42" long and is 17 3/4" from the rear wall.	Install compliant parallel (side wall) grab bar.	Within 18 months.
Roof Terrace			
	Issue	Retrofit	Timing
29	At door to roof terrace, the top is 8 3/4" above the landing.	Install a ramp complying to the max. extent technically feasible.	Within 3 years.
30	At door to roof terrace, the maneuvering space extends only 1/14" to the latch side.	Replace closer with self-closing, spring hinges.	Within 2 years.
31	At door to roof terrace, the underside of the mag-lock is 76 1/2" above the threshold.	Raise mag-lock to achieve 78" min. vertical clearance or remove.	Within 32 years.
32	There is a gap between the door threshold and the terrace pavers that is 1 3/4" wide.	Fill in gap.	Within 2 years.
33	The outdoor grill has a lid. When open, the lid handle is 19" from the front edge and 58 1/2" above the ground.	Install extension on grill handle so that it extends 54" max. AFF.	Within 2 years.
34	There is seating at picnic tables. However, there is no wheelchair space at a picnic table.	Remove a seat at one picnic table.	Within 18 months.
35	At seating platforms, there is a change in level of 6".	Provide comparable seating on an accessible route and located in same area as current inaccessible seating.	Within 18 months.
Trash Rooms			
	Issue	Retrofit	Timing
36	In all trash rooms, the control on the trash chute intake door requires about 8 to 11 lbs. force.	Reduce opening force of trash chute closer as much as reasonably possible.	Within 2 years.

<p>Inside the 7th floor trash room, the maneuvering space is only 43" deep. Inside the 2nd to 6th floor trash rooms, the maneuvering space is only 46" to 47 1/2" deep.</p>	<p>Inspect each trash room and provide photographs and measurements of maneuvering space to FHJC for each room that Rabsky claims is compliant. Adequate maneuvering space may not be achieved by removing recycling bins from a trash room. For those trash rooms that the parties agree are compliant, no retrofit will be provided. In all other trash rooms, install automatic door operator that complies with ANSI/BHMA A156.19-2019 and has obstruction detection and a hold-open option of 30 seconds minimum similar to Norton 5700 Series operator or better. Operator shall be actuated by push plates or wireless transmitters.</p>	<p>Provide photographs and measurements to FHJC within 6 months. Complete necessary retrofits on every other floor within 2 years; remaining floors within 4 years.</p>
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DRIGGS A UNIT RETROFIT PLAN

		General Unit Issues	Retrofit	Unit(s)	Timing
Item No.	Issue				
1	Unit entrance thresholds are too high.	Inspect all unit entrance thresholds and if threshold is too high, make it flush or provide 1/4" max. threshold, if not beveled. If beveled, provide 1/2" max. height at 1:2.	All units.	Complete 50% within 2 years; 100% within 3 years.	
2	Interior unit doors to bathrooms, dens, bedrooms, and walk-in closets have clear openings of only approx. 30 1/2" to 31".	Inspect interior doors in all units and where condition exists, install offset hinges to achieve as close to 31 5/8" width as possible when open at 90 degrees. In instances where 90-degree opening cannot be achieved, re-hang door.	All units.	Complete 50% within 3 years; 100% within 5 years.	
3	When used for storage, closets with washer/dryer hookups are too deep in combination with narrow door opening.	Offer to install removable shelves within accessible reach ranges to all new tenants before they take occupancy at no cost to tenant.	All units.	Start to offer options within 6 months.	
4	Bathroom walls are not reinforced for future installation of grab bars.	Maintain constant 5% stock at building of either (1) 24" or 36" rear grab bars with Wings or (2) 24" to 36" parallel grab bars with Wings for future installation upon tenant request and at no cost to tenant.	All units.	Within 6 months.	

