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DATE FILED: 11/14/2023

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
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FAIR HOUSING JUSTICE CENTER, INC.

Index No. 19 Civ. 1171 (AT) (GS)

Plaintiff,

**REVISED SETTLEMENT
AGREEMENT**

v.

JDS DEVELOPMENT LLC; 616 FIRST
AVENUE LLC; AMERICAN COPPER
BUILDING LLC; AH AMERICAN COPPER
LLC; and MS AMERICAN COPPER LLC,

Defendants.

-----X

This Revised Settlement Agreement (this “Agreement”) is entered into by, between, and among, on the one hand, Fair Housing Justice Center, Inc. (“FHJC”), and on the other hand, the JDS Defendants (as defined below) and the Black Spruce Defendants (as defined below) (collectively, the “Parties”).

WHEREAS, on or about June 19, 2019, FHJC filed an Amended Complaint alleging that the Then-Named Defendants (as defined below) discriminated on the basis of disability in the design and construction of two multi-family residential developments in New York City 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 Administrative Code § 8-107 *et seq.*;

WHEREAS, on or about March 5, 2021, FHJC and the Then-Named Defendants (as defined below) entered into a settlement agreement, which the Court so-ordered on March 8, 2021 (defined below as the “Underlying Agreement”);

WHEREAS, FHJC and the JDS Defendants agree that, on or about April 2, 2021, the JDS Defendants designated a Compliance Officer in compliance with Paragraph 54 of the Underlying Agreement;

WHEREAS, FHJC acknowledges and agrees that it is has no knowledge of any breach by the JDS Defendants of Paragraphs 53 or 54 of the Underlying Agreement;

WHEREAS, FHJC and the JDS Defendants agree that the JDS Defendants completed the training described in Paragraph 56 of the Underlying Agreement and thereby complied with their obligations under Paragraph 56 of the Underlying Agreement;

WHEREAS, Defendants represent that on or about March 1, 2022, 616 First Avenue LLC sold, assigned, and transferred all of its interest in the ACB (as defined below) to the Black Spruce Defendants;

WHEREAS, Defendants represent that in connection with the aforementioned sale of the ACB, 616 First Avenue LLC and the Black Spruce Defendants entered into that Assignment and Assumption of Contracts, dated March 1, 2022, pursuant to which the Black Spruce Defendants assumed the performance of all terms, covenants, and conditions of, *inter alia*, the Underlying Agreement;

WHEREAS, on or about May 11, 2023, FHJC reopened this action and, on July 14, 2023, filed a Third Amended Complaint alleging that the current Defendants (as defined below) breached the Underlying Agreement;

WHEREAS, Defendants deny the allegations of wrongdoing and liability against them in the Third Amended Complaint, and by entering into this Agreement do not intend to admit, and do not admit, the same; and

WHEREAS, FHJC and Defendants desire to voluntarily resolve the claims and cross-claims asserted in this action, 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

NOW, THEREFORE, it is hereby STIPULATED and AGREED by, between, and among the Parties and ORDERED by the Court that all claims in the Action (as defined below) are hereby compromised, settled, released, and dismissed upon and subject to the terms of this Agreement, as follows:

SECTION I: DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1. The “JDS Defendants” shall mean and refer to JDS Development LLC and 616 First Avenue LLC, collectively.
2. The “Black Spruce Defendants” shall mean and refer to American Copper Building LLC, AH American Copper LLC, and MS American Copper LLC, collectively.
3. “Defendants” shall mean and refer to the JDS Defendants and the Black Spruce Defendants, collectively.
4. The “Then-Named Defendants” shall mean and refer to JDS Development LLC, 616 First Avenue LLC, 202 8th LLC, Shop Architects LLC, Werber Management, Inc., 202 Park Slope LLC, and Property Markets Group, Inc., collectively.
5. The “ACB” shall mean and refer to the residential apartment buildings located at 626 First Avenue in Manhattan (otherwise known as the “American Copper Buildings”), including without limitation all individual dwelling units and all common areas.

6. The “Unremediated Units” shall mean and refer to the individual dwelling units at the ACB that have not been fully remediated pursuant to the Underlying Agreement as of the date of this Agreement and which are listed on Exhibit B hereto.

7. The “Common Areas” shall mean and refer to common areas of the ACB.

8. The “Unremediated Common Areas” shall mean and refer to the Common Areas that have not been fully remediated pursuant to the Underlying Agreement as of the date of this Agreement and which are listed on Exhibit D hereto.

9. The “Action” shall mean and refer to *Fair Housing Justice Center, Inc. v. JDS Development LLC et al.*, 19-cv-01171-AT-GWG (S.D.N.Y.).

10. The “Underlying Agreement” shall mean and refer to the settlement agreement that FHJC and the Then-Named Defendants entered into on or about March 5, 2021, and which the Court so-ordered on March 8, 2021.

11. The “Court” shall mean and refer to United States District Judge Analisa Torres of the United States District Court for the Southern District of New York or any successor judge that may be appointed.

SECTION II: EFFECTIVE DATE

12. All obligations under this Agreement, unless otherwise specified, shall commence the day following the date this Agreement is so-ordered by the Court (the “Effective Date”). In the event that the Court declines to so order this Agreement, this Agreement shall become null and void and of no force or effect, and the Parties shall revert to their positions immediately prior to the execution of this Agreement.

SECTION III: MONETARY RELIEF

13. Defendants shall collectively pay FHJC the total sum of eight hundred thousand dollars (\$800,000.00) (the “Settlement Amount”) in full and complete satisfaction of all pending claims for monetary damages in the Action and all pending claims for attorneys’ fees and costs incurred by FHJC through and including the Effective Date. Of the Settlement Amount, the Black Spruce Defendants shall be responsible to pay six hundred fifty thousand dollars (\$650,000.00), and the JDS Defendants shall be responsible to pay one hundred fifty thousand dollars (\$150,000.00).

14. Within one hundred and twenty (120) days after the Effective Date, the Settlement Amount shall be paid by wire transfer to the attorney IOLTA account of FHJC’s counsel (wiring information shall be provided to Defendants’ counsel by FHJC’s counsel).

SECTION IV: COMPLETING THE REMEDIATION OF THE ACB

15. FHJC and the Black Spruce Defendants agree that all of the ACB dwelling units listed on Exhibit A hereto (the “Remediated Units”) have been satisfactorily remediated and that Defendants have no further remediation obligations to FHJC with respect to such Remediated Units.

16. FHJC and the Black Spruce Defendants agree that all of the ACB dwelling units listed on Exhibit B hereto (the “Unremediated Units”) have not been satisfactorily remediated pursuant to the terms of the Underlying Agreement.

17. FHJC and the Black Spruce Defendants agree that all of the Common Areas listed on Exhibit C hereto (the “Remediated Common Areas”) have been satisfactorily remediated and that Defendants have no further remediation obligations to FHJC with respect to such Remediated Common Areas.

18. FHJC and the Black Spruce Defendants agree that all of the Common Areas listed on Exhibit D hereto (the “Unremediated Common Areas”) have not been satisfactorily remediated pursuant to the terms of the Underlying Agreement.

19. The Black Spruce Defendants shall complete all of the remediation described in Exhibit B hereto in the Unremediated Units no later than November 15, 2023. The Parties acknowledge and agree that the JDS Defendants, on the other hand, shall have no obligation to complete any of the remediation described in Exhibit B, or any other remediation of the ACB whatsoever. Nothing in this Agreement shall be construed to impose any obligation or liability on the JDS Defendants arising from this Agreement apart from those set forth in Section III.

20. The Black Spruce Defendants shall complete all of the remediation described in Exhibit D hereto in the Unremediated Common Areas as set forth in and by the deadlines set forth in Exhibit D; provided, however, that the remediation of the mail rooms (Lines 23 and 37 of Exhibit D) shall be subject to Paragraph 21 below. The Parties acknowledge and agree that the JDS Defendants, on the other hand, shall have no obligation to complete any of the remediation described in Exhibit D, or any other remediation of the ACB whatsoever. Nothing in this Agreement shall be construed to impose any obligation or liability on the JDS Defendants arising from this Agreement apart from those set forth in Section III.

21. The Black Spruce Defendants shall use best efforts to complete the remediation of the mail rooms required by this Agreement as soon as possible, including by using best efforts to obtain approval from the United States Postal Service (“USPS”) to perform such remediation as soon as possible, and the Black Spruce Defendants shall complete such remediation within thirty (30) days of receiving approval from the USPS or by March 9, 2024, whichever is later. In the event the USPS rejects the Black Spruce Defendants’ current proposal for remediation of the

mail rooms, the Black Spruce Defendants shall use best efforts to obtain USPS approval for an alternative remediation plan as soon as possible, and shall complete the remediation of the mail rooms within thirty (30) days of obtaining approval from the USPS. The Black Spruce Defendants shall ensure that FHJC has the opportunity to be fully involved and participate in all communications with the USPS.

