

**CLOSED**

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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA, )

Plaintiff, )

v. )

CARTERET TERRACE, LLC; ALAN SCHALL; )  
FEINBERG & ASSOCIATES, P.C. ; and )  
MICHAEL P. McQUAIDE, )

Defendants. )

*2042*  
Civil Action No. 04-~~2402~~ (JLL)

**CONSENT DECREE**

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Plaintiff United States and Defendants, Carteret Terrace, LLC, Alan

Schall, Feinberg & Associates, P.C. and Michael P. McQuaide<sup>1</sup> agree to the terms of this Consent Decree resolving this action filed by Plaintiff United States.

### I. INTRODUCTION

This action was brought by the United States alleging violations of Section 804 (f) (1)-(3) of the Fair Housing Act, 42 U.S.C. § 3604 (f) (1)-(3), and Sections 302 and 303 of the Americans with Disabilities Act, 42 U.S.C. §§ 12182 and 12183 ("ADA"). The Complaint was filed pursuant to 42 U.S.C. §3612(o) on behalf of Alliance for Disabled in Action, Inc. ("Alliance"), a non-profit membership organization located in Edison, New Jersey, that provides resources to and advocates on behalf of individuals with disabilities, and pursuant to 42 U.S.C. §3614(a), alleging that the defendants have engaged in a pattern or practice of violations of the Fair Housing Act and violated the protected rights of a group of persons. Specifically, the United States alleges that the defendants failed to design and construct the Meridian Square Apartments, located at 100 Abbi Road in Carteret, New Jersey, with the features of accessible and adaptive design required by 42 U.S.C. § 3604(f)(3)(C). The United States also alleges that the defendants engaged in a pattern or practice of violating the ADA because the rental office/model apartment at Meridian Square is not readily accessible to and usable by individuals with disabilities, as required by section 303(a)(1) of the ADA, 42 U.S.C. §12183(a)(1). The United States alleges that the rental office/model apartment fails in numerous respects to comply with the Department of Justice's regulation implementing Title III of the ADA, 28 C.F.R. Part 36, ("the regulation"), including the Standards for

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<sup>1</sup> The parties have agreed to dismiss Defendants Alan Schall and Michael P. McQuaide from this litigation.

Accessible Design, 28 C.F.R. Part 36, Appendix A ("the ADA Standards").

The Fair Housing Act provides that, for non-elevator residential buildings with four or more dwelling units, like those at Meridian Square, all ground-floor units that are designed and constructed for first occupancy after March 13, 1991, are "covered units" and must include certain basic features of accessible and adaptive design to make such units usable by persons with disabilities. 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(B). All of the ground-floor units at Meridian Square were designed and constructed for first occupancy after March 13, 1991, and are located in non-elevator buildings containing four or more units. Thus, these ground floor units are "covered multi-family dwellings" within the meaning of the Act and must include the features of accessible and adaptive design.

The features of accessible and adaptive design required by the Act include: (a) public use and common use areas that are readily accessible to and usable by persons with disabilities; (b) doors designed to allow passage into and within all premises that are sufficiently wide to allow passage by persons who use wheelchairs; (c) an accessible route into and through the dwelling; (d) light switches, electrical outlets, thermostats, and environmental controls in accessible locations; (e) reinforcements in bathroom walls to allow later installation of grab bars; and (f) usable kitchens and bathrooms which will permit an individual who uses a wheelchair to maneuver about the space. 42 U.S.C. § 3604(f)(3)(C). As designed and constructed, the "covered units" and the public and common use areas at Meridian Square do not include all the features of accessible and adaptive design required by the Act. Defendant Feinberg & Associates asserts that it provided no professional services related to the civil

engineering or exterior design for Meridian Square.

The ADA prohibits discrimination "on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation." 42 U.S.C. §12182(a). Section 303(a)(1) of the ADA prohibits the "failure to design and construct facilities for first occupancy [after January 26, 1993]...that are readily accessible to and usable by individuals with disabilities," 42 U.S.C. §12183(a)(1). Apartment rental offices are public accommodations pursuant to 42 U.S.C. § 12181(7)(E) and, thus, subject to the accessibility requirements of Section 303(a)(1), 42 U.S.C. § 12183(a)(1). The rental office/model apartment at Meridian Square is required to comply with the ADA's accessibility requirements because it was designed and constructed for first occupancy after January 26, 1993.