<i>Unit Kitchens</i>		Retrofit	Unit(s)	Timing
Issue				
5	Insufficient clearance between range and opposing appliance or counter.	To increase clearance, remove baseboard, and recess electrical behind range upon tenant request and at unit turnover.	2: A, E, J, O, P, U 3: B, D, I, R 4: G, H, N, S 5: C, L, M, T 7: A, E, F, G, H, I, J, K, L, M	Complete 50% within 3 years; 100% within 5 years.
6	Insufficient dishwasher approach floor space.	Offer 9" deep sink with removable base cabinets to current tenants and upon tenant turnover before new tenant takes occupancy.	2: A, E, J, K, O, P, U 3: B, F, I, R 4: G, H, N, S 5: B, C, H, I, L, M, T 6: A, E, J 7: A - M	Start to offer option to current and new tenants within 6 months.
7	Insufficient clearance between opposing refrigerator and counter.	To increase clearance, remove baseboard and other barriers, including recess electrical behind refrigerator. Where clearance remains insufficient, provide shallower refrigerators (replicate current storage capacity as much as possible) upon tenant request.	2: P 4: G, H, N, S, 5: C 7: A, B, E, F, G, H, I, J	Complete 50% within 3 years; 100% within 5 years.
<i>Unit Bathrooms</i>		Retrofit	Unit(s)	Timing
8	Insufficient clear floor space in bathroom on route between door and toilet.	Rehang bathroom door to swing out..	2: A, E, K 3: F, I 4: H, N 5: H, I, L 6: A, J 7: A - M	Complete 50% within 3 years; 100% within 5 years.

		Will install removable base cabinets beneath lavatory that will provide compliant knee/toe clearance for forward approach.	2: A, E, J, K, O, P, U 3: B, F, I, R 4: G, H, N, S 5: B, C, H, I, L, M, T 6: A, E, J 7: A - M	Complete 50% within 3 years; 100% within 5 years.
9		Bathroom door threshold is too high.	Will make threshold flush or provide 1/4" max. threshold, if not beveled. If beveled, provide 1/2" max. height at 1:2.	2J 4N 5H 6A
10				Complete 50% within 2 years; 100% within 3 years.

Retrofit Plan for Driggs B – Common Use Areas

Item No.	General issues	Retrofit	Timing
Issue			
1	Wall sconces in corridors protrude as much as 5 1/2" too far into circulation path.	Raise or replace wall sconces.	Within 2 years.
2	In common use areas, excluding dwelling unit numbers, the finish on signs is highly reflective.	Signage identifying the common-use areas will be replaced to the extent necessary to comply with ANSI 1986, section 4.28.	Within 2 years.
	<i>Entrance Lobby and Corridor</i>		
Issue	Retrofit	Timing	
3	Check-in counter is 42" above the floor.	Place accessible 36" max. height counter adjacent to main reception desk.	Within 2 years.
4	At corridor door to the restroom and laundry, the maneuvering space extends only 15" beside the latch side of the door.	Re-hang door to swing out.	Within 2 years.
	<i>Mail area</i>		
Issue	Retrofit	Timing	
5	The highest mailbox controls at 67". The top 4 rows (approx. 53% of the mailboxes) are above 54".	Utilize 57 1/4" long blank (open) end wall to install 5% mailboxes with center keys 48" maximum above finished floor (AFF).	Within 2 years.
6	Rent drop box slot is 64" above the floor.	Repurpose one parcel box located within reach range to be used as a rent drop box.	Within 2 years.