22. FHJC and the Black Spruce Defendants agree that time is of the essence, that strict compliance with each of the remediation deadlines specified in Exhibits B and D is crucial, and that the remediation deadlines specified in Exhibits B and D may be extended only if:

- (a) (i) there has been an act of God, force majeure event, or COVID-19 state of emergency declared by the New York Governor that (ii) the Black Spruce Defendants prove by clear and convincing evidence precluded them from completing one or more remediation obligations by the otherwise strict deadlines specified in Exhibit B and Exhibit D despite their best efforts to do so; or
- (b) (i) the tenant occupying an Unremediated Unit has repeatedly refused to grant the Black Spruce Defendants access to such Unremediated Unit and (ii) the Black Spruce Defendants prove by clear and convincing evidence that the tenant's refusal to grant access precluded them from completing one or more remediation obligations by the deadline specified in Exhibit B despite their best efforts to do so, in which case the obligation of the Black Spruce Defendants to use their best efforts to complete such remediation as soon as possible shall continue until such remediation has been completed.

23. On a weekly basis until all of the remediation required by this Agreement has been completed, the Black Spruce Defendants shall provide FHJC with a report (a) describing in

reasonable detail the aspects of the required remediation that were completed during the prior week, and (b) containing measurements and photographs (including but not limited to photographs of measurements) sufficient to demonstrate that all required remediation was completed in accordance with Exhibits B and D. Such reports shall not be provided more frequently than once per week, and no Unremediated Unit and no Unremediated Common Area element shall be deemed remediated until the date that photos sufficient to demonstrate that the remediation of such Unremediated Unit and Unremediated Common Area element have been transmitted by the Black Spruce Defendants to FHJC. FHJC shall maintain the confidentiality of such report at all times except with respect to its attorneys and experts and except in connection with any action, proceeding, or motion to enforce this Agreement.

24. If FHJC has a reasonable basis to assert that such photographs are not sufficient to demonstrate that such remediation was completed in accordance with Exhibits B and D, FHJC may, within (but only within) fourteen (14) days of the receipt of such photographs, request reasonable additional information (including without limitation different measurements and/or photographs), and the Black Spruce Defendants shall comply with any such reasonable request within fourteen (14) days. If such fourteen-day period shall extend beyond any deadline set forth in Exhibits B or D, then such deadline (but only such deadline) shall be extended by the number of days it took FHJC to request additional information after the Black Spruce Defendants provided FHJC with the report required by Paragraph 23 and by any extension that may apply pursuant to Paragraph 22(b) above.

25. All of the costs directly or indirectly associated with remediating the Unremediated Units and/or the Unremediated Common Areas shall be borne by the Black Spruce Defendants;

provided, however, that FHJC shall bear all of the costs it incurs in connection with any review and/or inspections of remediation it performs of the ACB.

26. The Black Spruce Defendants acknowledge that in the event of a breach of any of the remediation requirements of this Agreement, FHJC is likely to sustain damages that are not readily quantifiable. The Black Spruce Defendants therefore agree that liquidated damages are appropriate and that the Black Spruce Defendants shall pay FHJC liquidated damages in the amount of ten thousand dollars (\$10,000.00) per day for each Unremediated Unit that has not been fully remediated by November 15, 2023 and ten thousand dollars (\$10,000.00) per day for each line item in Exhibit D hereto that has not been fully remediated by the deadlines set forth in Exhibit D, except to the extent that a deadline to complete an Unremediated Unit or an element of the Unremediated Common Areas has been extended per Paragraph 21, 22(a), 22(b), or 24 above.

27. The sale or transfer, in whole or in part, of an ownership interest in the ACB by any of the Black Spruce Defendants shall not affect the obligation of the Black Spruce Defendants to complete the remediation of the ACB required by this Agreement. Should any of the Black Spruce Defendants wish to sell or transfer any ownership interest in the ACB prior to the completion of the remediation required by this Agreement, the Black Spruce Defendants shall provide written notice to each buyer or transferee that the Black Spruce Defendants are required to complete the remediation required by this Agreement, and the Black Spruce Defendants shall either (i) complete all required remediation prior to the sale or transfer, or (ii) obtain written consent of the buyer(s)/transferee(s) to allow the Black Spruce Defendants to complete the remediation required by this Agreement after the sale/transfer, or (iii) cause the buyer/transferees to assume the obligations of the Black Spruce Defendants set forth in this

Agreement, in which case the Black Spruce Defendants shall nevertheless remain jointly and severally liable for the completion of all remediation required by this Agreement.

SECTION V: FAIR HOUSING COMPLIANCE

28. Defendants agree to comply with 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 Administrative Code § 8-107 *et seq.*; provided, however, for the avoidance of doubt, that this provision does not require any Defendant to comply with the New York State Human Rights Law outside of New York State or with the New York City Human Rights Law outside of New York City or with the Fair Housing Act outside of the United States, nor does it otherwise require any Defendant to do more than what is required under applicable law.

29. Defendants shall refrain from retaliating against FHJC or its employees or agents.

SECTION VIII: RELEASES

30. In exchange for adequate consideration, as set forth herein, FHJC, on behalf of itself and its directors, officers, employees, testers, parents, subsidiaries, affiliated entities, successors, assigns, agents, trustees, insurers, owners, and attorneys, fully and forever releases, acquits, and discharges with prejudice, subject to the terms of this Agreement, Defendants, and each of their respective joint venturers, joint venture partners, direct and indirect parent companies, direct and indirect subsidiary companies, beneficial owners or indirect beneficial owners, affiliated entities, equityholders or indirect equityholders, lenders, insurers, reinsurers, members, directors, officers, employees, successors, assigns, agents, trustees, attorneys, principals, partners, directors, employees, agents, representatives, officers, heirs, assigns, and successors in interest, from any and all liability, claims, or rights of action, of any kind or nature

whatsoever that involve, arise from, or relate to the allegations set forth or described in the Third Amended Complaint and/or Answers filed in the Action, and/or that could have been raised in the Action relating to the ACB, whether known or unknown, including all claims for reasonable attorneys' fees and costs; provided however, that the claims being released do not include any claims to enforce any provision of this Agreement.

31. Each Defendant, on its own behalf and on behalf of its joint venturers, joint venture partners, direct and indirect parent companies, direct and indirect subsidiary companies, beneficial owners or indirect beneficial owners, affiliated entities, equityholders or indirect equityholders, lenders, insurers, and reinsurers, members, directors, officers, employees, successors, assigns, agents, trustees, and attorneys, principals, partners, directors, employees, agents, representatives, officers, attorneys, heirs, assigns, and successors in interest, fully and forever releases, acquits, and forever discharges with prejudice FHJC and each other Defendant, together with its directors, officers, employees, testers, parents, subsidiaries, affiliated entities, successors, assigns, agents, trustees, insurers, owners, and attorneys, together with each of their respective joint venturers, joint venture partners, direct and indirect parent companies, direct and indirect subsidiary companies, beneficial owners or indirect beneficial owners, affiliated entities, equityholders or indirect equityholders, lenders, insurers, and reinsurers, members, directors, officers, employees, successors, assigns, agents, trustees, and attorneys, principals, partners, directors, employees, agents, representatives, officers, attorneys, heirs, assigns, and successors in interest, from any and all liability, claims, crossclaims, third-party claims, or rights of action, of any kind or nature that involve, arise from, or relate to the allegations set forth or described in the Action and/or that could have been raised in the Action relating to the ACB, whether known or

unknown, including all claims for reasonable attorneys' fees and costs; provided however, that the claims being released do not include any claims to enforce any provision of this Agreement.

32. Within five (5) days after the payment required by Paragraph 13 above is made, counsel for the Parties shall execute, and counsel for FHJC shall file in the action, the Stipulation and Order of Dismissal that is attached hereto as Exhibit E.

SECTION IX: CONTINUING JURISDICTION AND DISPUTE RESOLUTION

33. The Court shall retain jurisdiction to enforce the terms of this Agreement for a period of one year after the Effective Date. Expressly excluded from this retention of jurisdiction over this Agreement are any actions or motions against the JDS Defendants, with the sole exception of actions or motions arising from a breach of the JDS Defendants' obligations under Section III of this Agreement.

34. In the event of any breach of this Agreement, there shall be no cure period; provided, however, that the Parties shall endeavor in good faith to informally resolve any differences regarding the interpretation of and compliance with this Agreement prior to seeking judicial relief.

35. If FHJC prevails in any action or on any motion to enforce this Agreement before the Court or any other court, FHJC shall be entitled to recover from the affected Defendant(s) all attorneys' fees and costs reasonably incurred in connection with such action or motion.