Rental offices and other places of public accommodation are not readily accessible to and usable to individuals with disabilities unless they are designed and constructed "in accordance with standards set forth or incorporated by reference in regulations issued under" the ADA. 42 U.S.C. §12183(a)(1). The regulations implementing Title III of the ADA are set out at 28 C.F.R. pt. 36 and include the ADA Standards, 28 C.F.R. pt. 36, Appendix A. The rental office/model apartment at Meridian Square was not designed and constructed in accordance with the regulations implementing Title III of the ADA, 28 C.F.R. pt. 36, including the ADA Standards set out at 28 C.F.R. pt. 36, Appendix A.

The parties agree that this Court has jurisdiction over the subject matter of this case. The parties further agree that the controversy should be resolved without further

proceedings, without an evidentiary hearing, and without further adjudication as to the merits of the claims of the United States. Defendants, Carteret Terrace, LLC, and Feinberg & Associates, PC, deny all allegations of discrimination and state that, if there was any failure to comply with every requirement of design and construction of the Fair Housing Act or the ADA, such failure was inadvertent. Therefore, the parties have consented to the entry of this Consent Decree as indicated by the signatures appearing below.

It is hereby **ORDERED, ADJUDGED, AND DECREED:**

## **II. GENERAL INJUNCTION**

Defendants, their officers, employees, agents, successors and assigns and all other persons in active concert or participation with them are enjoined from discriminating on the basis of disability as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f)(1) - (3) and as prohibited by the Americans with Disabilities Act, 42 U.S.C. §§12182 and 12183, and its implementing regulations, 28 C.F.R. Part 36, including the ADA Standards, 28 C.F.R. Part 36, Appendix A.

## **III. CORRECTIVE ACTIONS**

In order to assure that Meridian Square meets the accessibility and adaptability standards of the Fair Housing Act, the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991)("Guidelines"), the ADA and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"), Defendant Carteret LLC (hereafter "Carteret") agrees to take the corrective actions necessary to bring the complex into compliance with the Fair Housing Act, the Guidelines, the ADA, and

ADAAG by completing the actions described below.<sup>2</sup>

Defendants have represented that Feinberg & Associates, P.C. has no control over Meridian Square and will not have direct responsibility for the completion of the designated interior or exterior retrofits as described below.<sup>3</sup>

#### A. RETROFITS

1. As soon as reasonably possible after entry of the Consent Decree, but in any event not more than twelve (12) months from the date of the entry of this Consent Decree, Defendant Carteret Terrace LLC (hereafter "Carteret") shall commence and finish the retrofits to the public and common use areas of the complex that are set forth in Attachment A. Carteret shall supervise the completion of all required retrofits and shall

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<sup>2</sup> HUD regulations provide that "[a] public or common use area that complies with the appropriate requirements of ANSI A117.1-1986 or a comparable standard is accessible." See 24 C.F.R. 100.201 (2002). HUD interprets "comparable standard" to mean a "standard that affords handicapped persons access essentially equivalent to or greater than that required by ANSI A117.1." See 54 Fed. Reg. 3243 (Jan. 23, 1989). Should Defendants elect to follow a standard other than ANSI for making the public and common-use areas accessible, they will inform the United States in writing of the standard. Such standard must provide access that is "essentially equivalent" to or "greater" than ANSI A117.1 (1986).

<sup>3</sup> The cost of the prescribed retrofits shall be shared by the Defendants and other parties from whom they may attempt to seek contribution, including but not limited to the civil engineer, subcontractors, vendors, and material suppliers involved in the project, as agreed between those parties. In the event that any dispute shall arise between defendant Carteret Terrace, LLC and defendant, Feinberg & Associates, PC, with regard to any issue related to this Consent Decree, these parties shall endeavor in good faith to resolve such dispute informally. However, if any such dispute cannot be resolved, then neither party shall be precluded from filing a separate suit in state or federal court. Both Carteret Terrace, LLC and Feinberg & Associates, PC agree to waive any statute of limitation defenses or the entire controversy doctrine with regard to such a dispute, for the duration of the Consent Decree.

assure that the contractor(s) performing the retrofits completes all work in compliance with the federal Fair Housing Act and the ADA. Carteret and its contractor(s) shall attempt, in good faith, to minimize any inconvenience to the residents of the complexes.