<i>Laundry Room</i>			
	Issue	Retrofit	Timing
7	Dryer inlet is 55 1/4" above the floor.	Provide dryer with operable parts within accessible reach ranges.	Within 3 years.
8	Folding counter is 38 1/4" above the floor, knee and toe space is only 12 1/4" deep, and underside is 37" above the floor and protrudes 15" into circulation path.	Remove table.	Within 18 months.
9	Payment card machine is 61" above the floor.	Lower or replace payment card machine so that the highest operable part is 48 inches max. AFF.	Within 2 years.
10	Counter is 38" tall. Therefore, the faucet is out of reach.	Lower counter to 34" max. AFF.	Within 2 years.
<i>Gym</i>			
	Issue	Retrofit	Timing
11	Accessible route to the water cooler and paper towel dispenser narrows to 28".	Relocate exercise equipment so that an accessible route is provided. Establish policy to maintain 36" clearance between unique pieces of exercise equipment.	Within 2 years.
12	Underside of the paper towel dispenser is 55" above the floor and protrudes about 8" into the circulation path.	Provide cane detection beneath paper towel dispenser.	Within 2 years.
13	Water cooler is approx. 12" and the cup dispenser is approx. 21" beyond the front edge of the knee and toe space.	Relocate cup dispensers to location within accessible reach range and otherwise compliant.	Within 2 years.
<i>Recreation Room</i>			
	Issue	Retrofit	Timing
14	TV control is 66" above the floor.	Lower remote to within accessible reach ranges.	Within 2 years.

Common Use Restroom			
	Issue	Retrofit	Timing
15	Top of the lavatory rim is angled at 34 1/2" to 34 3/4" above the floor.	Relocate and lower lavatory.	Within 2 years.
16	At 27" above the floor, the knee space is only 7 3/4" deep. At a point 18" above the floor, it is only 7 1/4" from the front edge.	Provide compliant knee space at relocated lavatory or extend lavatory so that adequate depth for compliant knee and toe clearance can be achieved.	Within 2 years.
17	Pipes under the accessible lavatory are not insulated.	Insulate water supply and drainpipes under relocated lavatory.	Within 2 years.
18	Toilet seat is only 16" high.	Add thicker toilet seat to provide height of 17" to 19" AFF.	Within 2 years.
19	Toilet centerline is 16 1/2" from the sidewall.	Install offset flange so that centerline of water closet is 18" from parallel (side) wall.	Within 2 years.
Roof Terrace			
	Issue	Retrofit	Timing
20	On 8th floor at the elevator entrances, there is a change in level of about 1" and slopes 10.9%.	Install handrails (without extensions) and auto door to negate landing. Defendant Rabsky Corp. to provide plan to be approved by Plaintiff FHJC prior to installation.	Within 32years.
21	At the seating, the centerline of the lower outlet is only 7" above the floor.	Add an accessible receptacle in this area.	Within 2 years.
22	Grill timer switch requires tight grasping and twisting.	Replace hardware (switch) with one that is graspable.	Within 2 years.
23	Outdoor grill as a lid. When open the lid handle is 21" from the front edge and 59 3/4" above the ground.	Install Lynx extensions on grill handle so that it extends 54" max. AFF.	Within 2 years.
24	There is seating at picnic tables and pedestal tables. However, there is no wheelchair space at a picnic table.	Remove one seat at one picnic table.	Within 18 months.

25	At the seating platforms, there is a change in level of 7 1/4" that is not ramped.	Similar table will be provided elsewhere on terrace that is not accessed by a seating platform or ramp will be installed at one of the seating platforms.	Within 2 years.	
	Trash Rooms			
	Issue	Retrofit	Timing	
26	In all trash rooms, the control on the trash chute intake door requires approx. 9 lbs. force.	Reduce opening force of trash chute closer as much as reasonably possible.	Within 2 years.	
	Inside the 2nd to 7th floor trash rooms, the maneuvering space is only 45" to 47" deep.	Inspect each trash room and provide photographs and measurements of maneuvering space to FHJC for each room that Rabsky claims is compliant. Adequate maneuvering space may not be achieved by removing recycling bins from a trash room. For those trash rooms that the parties agree are compliant, no retrofit will be provided. In all other trash rooms, install automatic door operator that complies with ANSI/BHMA A156.19-2019 and has obstruction detection and a hold-open option of 30 seconds minimum similar to Norton 5700 Series operator or better. Operator shall be actuated by push plates or wireless transmitters	Provide photographs and measurements to FHJC within 6 months. Complete necessary retrofits on every other floor within 2 years; remaining floors within 4 years.	
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DRIGGS B UNIT RETROFIT PLAN