SECTION X: MISCELLANEOUS

36. Any notice, demand, request, waiver, or other communication under this Agreement shall be in writing (including facsimile, email, or other similar electronic writing) and shall be transmitted by email as follows:

If to FHJC, to:

egrossman@fairhousingjustice.org;
mwang@chwllp.com;
echecker@chwllp.com; and
areiter@chwllp.com

If to the JDS Defendants, to:

njayadeva@jdsdevelopment.com; and
hgrabow@jdsdevelopment.com

If to the Black Spruce Defendants, to:

amehlman@herrick.com; and
pfrederick@herrick.com

Any party may change its designated recipients by providing written notification to the individuals listed above.

37. This Agreement constitutes the entire agreement between and among the Parties hereto as to the subject matter of this Agreement and supersedes all prior agreements and understandings, written or oral, with respect thereto; provided, however, that all Paragraphs of the Underlying Agreement except Paragraphs 21 through 36 shall survive and shall continue to be in full force and effect.

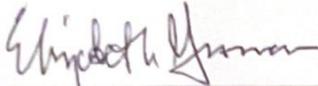
38. Any amendment to, or waiver of, this Agreement must be agreed to in writing by each affected Party. No waiver by any Party hereto of any breach by any other Party hereto of any provision of this Agreement to be performed by such other Party shall be deemed a waiver of a similar or any other breach or provision at the same or at any prior or subsequent time.

39. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine).

40. This Agreement may be executed in one or more counterparts (including by electronic transmission), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Signatures by facsimile, pdf, or other electronic imaging shall be deemed to constitute original signatures.

AGREED TO BY THE PARTIES:

FOR FAIR HOUSING JUSTICE CENTER, INC., *Plaintiff:*



By: Elizabeth Grossman
Title Executive Director/General Counsel
Date: 11/2/23

FOR JDS DEVELOPMENT LLC, *Defendant:*

By:
Title
Date:

FOR 616 FIRST AVENUE LLC, *Defendant:*

By:
Title
Date:

40. This Agreement may be executed in one or more counterparts (including by electronic transmission), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Signatures by facsimile, pdf, or other electronic imaging shall be deemed to constitute original signatures.

AGREED TO BY THE PARTIES:

FOR FAIR HOUSING JUSTICE CENTER, INC., *Plaintiff*:

By:
Title
Date:

FOR JDS DEVELOPMENT LLC, *Defendant*:



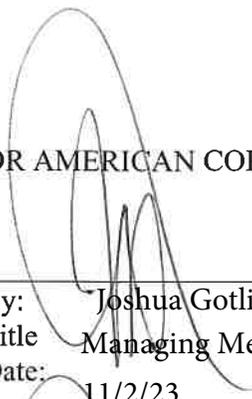
By: Michael Stern
Title Authorized Signatory
Date: 11/9/23

FOR 616 FIRST AVENUE LLC, *Defendant*:



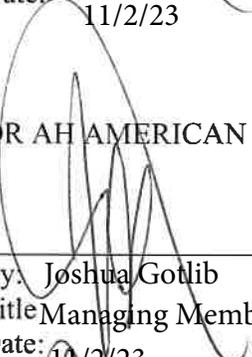
By: Michael Stern
Title Authorized Signatory
Date: 11/9/23

FOR AMERICAN COPPER BUILDING LLC, *Defendant*:



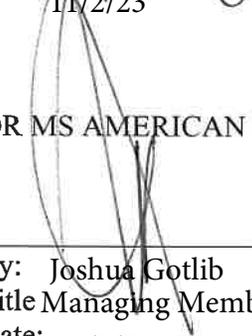
By: Joshua Gotlib
Title Managing Member
Date: 11/2/23

FOR AH AMERICAN COPPER LLC, *Defendant*:



By: Joshua Gotlib
Title Managing Member
Date: 11/2/23

FOR MS AMERICAN COPPER LLC, *Defendant*:



By: Joshua Gotlib
Title Managing Member
Date: 11/2/23

IT IS SO ORDERED:



Hon. Analisa Torres, U.S.D.J.
Date: November 14, 2023
New York, New York

EXHIBIT A

Remediated Units	
1	E.03A
2	E.03B
3	E.03C
4	E.03D
5	E.03E
6	E.03F
7	E.03G
8	E.03H
9	E.03J
10	E.04A
11	E.04C
12	E.04D
13	E.04E
14	E.04F
15	E.04G
16	E.04H
17	E.04J
18	E.05A
19	E.05B
20	E.05C
21	E.05D
22	E.05E
23	E.05F
24	E.05G
25	E.05H
26	E.05J
27	E.06A
28	E.06B
29	E.06C
30	E.06E
31	E.06F
32	E.06G
33	E.06J
34	E.07A
35	E.07B
36	E.07C
37	E.07D
38	E.07F
39	E.07G
40	E.07H
41	E.07J
42	E.08A
43	E.08B

44	E.08C
45	E.08D
46	E.08E
47	E.08F
48	E.08G
49	E.08H
50	E.08J
51	E.09A
52	E.09B
53	E.09C
54	E.09D
55	E.09E
56	E.09F
57	E.09H
58	E.09J
59	E.10A
60	E.10B
61	E.10C
62	E.10D
63	E.10E
64	E.10F
65	E.10J
66	E.11A
67	E.11B
68	E.11C
69	E.11D
70	E.11E
71	E.11F
72	E.11G
73	E.11H
74	E.11J
75	E.12A
76	E.12B
77	E.12C
78	E.12D
79	E.12E
80	E.12F
81	E.12G
82	E.12H
83	E.12J
84	E.14A
85	E.14B
86	E.14C
87	E.14D
88	E.14E

89	E.14F
90	E.14G
91	E.14H
92	E.14J
93	E.15A
94	E.15B
95	E.15C
96	E.15D
97	E.15E
98	E.15F
99	E.15G
100	E.15H
101	E.15J
102	E.16A
103	E.16B
104	E.16C
105	E.16D
106	E.16G
107	E.16H
108	E.17A
109	E.17C
110	E.17D
111	E.17E
112	E.17H
113	E.17J
114	E.18A
115	E.18B
116	E.18C
117	E.18D
118	E.18E
119	E.18F
120	E.18H
121	E.18J
122	E.19A
123	E.19B
124	E.19C
125	E.19D
126	E.19E
127	E.19F
128	E.19G
129	E.19H
130	E.19J
131	E.20A
132	E.20B
133	E.20C

134	E.20D
135	E.20E
136	E.20F
137	E.20H
138	E.21A
139	E.21B
140	E.21C
141	E.21D
142	E.21E
143	E.21F
144	E.21G
145	E.21H
146	E.21J
147	E.22A
148	E.22B
149	E.22C
150	E.22D
151	E.22E
152	E.22F
153	E.22G
154	E.22H
155	E.22J
156	E.23A
157	E.23B
158	E.23C
159	E.23D
160	E.23G
161	E.23H
162	E.23J
163	E.24B
164	E.24C
165	E.24E
166	E.24G
167	E.24H
168	E.25B
169	E.25C
170	E.25D
171	E.25E
172	E.25F
173	E.25G
174	E.25H
175	E.25J
176	E.26A
177	E.26C
178	E.26D

179	E.26E
180	E.26F
181	E.26G
182	E.26H
183	E.26J
184	E.27A
185	E.27B
186	E.27C
187	E.28A
188	E.28B
189	E.28C
190	E.28D
191	E.28E
192	E.28F
193	E.29A
194	E.29B
195	E.29C
196	E.29D
197	E.30A
198	E.30B
199	E.30D
200	E.30E
201	E.30F
202	E.30H
203	E.31B
204	E.31C
205	E.31E
206	E.31F
207	E.31G
208	E.31H
209	E.32A
210	E.32B
211	E.32C
212	E.32D
213	E.32E
214	E.32F
215	E.32G
216	E.32H
217	E.33A
218	E.33B
219	E.33C
220	E.33F
221	E.33G
222	E.33H
223	E.34A

224	E.34B
225	E.34C
226	E.34D
227	E.34E
228	E.34F
229	E.34G
230	E.34H
231	E.35A
232	E.35D
233	E.35E
234	E.35F
235	E.35G
236	E.35H
237	E.36A
238	E.36B
239	E.36C
240	E.36E
241	E.36F
242	E.36G
243	E.36H
244	E.37A
245	E.37C
246	E.37E
247	E.37F
248	E.37G
249	E.37H
250	E.38A
251	E.38B
252	E.38C
253	E.38D
254	E.38E
255	E.38F
256	E.38G
257	E.38H
258	E.39A
259	E.39B
260	E.39C
261	E.39D
262	E.39E
263	E.39F
264	E.39G
265	E.40B
266	E.40D
267	E.40E
268	E.40F