2. Defendant Carteret shall commence and finish the retrofits to the interiors of the ground floor apartments and to the rental office/model apartment as set forth in Attachment B not more than two and one half years from the date of the entry of this Consent Decree. Retrofits shall be commenced and completed upon a tenant's request as provided in Part III.A.3. Retrofits also will be commenced and completed upon the vacancy of a rental unit or on a construction schedule to be determined by Carteret. Carteret shall supervise the completion of all required retrofits and shall assure that the contractor(s) performing the retrofits completes all work in compliance with the federal Fair Housing Act and the ADA. Carteret and its contractor(s) shall attempt, in good faith, to minimize any inconvenience to the residents of the complexes.

3. No more than thirty (30) days after the entry of this Consent Decree, Carteret shall provide tenants who occupy apartments that are subject to retrofits under this Consent Decree with the notice set forth in Attachment C advising them of the Carteret's obligation to retrofit their apartments within the next two and one half years and indicating that they may request that Carteret perform an immediate retrofit of their

apartment. If a tenant requests an immediate retrofit of his or her apartment in response to this notice, Carteret shall give priority to such a request over other retrofits and shall complete the retrofits within 30 days from the date on which the retrofits were requested. If a tenant is required to dislocate from his or her unit for more than 24 hours in order to complete a retrofit of that apartment, Carteret shall pay such resident the applicable government per diem rate for food and lodging for the local area for each such day. Such payment shall be made prior to the commencement of any retrofit work on the tenant's unit so that the resident can use the money to obtain alternate living accommodations while dislocated.

4. Carteret may not charge any additional rent, deposit or other fee for the units in which retrofits are implemented solely because of the contemplated retrofits.

**B. Inspection of Retrofits Completed**

1. Carteret shall enter into a contract with a neutral inspector approved by the United States to conduct on-site inspections of the retrofits that have been performed under this Order to determine if they have been completed in accord with specifications in Attachments A and B. Carteret may utilize the inspector to conduct a preliminary review to assure that plans for the retrofits provide for modifications that are consistent with the specifications, and/or for on-site review as specific retrofits are completed. A final inspection shall take place within 30



days of the completion of all of the retrofits to units and common use areas, or as soon thereafter as practicable. Carteret shall give the United States at least three weeks notice of each on-site inspection and shall give the United States an opportunity to have its representative present for the inspection.

2. The inspector shall set out the results of each inspection, including deficits if any, in writing and shall send that report to the United States and Defendants. If the final inspection indicates that not all of the required retrofits have been made as specified in Attachments A and B, Carteret shall correct any deficiencies within a reasonable period of time as determined by the inspector, and shall pay for another inspection by the same inspector to certify the deficiencies have been corrected. This process shall continue until the inspector certifies that all of the necessary modifications have been made. Carteret shall pay all of the inspector's costs associated with these inspections, and such payments shall be made without regard to the inspector's findings. In order to ensure compliance, Carteret shall, upon reasonable notice by the United States while this Consent Decree is in effect, allow representatives of the United States to inspect the modifications made by Carteret in accordance with this Consent Order or the third party inspection reports provided for in this Order, provided, however, that the United States shall endeavor to minimize any inconvenience caused by such inspections.

#### **IV. MONETARY RELIEF**

Defendants have agreed to provide a fund that is designed to compensate

persons who may have been aggrieved by the alleged discriminatory housing practices of the defendants. The specific allocation of this fund is as follows:

**A. Payment to Alliance for Disabled in Action** Defendant Feinberg & Associates, P.C. shall pay<sup>4</sup> the total sum of \$5,000 in monetary damages to Alliance for Disabled in Action for its damages as a result of Defendants' alleged failure to design and construct Meridian Square in compliance with the Fair Housing Act, the Guidelines, the ADA and ADAAG. Defendants shall pay said money within thirty (30) days of the date of entry of this Decree by sending a check payable in that amount to Alliance for the Disabled, care of the United States, provided that no amount shall be paid pursuant to this paragraph before Alliance for the Disabled has executed a written release of all claims, legal or equitable, that it might have against Defendants relating to the claims asserted in this lawsuit. This release is included as Attachment E-1.