Item No.	General Unit Issues	Retrofit	Unit(s)	Timing
1	Unit entrance thresholds are too high.	Inspect all unit entrance thresholds and if threshold is too high, make flush or provide 1/4" max. threshold, if not beveled. If beveled, provide 1/2" max. height at 1:2.	All units.	Complete 50% within 2 years; 100% within 3 years
2	Unit doors to bathrooms, dens, bedrooms, and walk-in closets have clear openings of only approx. 30 1/2" to 31".	Inspect all unit interior doors and if noncompliant, install offset hinges to achieve as close to 31 5/8" width as possible when open at 90 degrees. In instances where 90-degree opening cannot be achieved, re-hang door.	All units.	Complete 50% within 3 years; 100% within 5 years.
3	When used for storage, closets with washer/dryer hookups are too deep in combination with narrow door opening.	Offer to install removable shelves within accessible reach ranges to new tenants before they take occupancy at no cost to tenant.	All units.	Start to offer to options within 6 months.
4	Bathroom walls are not reinforced for future installation of grab bars.	Maintain constant 5% stock in building of either (1) 24" or 36" rear grab bars with Wingits or (2) 24" to 36" parallel grab bars with Wingits for future installation upon tenant request.	All units.	Within 6 months.

<i>Unit Kitchens</i>		Retrofit	Unit(s)	Timing
	Issue			
5	Insufficient dishwasher approach floor space.	Offer to install 9" deep sink with removable base cabinets at no cost to new tenants before they take occupancy if member of household uses a wheelchair.	2-7A; 2-7B, 2-7D, 2-7E	Start to offer option to current and new tenants within 6 months.
<i>Unit Bathrooms</i>		Retrofit	Unit(s)	Timing
6	Insufficient clear floor space in bathroom on route between door and toilet.	Rehang bathroom door to swing out.	2-7A 2-7C 2-7F	Complete 50% within 3 years; 100% within 5 years.
7	Insufficient lavatory knee/toe clearance.	Install removable base cabinets beneath lavatory that will provide compliant knee/toe clearance for forward approach.	2-7A 2-7B 2-7C 2-7D 2-7E 2-7F	Complete 50% within 3 years; 100% within 5 years
8	Bathroom door threshold is too high.	Will make threshold flush or provide 1/4" max. threshold, if not beveled. If beveled, provide 1/2" max. height at 1:2.	2F 6A	Complete 50% within 2 years; 100% within 3 years.

Retrofit Plan for Driggs C – Common Use Areas

Item No.	General issues	Retrofit	Timing
	Issue		
1	Tactile unit numbers are about 5" to 6" tall.	Replace signs identifying permanent spaces in public and common use areas.	Within 2 years.
2	In common use areas, excluding dwelling unit numbers, the finish on signs is highly reflective.	Signage identifying the common-use areas will be replaced to the extent necessary to comply with ANSI 1986, Section 4.28.	Within 2 years.
	Parking, Outside		
	Issue	Retrofit	Timing
3	Accessible route from exterior corridor door to outside parking is blocked by a parking space.	Add striping to delineate 18" by 60" depth; install curb stops to so that cars will not obstruct (60" to curb stop)	Within 2 years.
4	At exterior corridor door to outside parking, the threshold top is approx. 4 1 1/2" tall and not beveled.	Make threshold flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" high max if beveled at 1:2.	Within 2 years.
5	At exterior corridor door to outside parking, the maneuvering space is blocked by a parking space.	Add striping to delineate 18" by 60" depth; install curb stops to so that cars will not obstruct (60" to curb stop)	Within 2 years.
	Parking, East Garage		
	Issue	Retrofit	Timing
6	In corridor between the gas meter room and parking garage door, the underside of the emergency equipment box is 31 1/2" above the floor and protrudes 7 1/2" into the circulation path.	Provide cane detection underneath box.	Within 2 years.
7	Corridor ramp has no handrails. Corridor ramp, which is about 12' long, has a slope of 9.5%. Maneuvering space at the corridor door to accessible parking space #2 has a cross slope of 9.5%.	Propose an accessible route to the adjacent garage to FHJC within 90 days of the Effective Date including a drawing illustrating the proposed route. FHJC will notify the Rabsky Defendants of any objection within 30 days. The parties	Within 3 years.