269	E.40G
270	E.41A
271	E.41B
272	E.41C
273	E.41D
274	E.41E
275	E.41F
276	W.03A
277	W.03C
278	W.03E
279	W.03F
280	W.03G
281	W.04A
282	W.04B
283	W.04C
284	W.04E
285	W.04G
286	W.05A
287	W.05B
288	W.05C
289	W.05D
290	W.05E
291	W.05F
292	W.05G
293	W.06A
294	W.06B
295	W.06C
296	W.06D
297	W.06E
298	W.06F
299	W.06G
300	W.07B
301	W.07C
302	W.07D
303	W.07G
304	W.07H
305	W.08A
306	W.08B
307	W.08C
308	W.08D
309	W.08E
310	W.08G
311	W.09B
312	W.09C
313	W.09D

314	W.09E
315	W.10A
316	W.10B
317	W.10C
318	W.10D
319	W.10E
320	W.10F
321	W.10G
322	W.10H
323	W.10J
324	W.10K
325	W.10L
326	W.10N
327	W.11B
328	W.11C
329	W.11D
330	W.11E
331	W.11F
332	W.11G
333	W.11H
334	W.11L
335	W.11M
336	W.11N
337	W.12B
338	W.12C
339	W.12D
340	W.12E
341	W.12F
342	W.12G
343	W.12H
344	W.12J
345	W.12K
346	W.12L
347	W.12N
348	W.14A
349	W.14B
350	W.14C
351	W.14D
352	W.14E
353	W.14F
354	W.14G
355	W.14H
356	W.14J
357	W.14K
358	W.14L

359	W.15A
360	W.15B
361	W.15C
362	W.15E
363	W.15G
364	W.15H
365	W.15J
366	W.15K
367	W.15M
368	W.16B
369	W.16C
370	W.16D
371	W.16E
372	W.16F
373	W.16G
374	W.16H
375	W.16J
376	W.16L
377	W.16N
378	W.17A
379	W.17B
380	W.17C
381	W.17D
382	W.17E
383	W.17F
384	W.17G
385	W.17H
386	W.17J
387	W.17L
388	W.17N
389	W.18A
390	W.18B
391	W.18C
392	W.18D
393	W.18E
394	W.18F
395	W.18G
396	W.18J
397	W.18K
398	W.18L
399	W.18M
400	W.19A
401	W.19B
402	W.19C
403	W.19D

404	W.19E
405	W.19G
406	W.19H
407	W.19J
408	W.19L
409	W.19M
410	W.19N
411	W.20A
412	W.20B
413	W.20E
414	W.20F
415	W.20G
416	W.20H
417	W.20J
418	W.20L
419	W.21B
420	W.21C
421	W.21D
422	W.21E
423	W.21F
424	W.21G
425	W.21H
426	W.21J
427	W.21K
428	W.21L
429	W.21M
430	W.21N
431	W.22B
432	W.22D
433	W.22F
434	W.22H
435	W.22J
436	W.22K
437	W.22L
438	W.22N
439	W.23A
440	W.23B
441	W.23C
442	W.23E
443	W.23F
444	W.23G
445	W.23H
446	W.23J
447	W.23K
448	W.23L

449	W.23M
450	W.24B
451	W.24C
452	W.24D
453	W.24F
454	W.24G
455	W.24K
456	W.24L
457	W.24M
458	W.25A
459	W.25B
460	W.25C
461	W.25D
462	W.25H
463	W.25K
464	W.25M
465	W.26B
466	W.26C
467	W.26D
468	W.26G
469	W.26H
470	W.26K
471	W.27A
472	W.27D
473	W.30A
474	W.30B
475	W.30E
476	W.30F
477	W.30G
478	W.30K
479	W.30L
480	W.31A
481	W.31B
482	W.31C
483	W.31E
484	W.31F
485	W.31H
486	W.31J
487	W.32B
488	W.32C
489	W.32D
490	W.32E
491	W.32H
492	W.32L
493	W.33D

494	W.33G
495	W.33H
496	W.33J
497	W.33L
498	W.34B
499	W.34C
500	W.34D
501	W.34F
502	W.34H
503	W.34K
504	W.34L
505	W.35A
506	W.35C
507	W.35E
508	W.35F
509	W.35H
510	W.35J
511	W.35L
512	W.36A
513	W.36B
514	W.36C
515	W.36D
516	W.36E
517	W.36F
518	W.36K
519	W.36L
520	W.37B
521	W.37C
522	W.37F
523	W.37J
524	W.38A
525	W.38B
526	W.38C
527	W.38D
528	W.38E
529	W.38F
530	W.38H
531	W.38J
532	W.38K
533	W.38L
534	W.39A
535	W.39D
536	W.39G
537	W.39H
538	W.39J

539	W.40A
540	W.40B
541	W.40D
542	W.40E
543	W.40F
544	W.40G
545	W.40H
546	W.41A
547	W.41B
548	W.41D
549	W.41E
550	W.41G
551	W.41H
552	W.41K
553	W.42A
554	W.42B
555	W.42C
556	W.42D
557	W.42E
558	W.42F
559	W.42G
560	W.42H
561	W.42K
562	W.43A
563	W.43C
564	W.43D
565	W.43E
566	W.43F
567	W.43G
568	W.43H
569	W.43L
570	W.44A
571	W.44D
572	W.44E
573	W.44F
574	W.44G
575	W.44K
576	W.44L
577	W.45A
578	W.45C
579	W.45D
580	W.45E
581	W.45F
582	W.45G
583	W.45H

584	W.45J
585	W.46B
586	W.46E
587	W.46F
588	W.46J
589	W.46K
590	W.47C
591	W.47D
592	W.48A
593	W.48B

EXHIBIT B

**Unremediated Units:
To Be Completed By
November 15, 2023**

1	E.04B
2	E.06D
3	E.06H
4	E.07E
5	E.09G
6	E.10G
7	E.10H
8	E.16E
9	E.16F
10	E.16J
11	E.17B
12	E.17F
13	E.17G
14	E.18G
15	E.20G
16	E.20J
17	E.23E
18	E.23F
19	E.24A
20	E.24D
21	E.24F
22	E.24J
23	E.25A
24	E.26B
25	E.30C
26	E.30G
27	E.31A
28	E.31D
29	E.33D
30	E.33E
31	E.35B
32	E.35C
33	E.36D
34	E.37B
35	E.37D
36	E.40A
37	E.40C
38	W.03B
39	W.03D

40	W.04D
41	W.04F
42	W.07A
43	W.08F
44	W.09A
45	W.09F
46	W.09G
47	W.11A
48	W.11J
49	W.11K
50	W.12A
51	W.12M
52	W.14M
53	W.14N
54	W.15D
55	W.15F
56	W.15L
57	W.15N
58	W.16A
59	W.16K
60	W.16M
61	W.17K
62	W.17M
63	W.18H
64	W.18N
65	W.19F
66	W.19K
67	W.20C
68	W.20D
69	W.20K
70	W.20M
71	W.20N
72	W.21A
73	W.22A
74	W.22C
75	W.22E
76	W.22G
77	W.22M
78	W.23D
79	W.24A
80	W.24E
81	W.24H

82	W.24J
83	W.25E
84	W.25F
85	W.25G
86	W.25J
87	W.25L
88	W.26A
89	W.26E
90	W.26F
91	W.26J
92	W.26L
93	W.26M
94	W.27B
95	W.27C
96	W.27E
97	W.30C
98	W.30D
99	W.30H
100	W.30J
101	W.31D
102	W.31G
103	W.31K
104	W.31L
105	W.32A
106	W.32F
107	W.32G
108	W.32J
109	W.32K
110	W.33A
111	W.33B
112	W.33C
113	W.33E
114	W.33F
115	W.33K
116	W.34A
117	W.34E
118	W.34G
119	W.34J
120	W.35B
121	W.35D
122	W.35G
123	W.35K
124	W.36G

125	W.36H
126	W.36J
127	W.37A
128	W.37D
129	W.37E
130	W.37G
131	W.37H
132	W.37K
133	W.37L
134	W.38G
135	W.39B
136	W.39C
137	W.39E
138	W.39F
139	W.39K
140	W.39L
141	W.40C
142	W.40J
143	W.40K
144	W.40L
145	W.41C
146	W.41F
147	W.41J
148	W.41L
149	W.42J
150	W.42L
151	W.43B
152	W.43J
153	W.43K
154	W.44B
155	W.44C
156	W.44H
157	W.44J
158	W.45B
159	W.45K
160	W.46A
161	W.46C
162	W.46D
163	W.46G
164	W.46H
165	W.47A
166	W.47B

EXHIBIT C

REMEDIATED COMMON AREAS			
Line	Element	Condition	Remediation Plan
1	West Tower: Cellar		
2	Laundry:		
3	Changes in level that are no more than 1/2" require a ramp, platform lift, or elevator.	The accessible route to the dog wash is blocked by a 6 1/4" step.	Place the replacement accessible dog wash on an accessible route and where the controls are within reach.
4	West Tower: 28th Level: Steam		
5	The hand-held shower spray must be usable as a fixed showerhead or as a handheld. When fixed, it must be within reach. A forward reach is required. Therefore, the gripping surface must be within 48" of the floor.	At the rinsing shower, the handheld is 55" above the floor.	Lower the mounting pin so that the handheld handle is 48" above the floor.
6	West Tower: 28th Level: Women's Room:		
7	Objects may not protrude into the circulation path by more than 4" if the underside is more than 27" but less than 80" above the floor.	The underside of the hand dryer is about 40" above the floor and protrudes about 8" into the circulation path.	Permanently remove hand dryer and maintain adequate supply of paper towels.
8	Where mirrors are provided, at least one shall have the bottom of the reflective edge within 40" of the floor.	The reflective surface of the mirror is mounted 42" above the floor.	Move the mirror so that the bottom of the reflective surface is mounted no higher than 40" above the floor.
9	Pipes under the lavatory or sink must be insulated to protect a person from burns and from sharp or abrasive edges.	The pipes under the accessible lavatory are not insulated.	Insulate the pipes under the lavatory.

10	The accessible shower must be a transfer-type that is exactly 36" by 36", roll-in type that is at least 30" deep by at least 60" wide, or an alternate roll-in type that is exactly 36" deep by at least 60" wide.	The shower is 35 1/4" wide.	Remove glass enclosure to convert to a standard roll-in shower.
11	This shower is the alternate roll-in type. The entrance must be at least 36" wide.	The shower entrance is only 35" wide.	Relocate the front wall 36" from the rear wall and widen the door clear opening to 36".
12	West Tower: 28th Level: Men's Room:		
13	Where mirrors are provided, at least one shall have the bottom of the reflective edge within 40" of the floor.	The reflective surface of the mirror is mounted 41 1/4" above the floor.	Move the mirror so that the bottom of the reflective surface is no higher than 40" above the floor.
14	For the faucet to be within reach, its controls cannot be beyond the front edge of the toe space. The front edge of the toe space is no more than 9" in beyond the front of the knee space 27" above the floor.	The clear floor space extends 19 1/2" from the apron. The faucet controls are 22" from the apron. Therefore, faucet controls are 2 1/2" beyond the toe space.	Install a faucet with controls within 19 1/2" of the apron. Or, replace the lavatory with a model that permits the knee space to be 13" deep and the toe space to be 22" deep.
15	Pipes under the lavatory or sink must be insulated to protect a person from burns and from sharp or abrasive edges.	The pipes under the accessible lavatory are not insulated.	Insulate the pipes under the lavatory.
16	The accessible shower must be a transfer-type that is exactly 36" by 36", roll-in type that is at least 30" deep by at least 60" wide, or an alternate roll-in type that is exactly 36" deep by at least 60" wide.	The shower is 34" wide.	Remove glass enclosure to convert to a standard roll-in shower.

17	This shower is the alternate roll-in type. The entrance must be at least 36" wide.	The shower entrance is only 35" wide.	Remove glass enclosure to convert to a standard roll-in shower.
18	The outlet of the toilet paper dispenser must be between 24" and 42" from the rear wall.	The near side is only 20 1/2" from the rear wall.	Move the toilet paper dispenser so that its outlet is at least 24" from the rear wall.
19	Skybridge: 28th Level: Pool:		
20	Interior and exterior signs identifying permanent rooms and spaces must have a matte finish. The characters and symbols must contrast with the background.	The characters are mounted on a glass door. Glare significantly reduces the contrast between the white characters and clear background.	Add a supplemental sign or replace with accessible signage.

EXHIBIT D

Unremediated Common Areas

Line	Element	Condition	Remediation Plan	Deadline for
1	Common Use, General:			
2	The characters on signs that provide direction to or information about functional spaces must contrast with the background, either light on dark or dark on light. The sign must have a matte finish.	The directional signage does not provide the light on dark or dark on light contrast between the characters and background.	Replace with accessible signage or add supplementary accessible signage.	3/9/24
3	Interior and exterior signs identifying permanent rooms and spaces must have raised characters that are in upper case and are 5/8" to 2" tall. The message must be repeated in braille. The signs must have a matte finish. The characters must contrast with the background. The baseline of the characters and braille must be between 48" and 60" above the floor.	The vinyl signs do not have any accessible features.	Replace with accessible signage or add supplementary accessible signage.	3/9/24
4	Common use interior doors, that are required for passage and that are not considered fire doors, must be openable with no more than 5-pounds force.	Doors with closers require 7 to 15 pounds force to operate.	Adjust all door closers so that they require less than 5 lbs. of force.	12/15/23
5	Trash Rooms:			

6	The control for the trash chute intake door must be operable with no more than 5-pounds force.	The trash chute doors require more than 5-pounds force to operate.	Replace the trash chute intake door on every other floor with a door that is operable with no more than 5-pounds force. In that the door opening forces change with significant temperature changes, the opening forces will be checked seasonally.	3/9/24
7	Ground Floor Plaza:			
8	At least 5% of the seating or standing spaces must be accessible wheelchair spaces. Wheelchair spaces must be dispersed.	There is no accessible seating.	Add two accessible tables that provide compliant clear floor space and knee space.	12/15/23
9	Parking:			
10	Parking is provided. Although it is valet parking, accessible parking must be provided.	There is no accessible parking.	Add two accessible parking spots,	12/15/23
11	A 36"-wide portion of the service counter must be no higher than 36".	The entire parking attendant window is 46" above the floor.	Add a sign with the phone number for the line into the attendant's office for anyone who needs to get the attention of the attendant.	12/15/23

12	Slope of curb ramp cannot exceed 8.33%.	The curb ramp to the West Tower entrance has a slope of 11%.	Provide a compliant curb ramp and landing. Black Spruce will provide shop drawings to Plaintiff in advance of remediation so that Plaintiff can confirm that the proposed remediation plan is compliant.	12/15/23
13	Maneuvering space at the door cannot slope more than 2%.	The maneuvering space at the East Tower entrance has a slope of 6.6%.	Provide a compliant curb ramp and landing. Black Spruce will provide shop drawings to Plaintiff in advance of remediation so that Plaintiff can confirm that the proposed remediation plan is compliant.	12/15/23
14	The pull side of the door requires a forward approach. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	The maneuvering space at the East Tower entrance extends only about 1 1/2" beside the latch side of the door.	Provide a compliant curb ramp and landing. Black Spruce will provide shop drawings to Plaintiff in advance of remediation so that Plaintiff can confirm that the proposed remediation plan is compliant.	12/15/23
15	West Tower: Cellar: Laundry:			
16	Laundry:			
17	There are common use tables. Knee space underneath must be at least 27" high.	The knee space under the folding table is blocked by a shelf.	Place the replacement accessible dog wash on an accessible route and where the controls are within reach.	12/15/23

18	Operable parts that are required to be accessible must have a level 30" by 48" clear floor space.	The clear floor space for the dog wash is only 22" wide.	Place the replacement accessible dog wash on an accessible route and where the controls are within reach.	12/15/23
19	The common use sink faucet must be within reach. A side reach over a countertop is required. For the operable parts to be within reach the countertop cannot be taller than 34" or the operable parts cannot be more than 10" from the front edge of the counter.	The top of the dog wash sink is 36" above the floor. The controls are 30" from the front edge and about 45" high.	Place the replacement accessible dog wash on an accessible route and where the controls are within reach.	12/15/23
20	Bicycle Storage:			
21	Where interior and exterior signs identifying permanent rooms and spaces are provided, the baseline of tactile characters on Interior and exterior signs identifying permanent rooms and spaces must be between 48" and 60" above the floor.	The baselines of the uppermost characters are 61 1/4" above the floor.	Lower the sign so that the baseline of all characters are between 48" and 60" above the floor.	3/9/24
22	West Tower: 1st Level:			
23	Accessible route must be at least 36" wide.	The accessible route between the mailboxes narrows to 28 3/4".	Black Spruce will implement an agreed-upon alternative plan, unless the parties agree no plan is feasible.	Within 30 days of receiving USPS approval or 3/9/24, whichever is later.
24	West Tower: 1st Level Toilet Room:			