Issue			Retrofit	Timing
8	At the maneuvering space at the corridor door to accessible parking space #2, the top is 1 1/2" tall on the corridor side and 1" on the garage side.	Raise exterior pavement to make maneuvering space at corridor side and garage side flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" high max if beveled at 1:2.	Raise exterior pavement to make maneuvering space at corridor side and garage side flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" high max if beveled at 1:2.	Within 2 years.
9	Accessible parking spaces #2 and #9 do not have access aisles.	Provide 1 exterior accessible space.	Raise exterior pavement to make exterior garage door near accessible space #2, the top is approx. 2" tall and not beveled.	Within 2 years.
10	At the exterior garage door near accessible space #2, the top is approx. 2" tall and not beveled.	Raise exterior pavement to make exterior garage door near accessible space flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" high max if beveled at 1:2.	Raise exterior pavement to make exterior garage door near accessible space flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" high max if beveled at 1:2.	Within 2 years.
Parking, West Garage				
Issue			Retrofit	Timing
11	Accessible space #71 is identified as a Zip Car space.	Provide 1 exterior accessible space.	Raise exterior accessible space.	Within 2 years.
12	At the exterior garage door near accessible space #82, the top is 2 1/4" tall and not beveled.	Raise exterior pavement to make exterior garage door threshold flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" high max if beveled at 1:2.	Raise exterior pavement to make exterior garage door threshold flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" high max if beveled at 1:2.	Within 2 years.
13	Accessible parking space #82 does not have an access aisle. Also, maintenance and cleaning equipment and garbage occupies the space.	Provide 1 exterior accessible space.	Provide 1 exterior accessible space.	Within 2 years.
14	At the maneuvering space at the corridor door to accessible parking Space #82, the top is approx. 1 1/2" tall.	Make the maneuvering space at the corridor flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" high max if beveled at 1:2.	Make the maneuvering space at the corridor flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" high max if beveled at 1:2.	Within 2 years.
15	At the maneuvering space at the corridor door to accessible parking space #82, the accessible route from the door is blocked by a parking space.	Cross-hatch space so parked vehicles cannot block exterior door.	Cross-hatch space so parked vehicles cannot block exterior door.	Within 18 months.
Entrance Lobby and Corridor				
Issue			Retrofit	Timing
16	The check-in counter is 41 1/4" above the floor.	Provide accessible counter adjacent to or within proximity of main counter.	Provide accessible counter adjacent to or within proximity of main counter.	Within 2 years.

	Mail Area	Retrofit	Timing
	Issue		
17	The highest controls are approx 67". The top 4 rows, about 42% of the mailboxes, are above 54".	Provide 5% of mailboxes within accessible reach ranges on 47" wall adjacent to existing mailboxes with consent of USPS Center keys 48" max. AFF.	Within 2 years.
18	Junk mail slot is 39" tall and is 12" from the front edge of the shelf. Therefore, junk mail slot is out of reach.	Provide alternate (permanent) junk mail location with accessible reach ranges on 47" wall adjacent to existing mailboxes.	Within 2 years.
19	Rent drop box slot is 59 1/2" above the floor.	Repurposed one parcel box located below and within accessible reach range for rent drop box.	Within 18 months.
	Laundry Room	Retrofit	Timing
	Issue		
20	Top of threshold is approx. 1 1/4" tall and not beveled.	Make threshold flush; or provide 1/4" max. threshold, if not beveled; or provide 1/2" high max if beveled at 1:12.	Within 2 years.
21	Maneuvering space extends only 5" beside the latch side of the door.	Re-hang door so it latches on opposite side.	Within 2 years.
22	Dryer inlet is 55 1/4" above the floor.	Provide dryer with operable parts within accessible reach ranges.	Within 3 years.
23	Folding counter is 36 1/4" above the floor and knee and toe space is only 12 1/2" deep.	Remove or provide accessible table.	Within 2 years.
24	Payment card machine is 64 1/2" above the floor.	Lower or replace payment card machine so that the highest operable part is 48" max. AFF.	Within 2 years.
25	Counter is 36" tall and the faucet handle is 48 1/2" above the floor.	Lower faucet hardware so it is 46" max. AFF.	Within 2 years.