25	The characters on interior and exterior signs identifying permanent rooms and spaces must contrast with the background, either light on dark or dark on light.	The sign does not provide the light on dark or dark on light contrast between the characters and background. The characters are bronze and the background is a dark wood.	Replace with accessible signage or add supplementary accessible signage.	3/9/24
26	The room identification sign may be mounted on the push side of the door. If the door has a closer, and does not have a hold open device. Otherwise, the room identification sign must be mounted on the wall adjacent to the latch side of the door.	The sign is mounted on the pull side of the door.	Replace with accessible signage or add supplementary accessible signage.	3/9/24
27	The door hardware must be operable without tight grasping, tight pinching, or twisting of the wrist.	The toilet room door has a lock that requires tight grasping and twisting to operate.	Replace with or provide a locking mechanism that does not require grasping and twisting to operate.	12/15/23
28	Operable parts must be between 15" and 48" above the floor.	The soap dispenser is 53 1/2" above the floor.	Move or replace the soap dispenser so that it is no higher than 48" above the floor.	12/15/23
29	Where mirrors are provided, at least one shall have the bottom of the reflective edge within 40" of the floor.	The reflective surface of the mirror is mounted 43 1/4" above the floor.	Move the mirror so that the bottom of the reflective surface is no higher than 40" above the floor.	12/15/23

30	Lavatory knee space must extend at least 8" under the lavatory for a height of at least 27".	The lavatory knee space is only about 24 1/2" high at the apron.	Replace the lavatory with one that provides compliant knee space and has a counter surface and rim no higher than 34". Insulate exposed pipes.	12/15/23
31	Grab bars must be on the rear wall and on the sidewall nearest the toilet.	There is no grab bar on the rear wall.	Add a grab bar on the rear wall and removing the toilet seat cover.	12/15/23
32	The top of the gripping surface of the grab bar must be 33" to 36" above the floor.	The top is 39 1/4" above the floor.	Install grab bar so that the top of the gripping surface is no higher than 36" above the floor (and no less than 33" above the floor).	12/15/23
33	The sidewall grab bar at the toilet must be at least 42" long, must be within 12" of the rear wall, and must extend at least 54" from the rear wall.	It is only 36" long. The front end of the grab bar is only 44 1/2" from the rear wall.	The existing grab bar may be used on the rear wall. Install a new grab bar that is at least 42" long with the front edge 54" from the rear wall.	12/15/23
34	Centerline of toilet must be 16" to 18" from sidewall.	The toilet centerline is 19 1/4" from the sidewall.	Move the toilet so that so that the toilet centerline is between 16" and 18" from the sidewall.	12/15/23
35	East Tower: 1st Level:			
36	At each accessible entrance to a building, at least one door shall be accessible.	The accessible entrance was locked during my survey.	Ensure management keeps this door unlocked.	12/15/23

37	Accessible route must be at least 36" wide.	The accessible route between the mailboxes narrows to 31" to 32".	Black Spruce will make accessible route compliant.	Within 30 days of receiving USPS approval or 3/9/24, whichever is later.
38	East Tower: 1st Level Toilet Room:			
39	The characters on interior and exterior signs identifying permanent rooms and spaces must contrast with the background, either light on dark or dark on light.	The sign does not provide the light on dark or dark on light contrast between the characters and background. The characters are bronze and the background is a dark wood.	Replace with accessible signage or add supplementary accessible signate.	3/9/24
40	The room identification sign may be mounted on the push side of the door. If the door has a closer, and does not have a hold open device. Otherwise, the room identification sign must be mounted on the wall adjacent to the latch side of the door.	The sign is mounted on the pull side of the door.	Provide an accessible toilet room sign on the wall to the latch side of the door.	3/9/24
41	The door hardware must be operable without tight grasping, tight pinching, or twisting of the wrist.	The toilet room door has a lock that requires tight grasping and twisting to operate.	Replace with or provide a locking mechanism that does not require tight grasping and twisting to operate.	12/15/23

42	At least 5% of the hooks must be within reach. It must be within 48" of the floor.	The top of the clothes hook is 70 1/2" above the floor.	Move or install new hook so that the top of the hook is no Higher than 48" above the floor.	12/15/23
43	Where mirrors are provided, at least one shall have the bottom of the reflective edge within 40" of the floor.	The reflective surface of the mirror is mounted 41" above the floor.	Move the mirror so that the bottom of the reflective surface is no higher than 40" above the floor.	12/15/23
44	Lavatory knee space must extend at least 8" under the lavatory for a height of at least 27".	The lavatory knee space is only about 24 1/2" high at the apron.	Replace the lavatory with one that provides compliant knee space and has a counter surface and rim no higher than 34". Insulate exposed pipes.	12/15/23
45	There must be 1 1/2" of clear space behind and below the rear grab bar. There must be 12" of clear space above and nothing may interfere with the space in front of the grab bar.	Use of the grab bar is blocked by the toilet seat cover.	Remove the toilet seat cover.	12/15/23
46	Clear floor space at the toilet must be at least 60" wide and 56" deep. The lavatory may not overhang this space.	The lavatory reduces the toilet clear floor space to only 50 1/2" wide.	Move the lavatory farther from the toilet.	12/15/23
47	Centerline of toilet must be 16" to 18" from sidewall.	The toilet centerline is 18 1/2" from the sidewall.	Move the toilet such that the toilet centerline is between 16" and 18" from the sidewall.	12/15/23

48	Toilet seat must be 17" to 19" above the floor.	The toilet seat is 19 1/4" high.	Remove the toilet seat cover.	12/15/23
49	The outlet of the toilet paper dispenser must be between 24" and 42" from the rear wall.	The near side is 20 1/2" from the rear wall.	Move the toilet paper dispenser so that it is at least 24" from the rear wall.	12/15/23
50	West Tower: 28th Level:			
51	The top of the threshold cannot be more than 1/2" above the landing on both sides. If it is taller than 1/4", it must be beveled 1:2.	At the elevator lobby, the top is 3/4" above the landing.	Re-install or modify the threshold so that it no taller than 1/2".	12/15/23
52	West Tower: 28th Level: Steam Room:			
53	The hand-held shower spray must have an on/off control with a non-positive shut-off.	The hand-held shower spray does not have an on/off control.	Replace with a compliant showerhead fixture.	12/15/23
54	West Tower: 28th Level: Women's Room:			
55	Operable parts of the locker must be operable with one hand and without tight grasping, tight pinching, or twisting of the wrist.	The lock requires tight pinching to operate.	Replace with or provide a locking mechanism that does not require tight pinching to operate.	12/15/23
56	For the faucet to be within reach, its controls cannot be beyond the front edge of the toe space. The front edge of the toe space is no more than 9" in beyond the front of the knee space 27" above the floor.	The clear floor space extends 19 1/2" from the apron. The faucet controls are 22" from the apron. Therefore, faucet controls are 2 1/2" beyond the toe space.	Install a faucet with controls within 19 1/2" of the apron. Or, replace the lavatory with a model that permits the knee space to be 13" deep and the toe space to be 22" deep.	12/15/23

57	This shower is the alternate roll-in type. The seat must be on the front wall.	No seat is provided.	Remove glass enclosure to convert to a standard roll-in shower.	12/15/23
58	The hand-held shower spray must be usable as a fixed showerhead or as a handheld. When fixed, it must be within reach. A forward reach is required. Therefore, the gripping surface must be within 48" of the floor.	The handheld is 54 1/2".	Lower the mounting pin so that the handheld handle is 48" above the floor.	12/15/23
59	The hand-held shower spray must have an on/off control with a non-positive shut-off.	The hand-held shower spray does not have an on/off control.	Replace with a shower spray that has an on/off control.	12/15/23
60	The rear grab bar must be at least 36" long. It must extend from the toilet centerline to at least 12" in each direction.	The rear grab bar extends only 11" to the wall side of the toilet.	Move the grab bar such that it extends at least 12" in each direction from the toilet centerline.	12/15/23
61	West Tower: 28th Level: Men's Room:			
62	A 30" by 48" clear floor space must be provided beside the short end of the bench	Clear floor space is not provided at the short end of the bench.	Relocate the bench to where a 30" by 48" clear floor space is provided at the short end. Or, replace the bench with 42" bench and position it where a 30" by 48" clear floor space is provided at the short end.	12/15/23
63	Operable parts of the locker must be operable with one hand and without tight grasping, tight pinching, or twisting of the wrist.	The lock requires tight pinching to operate.	Replace with or provide a locking mechanism that does not require tight pinching, grasping or twisting to operate for 5% of the locks.	12/15/23