Gym	Issue	Retrofit	Timing
26	Parts of the accessible route to some of the types of fitness equipment narrow to less than 36" wide for a distance of more than 24".	Relocate fitness equipment so that there is 36" clearance between unique pieces of exercise equipment. Adopt policy requiring 36" clearance between unique pieces of exercise equipment.	Within 2 years.
27	Clear floor spaces for the water cooler and trash can are blocked by equipment.	Relocate fitness equipment so there is 36" clearance between unique pieces of exercise equipment and water cooler and trash can.	Within 2 years.
Lounge	Issue	Retrofit	Timing
28	TV control is 65" above the floor.	Lower TV remote control to within accessible reach range of 9" to 54" AFF.	Within 2 years.
29	Table top is 42 3/4" high. The knee and toe space is blocked by a foot rest bar.	Provide accessible table.	Within 2 years.
Gym Restroom	Issue	Retrofit	Timing
30	Underside of the paper towel dispenser is 53" above the floor and protrudes 9" into circulation path.	Install permanent cane detection underneath paper towel dispenser. If doing so, adversely impacts door maneuvering clearance, remove paper towel dispenser.	Within 2 years.
31	Reflective surface of mirror is mounted 50 1/2" above the floor.	Provide wall-hung mirror with bottom edge of reflecting surface 35" max. AFF.	Within 2 years.
32	Rim on wall-hung lavatory has a dramatic curve that swoops from 36 1/2" to 34" back to 36 1/2" above the floor, the mid-height being 35 1/4". It is only approx. 20" wide. The faucet control is off-center on the lavatory. Therefore, the rim blocks access to the faucet. The lavatory knee and toe space is only 7" deep.	Install new compliant lavatory with adequate knee space and so that rim is 34" max. AFF.	Within 2 years.
33	Pipes under the accessible lavatory are not insulated.	Insulate water supply and drain pipes installed beneath new lavatory.	Within 2 years.

		Retrofit	Timing
34	There are no grab bars.	Install compliant grab bars.	Within 18 months.
35	Lavatory is only 34" from the toilet sidewall.	New lavatory described above will be installed 36" min. from toilet sidewall.	Within 2 years.
36	Toilet seat is only 15 1/2" high.	Add a thicker toilet seat so that height is 17" to 19" AFF.	Within 2 years.
37	Toilet centerline is 17" from the sidewall.	Install offset flange so that centerline of water closet is 18" from toilet sidewall.	Within 2 years.
38	Toilet flush control is on the wall side.	Move toilet flush control or if not possible, then replace with new compliant toilet.	Within 2 years.
Roof Terrace			
	Issue	Retrofit	Timing
39	At the door to the roof terrace, the top is 7 1/4" above the floor and 1 1/2" above the exterior landing.	Install handrails (without extensions) and auto door to negate landing. Defendant Rabsky to provide plan to be approved by Plaintiff FHC prior to installation;	Within 2 years.
40	At the seating, the centerline of the lower outlet is only approx. 7" above the floor. Additionally, the table blocks the clear floor space.	Add an accessible receptacle in this area.	Within 2 years.
41	When the grill handle is in the open position, it is 59" above the floor.	Install Lynx extension on grill handle so that it extends 54" max. AFF when open.	Within 2 years.
42	There is seating at picnic tables and pedestal tables. However, there is no wheelchair space at a picnic table.	Remove a seat at one picnic table.	Within 2 years.
43	At the seating platforms, there is a change in level of 6 3/4" that is not ramped.	Types of seating on raised seating platform will be included on accessible level of terrace.	Within 2 years.
Trash Rooms			
	Issue	Retrofit	Timing
44	In all the trash rooms, the control on the trash chute intake door requires approx. 8 lbs. force.	Opening force of trash chute closer will be reduced as much as reasonably possible.	Within 2 years.