64	Lavatory knee space must extend at least 8" under the lavatory for a height of at least 27".	The lavatory knee space is only 26 1/2" high at the apron.	Raise the lavatory counter 1/2" or cut the apron to permit a 30"-wide knee space that is at least 27" high.	12/15/23
65	This shower is the alternate roll-in type. The seat must be on the front wall.	The handheld is 56" above the floor.	Lower the mounting pin so that the handheld handle is 48" above the floor.	12/15/23
66	The hand-held shower spray must be usable as a fixed showerhead or as a handheld. When fixed, it must be within reach. A forward reach is required. Therefore, the gripping surface must be within 48" of the floor.	The handheld is 56" above the floor.	Lower the mounting pin so that the handheld handle is 48" above the floor.	12/15/23
67	The hand-held shower spray must have an on/off control with a non-positive shut-off.	The hand-held shower spray does not have an on/off control.	Replace with a shower sprayer that has an on/off control.	12/15/23
68	The sidewall grab bar at the toilet must be at least 42" long, must be within 12" of the rear wall, and must extend at least 54" from the rear wall.	The grab bar is only 36" long. The front end is 47" from the rear wall.	Replace with a grab bar that extends at least 54" from the rear wall.	12/15/23
69	The rear grab bar must be at least 36" long. It must extend from the toilet centerline to at least 12" in each direction	The rear grab bar extends only 10 1/2" to the wall side of the toilet.	Move the grab bar so that it extends at least 12" in each direction from the toilet centerline.	12/15/23
60	Skybridge: 28th Level: Pool:			

80	Objects may not protrude into the circulation path by more than 4" if the underside is more than 27" but less than 80" above the floor.	On the angled columns, the light sconces project 8" into the circulation path and is below 80".	Add a small table under each of these sconces.	12/15/23
71	Operable parts must be operable with one hand and without tight grasping, tight pinching, or twisting of the wrist. It must be operable with no more than 5-pounds force.	The spa timer switch requires tight grasping and twisting.	Replace with an accessible spa timer that does not require twisting, grasping, or tight pinching.	3/9/24
72	The hand-held shower spray must be usable as a fixed showerhead or as a handheld. When fixed, it must be within reach. A forward reach is required. Therefore, the gripping surface must be within 48" of the floor.	At the rinsing shower, the handheld is 57" above the floor.	Lower the mounting pin so that the handheld handle is 48" above the floor.	12/15/23
73	The hand-held shower spray must have an on/off control with a non-positive shut-off.	The hand-held shower spray does not have an on/off control.	Replace with compliant showerhead fixture.	12/15/23
74	Skybridge: 29th Level: Lounge:			
75	Abrupt changes in level that exceed 1/4" must be beveled at 1:2. Abrupt changes that exceed 1/2" must slope no more than 8.33%.	The top of the expansion joint cover and matting is 3/4" to 1" above the finish floor. The edge conditions slope at about 30%.	Implement remediation described in Attachment 2 to this Exhibit.	12/15/23
76	Skybridge: 29th Level: Lounge: Toilet Room:			

77	The characters on interior and exterior signs identifying permanent rooms and spaces must contrast with the background, either light on dark or dark on light.	The sign does not provide the light on dark or dark on light contrast between the characters and background. The characters are bronze and the background is a dark wood.	Provide a compliant sign mounted on the wall to the latch side of the door.	3/9/24
78	The door hardware must be operable without tight grasping, tight pinching, or twisting of the wrist.	The door has a locking mechanism that requires pinching, tight grasping and twisting to operate.	Replace with a locking mechanism that does not require pinching, tight grasping, or twisting to operate.	12/15/23
79	At least 5% of the hooks must be within reach. It must be within 48" of the floor.	The top of the clothes hook is 61" above the floor.	Move the hook so that the top of it is no higher than 48" above the floor.	12/15/23
80	Lavatory knee space must extend at least 8" under the lavatory for a height of at least 27".	The lavatory knee space is only about 24 1/2" high at the apron.	Replace the lavatory with one that provides compliant knee space.	3/9/24
81	The rear grab bar must be at least 36" long. It must extend from the toilet centerline to at least 12" in each direction.	The rear grab bar extends only 11" to the wall side of the toilet.	Relocate the grab bar so that it extends 12" from the toilet centerline on the wall side and 24" from the centerline on the open side.	12/15/23
82	The sidewall grab bar at the toilet must be at least 42" long, must be within 12" of the rear wall, and must extend at least 54" from the rear wall.	It is 13" from the rear wall.	Reposition the grab bar so that it is within 12" of the rear wall and the front end is at least 54" from the rear wall.	12/15/23

83	Centerline of toilet must be 16" to 18" from sidewall.	The toilet centerline is 18 3/4" from the sidewall.	Move the toilet and lavatory so that the toilet centerline is between 16" and 18" from the sidewall.	3/9/24
84	The outlet of the toilet paper dispenser must be between 24" and 42" from the rear wall.	The near end of the toilet paper dispenser is 21 1/2" from the rear wall.	Move the toilet paper dispenser so that the near end of the dispenser is at least 24" from the rear wall.	12/15/23
85	East Tower: 29th Level: Toilet Room Outside Empire Studio:			
86	The room identification sign may be mounted on the push side of the door. If the door has a closer, and does not have a hold open device. Otherwise, the room identification sign must be mounted on the wall adjacent to the latch side of the door.	The sign is mounted on the pull side of the door.	Provide an accessible toilet room sign on the wall to the latch side of the door.	3/9/24
87	The pull side of the door requires a latch-side approach. The door has a closer. Therefore, the maneuvering space must be at least 54" deep and must extend at least 24" from the latch.	The maneuvering space at the door is only 41" deep.	Install an automatic door opener.	12/15/23
88	Common use interior doors, that are required for passage and that are not considered fire doors, must be openable with no more than 5-pounds force.	The door requires 15 pounds force.	Install an automatic door opener.	12/15/23
89	Doors with closers must take at least 3 seconds to move from a 70-degree position to a point 3" from the latch.	The door closes in 2 seconds.	Install an automatic door opener.	12/15/23

90	The top of the threshold cannot be more than 1/2" above the landing on both sides. If it is taller than 1/4", it must be beveled 1:2.	The top is 3/4" above the landing.	Adjust the floor tiles and threshold to reduce the height to 1/2".	12/15/23
91	The door hardware must be operable without tight grasping, tight pinching, or twisting of the wrist.	The door has a locking mechanism that requires pinching, tight grasping and twisting to operate.	Replace with or provide a locking mechanism that does not require pinching, tight grasping or twisting to operate.	12/15/23
92	At least 5% of the hooks must be within reach. It must be within 48" of the floor.	The top of the clothes hook is 70 1/2" above the floor.	Move or add new hook so that the top of the hook is no higher than 48" above the floor.	12/15/23
93	Lavatory knee space must extend at least 8" under the lavatory for a height of at least 27".	The lavatory knee space is only about 24 1/2" high at the apron.	Replace the lavatory with one that provides compliant knee space.	12/15/23
94	The rear grab bar must be at least 36" long. It must extend from the toilet centerline to at least 12" in each direction.	The rear grab bar extends only 10 1/2" to the wall side of the toilet.	Relocate the grab bar so that it extends 12" from the toilet centerline on the wall side and 24" from the centerline on the open side.	12/15/23
95	Toilet seat must be 17" to 19" above the floor.	The toilet is wall-hung. The seat is 20" high.	Remove toilet seat cover.	12/15/23

96	East Tower: 29th Level: Empire Studio:			
97	Operable parts must be between 15" and 48" above the floor.	The touch pad is 61 1/2" above the floor.	Relocate touch pad to be no higher than 48" above the floor.	12/15/23
98	Operable parts must be between 15" and 48" above the floor.	The "push to exit" button is 53 3/4" above the floor.	Relocate "push to exit" button so that it is no higher than 48" above the floor.	12/15/23
99	West Tower: 29th Level:			
100	Objects may not protrude into the circulation path by more than 4" if the underside is more than 27" but less than 80" above the floor.	The underside of the reception desk counter is 39 1/2" above the floor and protrudes about 12" into the circulation path.	Install a guardrail for cane detection.	12/15/23
101	At least 5% of the seating or standing spaces must be accessible wheelchair spaces. Wheelchair spaces must be dispersed.	There are about 10 seats at 3 tables. Therefore, at least one must have wheelchair spaces. However, none are provided.	Provide one accessible table in the juice bar area.	12/15/23
102	West Tower: 28th Level: Fitness Center:			
103	The pull side of the door requires a forward approach. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	At the entrance door from the Fitness Lobby, the maneuvering space extends only 15 3/4" beside the latch side of the door.	Install an automatic door opener.	12/15/23

104	Knee space under the drinking fountain must be at least 27" high for a depth of at least 8" and at least 17" deep at the floor.	It is only 26 3/4" high and only 11 1/2" deep.	Replace with an accessible water filling station.	12/15/23
105	West Tower: 28th Level: Fitness Center: Studio 1:			
106	The pull side of the door requires a forward approach. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	The maneuvering space extends only 5" beside the latch side of the door.	Move machine to an accessible location.	12/15/23
107	Operable parts must be between 15" and 48" above the floor.	The operable parts on the thermostat are 54 1/2" above the floor.	Lower the thermostat so that its operable parts are no higher than 48" above the floor.	12/15/23
108	Operable parts must be between 15" and 48" above the floor.	The operable parts on the touch pad are 57" above the floor.	Lower so that operable parts are no higher than 48" above the floor.	12/15/23
109	West Tower: 28th Level: Fitness Center: Studio 2:			
110	Accessible route may narrow to 32" for a distance of no more than 24".	The accessible route to the thermostat and touch pad narrows to 30".	Move equipment.	12/15/23
111	Operable parts must be between 15" and 48" above the floor.	The operable parts on the thermostat are 54" above the floor.	Lower so that operable parts are no higher than 48" above the floor.	12/15/23