<p>Inside the 2nd to 7th floor trash rooms, the maneuvering space is only 45" to 47" deep.</p> <p>Inspect each trash room and provide photographs and measurements of maneuvering space to FHJC for each room that Rabsky claims is compliant. Adequate maneuvering space may not be achieved by removing recycling bins from a trash room. For those trash rooms that the parties agree are compliant, no retrofit will be provided. In all other trash rooms, install automatic door operator that complies with ANSI/BHMA A156.19-2019 and has obstruction detection and a hold-open option of 30 seconds minimum similar to Norton 5700 Series operator or better. Operator shall be actuated by push plates or wireless transmitters</p>	<p>Provide photographs and measurements to FHJC within 6 months.</p> <p>Complete necessary retrofits on every other floor within 2 years; remaining floors within 4 years.</p>
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DRIGGS C UNIT RETROFIT PLAN

General Unit Issues				Unit(s)	Timing
Item No.	Issue	Retrofit			
1	Unit entrance thresholds are too high.	Inspect all unit entrance thresholds and if threshold is too high, make threshold flush or provide 1/4" max. threshold, if not beveled. If beveled, provide 1/2" max. height at 1:2.	All units.	Complete 50% within 2 years; 100% within 3 years.	
2	Unit doors to bathrooms, dens, bedrooms, and walk-in closets have clear openings of only approx. 30 1/2" to 31".	Install offset hinges to achieve as close to 31 5/8" width as possible when open at 90 degrees. In instances where 90-degree opening cannot be achieved, re-hang door.	All units.	Complete 50% within 3 years; 100% within 5 years.	
3	When used for storage, closets with washer/dryer hookups are too deep in combination with narrow door opening.	Offer to install removable shelves within accessible reach ranges to all new tenants before they take occupancy at no cost to tenant.	All units.	Start to offer options within 6 months.	
4	Bathroom walls are not reinforced for future installation of grab bars.	Maintain constant 5% stock in building of either (1) 24" or 36" rear grab bars with WingIts or (2) 24" to 36" parallel grab bars with WingIts for future installation.	All units.	Within 6 months.	
Unit Kitchens				Unit(s)	Timing
	Issue	Retrofit			
5	Chalkboard on kitchen wall obstructs range clear floor space.	Remove chalkboard.	Floors 2-6: A, B, C, D, E, F, G, H, J, K, L Floor 7: A, B, C, E, F, G, H, J	Upon unit turnover.	

Unit Bathrooms	Issue	Retrofit	Unit(s)	Timing
6	Insufficient clear floor space in bathroom on route between door and toilet.	Rehang bathroom door to swing out.	Floors 2-6: A, F, G, H Floor 7: A, C, E	Complete 50% within 3 years; 100% within 5 years.
7	Insufficient lavatory knee/toe clearance.	Install removable base cabinets beneath lavatory that will provide compliant knee/toe clearance for forward approach.	Floors 2-6: A, C, D, F, G, H, J, K, L Floor 7: A, B, E, F, G, H, J	Complete 50% within 3 years; 100% within 5 years.
8	Bathroom door threshold is too high.	Make threshold flush or provide 1/4" max. threshold, if not beveled. If beveled, provide 1/2" max. height at 1:2.	Floors 2-6: K	Complete 50% within 2 years; 100% within 4 years.