112	Operable parts must be between 15" and 48" above the floor.	The operable parts on the touch pad are 61" above the floor.	Lower so that operable parts are no higher than 48" above the floor.	12/15/23
113	West Tower: 29th Level: Fitness Center:			
114	Knee space under the drinking fountain must be at least 27" high for a depth of at least 8" and at least 17" deep at the floor.	It is only 26 1/2" high and only 11 1/2" deep.	Replace with an accessible water filling station.	12/15/23
115	West Tower: 29th Level: Fitness Center: Toilet Room near the punching bag:			
116	The door hardware must be operable without tight grasping, tight pinching, or twisting of the wrist.	The door has a locking mechanism that requires pinching, tight grasping and twisting to operate.	Replace with or provide a locking mechanism that does not require pinching, tight grasping or twisting to operate.	12/15/23
117	At least 5% of the hooks must be within reach. It must be within 48" of the floor.	The top of the clothes hook is 61 1/2" above the floor.	Move or add new hook so that the top of it is no higher than 48" above the floor.	12/15/23
118	Lavatory knee space must extend at least 8" under the lavatory for a height of at least 27".	The lavatory knee space is only about 24 1/2" high at the apron.	Replace the lavatory with one that provides compliant knee space.	12/15/23
119	Centerline of toilet must be 16" to 18" from sidewall.	The toilet centerline is 18 1/2" from the sidewall.	Move the toilet and lavatory so that the toilet centerline is between 16" and 18" from the sidewall.	12/15/23

120	The outlet of the toilet paper dispenser must be between 24" and 42" from the rear wall.	The near side is only 20 1/2" from the rear wall.	Move the toilet paper dispenser so that it is at least 24" from the rear wall.	12/15/23
121	West Tower: 29th Level: Playroom:			
122	The pull side of the door requires a latch-side approach. The door has a closer. Therefore, the maneuvering space must be at least 54" deep and must extend at least 24" from the latch.	The maneuvering space at the door is only 40" deep.	Install an automatic door opener.	12/15/23
123	Operable parts must be between 15" and 48" above the floor.	The "push to exit" button is 53" above the floor.	Install an automatic door opener.	3/9/24
124	West Tower: 29th Level: Playroom Toilet Room:			
125	The pull side of the door requires a forward approach. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch.	The maneuvering space is only 59" deep and extends only 8 1/2" beside the latch side of the door.	Install automatic door opener.	12/15/23
126	A baby changing table is provided. Therefore, at least one must be accessible. When unfolded, a 30" by 48" clear floor space must be provided with knee space that is at least 27" tall and that extends 17" under the table.	The knee and toe space is only 16" deep.	Provide compliant knee space per 4.30.3, 4.30.4. The baby changing table is a recessed model. Remount it so that it is recessed 1" less than it is now.	12/15/23
127	For facilities used primarily by children 6 through 12 years old, the lavatory knee height to be as low as 24" if the counter is no higher than 31".	The knee space is blocked by the lavatory legs and bracing.	Make accessible for children with disabilities ages 6 through 12 and provide knee clearance that is at least 24" high.	12/15/23

128	Toilet uses a side approach. Therefore, the clear floor space must be at least 48" wide and 56" deep. The lavatory, which may overhang the clear floor space, must be at least 36" from the toilet sidewall.	The vanity legs reduce the clear floor space width at the toilet to 33".	Relocate lavatory 3" farther from the toilet. Remove vanity legs and provide at least 24" high knee space under lavatory.	12/15/23
129	The toilet flush control must be on the open side of the toilet.	The toilet flush control is on the wall side.	Replace tank with one that has the flush on the right side.	12/15/23
130	East Tower: 41st Level: Left Toilet Room Identified as "Storage":			
131	When not all toilet rooms are accessible, each accessible toilet room must be identified by an International Symbol of Accessibility (ISA) and each non-accessible toilet room must provide signage that directs one to the nearest accessible toilet room.	The left toilet room is more accessible than the right toilet room. It is not identified by an ISA.	Add appropriate signage.	3/9/24
132	Where mirrors are provided, at least one shall have the bottom of the reflective edge within 40" of the floor.	The reflective surface of the mirror is mounted 46 3/4" above the floor.	Move the mirror so that the bottom of the reflective surface is no higher than 40" above the floor.	12/15/23
133	Knee and toe space must extend at least 17" under the lavatory.	The clear floor space is blocked by the cabinet.	Replace the lavatory with one that provides compliant knee space.	12/15/23

134	The rear grab bar must be at least 36" long. It must extend from the toilet centerline to at least 12" in each direction.	The rear grab bar is only 24" long and extends only 9" to the wall side of the toilet.	Replace with a rear grab bar that extends at least 12" in each direction from the toilet centerline.	12/15/23
135	The sidewall grab bar at the toilet must be at least 42" long, must be within 12" of the rear wall, and must extend at least 54" from the rear wall.	It is only 24" long. It is 13" from the rear wall. The front end of the grab bar is only 37" from the rear wall.	Replace with a 42" grab bar and install so that it extends 12" from the toilet centerline on the wall side and 24" from the centerline on the open side.	12/15/23
136	The outlet of the toilet paper dispenser must be between 24" and 42" from the rear wall.	The near end of the toilet paper dispenser is 22" from the rear wall.	Move the toilet paper dispenser so that it is at least 24" from the rear wall.	12/15/23
137	East Tower: Rooftop:			
138	Objects may not protrude into the circulation path by more than 4" if the underside is more than 27" but less than 80" above the floor.	The underside of the bar counter is 37 3/4" above the floor and protrudes 11 1/2" into the circulation path.	Install a foot rest for cane detection	12/15/23
139	At least 5% of the seating or standing spaces must be accessible wheelchair spaces. Wheelchair spaces must be dispersed.	There are several tables. Therefore, at least 1 table must have wheelchair spaces. However, none of the tables provide compliant knee and toe clearances.	Add two accessible tables that provide compliant clear floor space and knee space.	12/15/23

140	The common use electrical receptacles that are available for recharging personal devices must be within reach. The lower outlet on these receptacles must be at least 15" above the floor.	The lower outlet only 9 3/4" above the floor.	Add a cover to the outlet that is locked.	12/15/23
141	East Tower: Rooftop Pool:			
142	Knee space under the drinking fountain must be at least 27" high for a depth of at least 8".	It is only 26 1/2" high.	Replace with an accessible water filling station.	12/15/23
143	Drinking fountain clear floor space must be centered.	The clear floor space is off-centered by 9 1/2".	Replace with an accessible water filling station.	12/15/23
144	Operable parts must be operable with one hand and without tight grasping, tight pinching, or twisting of the wrist. It must be operable with no more than 5-pounds force.	The spa timer switch is a knob, which requires tight grasping, tight pinching, or twisting of the wrist to operate.	Replace with a compliant control that does not require tight grasping, tight pinching, or twisting to operate.	3/9/24
145	East Tower: Rooftop: Left Toilet Room:			
146			Black Spruce shall prohibit all public use of this restroom, including by tenants and/or their guests. Because it is not an accessible restroom, accessible signage shall be removed, and it shall be locked at all times.	12/15/23
147	East Tower: Rooftop: Right Toilet Room:			

148			Black Spruce shall prohibit all public use of this restroom, including by tenants and/or their guests. Because it is not an accessible restroom, accessible signage shall be removed, and it shall be locked at all times.	12/15/23
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EXHIBIT E

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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FAIR HOUSING JUSTICE CENTER, INC.

Index No. 19 Civ. 1171 (AT) (GS)

Plaintiff,

**STIPULATION AND ORDER
OF DISMISSAL**

v.

JDS DEVELOPMENT LLC; 616 FIRST
AVENUE LLC; AMERICAN COPPER
BUILDING LLC; AH AMERICAN COPPER
LLC; and MS AMERICAN COPPER LLC,

Defendants.

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The parties to this action, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) and (a)(ii) and the So-Ordered Settlement Agreement dated October __ 2023, hereby stipulate to the dismissal with prejudice of this action, including all claims and cross-claims between and among all Parties, with each party to bear its own attorneys' fees and costs, except that the Court shall retain jurisdiction over this action to the extent expressly provided for in the Settlement Agreement.

Dated: New York, New York
October __, 2023

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