**B. Establishment of Aggrieved Person Compensation Fund**

1. Within ten (30) days after entry of this Decree, Defendant Carteret shall deposit the sum of \$45,000 in an interest-bearing bank account for the purpose of compensating any aggrieved persons who may have suffered as a result of Defendants' allegedly discriminatory housing practices. Within forty-five (45) days of the date of filing of this Consent Order with the Clerk of the United States District Court for the District of New Jersey, Carteret shall submit proof to

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<sup>4</sup> If any of the payments required under this Decree are made after the prescribed time, for whatever reason, such payments shall include interest from the prescribed time of payment calculated by the formula set forth in 28 U.S.C. §1961. Payment of such interest shall be in addition to any other remedies available to the United States for delays in payment.

the United States that the account has been established and the funds deposited.<sup>5</sup> Such account shall be known for purposes of this Consent Decree as the Aggrieved Persons Compensation Fund. All interest accruing on monies in the Aggrieved Persons Compensation Fund shall become part of the Fund and be distributed in accordance with the terms of this Decree.

2. Within 15 days of the entry of this Consent Decree, Carteret shall publish the Notice to Potential Victims of Housing Discrimination ("Notice") at Attachment D informing readers of the availability of compensatory funds. The Notice shall be no smaller than three columns by six inches and shall be published on three occasions each in the Newark Star Ledger and The Home News Tribune. The publication dates shall be separated from one another by at least 21 days, and at least two of the publication dates in each newspaper shall be a Sunday. Within 10 days of each publication date, Carteret shall provide the newspapers containing the Notice to counsel for the United States.<sup>6</sup>

3. Within 30 days of the entry of this Order, Carteret shall send by first-class mail, postage prepaid, a copy of the Notice to each present tenant of the subject complexes. Carteret shall also within 30 days provide the United States with a list of all prior tenants at Meridian Square, including the full name, last known address and any other identifying information that may be available of

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<sup>5</sup> For purposes of this Consent Decree, submissions to counsel for the United States should be to Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 950 Pennsylvania Avenue, N.W.—G St., Washington, D.C. 20530, Attn: DJ# 175-48-261, or as otherwise agreed by counsel..

<sup>6</sup> See Fn. 5.

each former tenant at Meridian Square. Within 45 days of entry of this Order, Carteret shall provide to counsel for the United States proof that the Notice to present tenants has been sent. Nothing in this section shall preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons.

4. Carteret shall permit the United States, upon reasonable notice, to review any records that may facilitate its identification of aggrieved persons, or in its determinations regarding the claims of aggrieved persons.

5. Allegedly aggrieved persons shall have 120 days from the date of the entry of this Order to contact the United States in response to the Notice. The United States shall investigate the claims of allegedly aggrieved persons and, within 180 days from the date of the final Notice published in accordance with IV.B.2. above, shall make a preliminary determination of which persons are aggrieved and an appropriate amount of damages that should be paid to each such persons. The United States will inform Carteret in writing of its preliminary determinations and shall provide a copy of a sworn declaration from each aggrieved person setting forth the factual basis of the claim. The United States shall cooperate in providing Carteret with any additional documentation that may be relevant to the claim. Carteret shall have thirty (30) days to review the declaration and provide to the United States any documents or information that they believe may refute the claim.

6. Within ten (10) days after the receipt of the comments by Carteret, the

United States and Carteret shall confer in an attempt to agree on the payment of the compensation awards as proposed. To the extent that the parties are able to agree on any of these awards, the parties shall prepare a formal stipulation outlining the awards to be made to be submitted to the Court for final approval and the Court shall consider this stipulation and approve, disapprove, or change any or all of these awards. If the United States and Carteret are unable to agree to specific awards, the United States shall submit its final recommendations on such awards to the Court for approval, together with a copy of the declarations and any additional information submitted by Carteret. When the Court issues an order approving or changing the joint stipulation of the parties and/or the United States's proposed distribution of disputed awards for aggrieved persons, Carteret shall, within ten (10) days of the Court's order, deliver to the United States checks payable to the aggrieved persons in the amounts approved by the Court. In no event shall the aggregate of all such checks exceed the sum of the Aggrieved Persons Fund, including accrued interest.

7. In consideration of these payments, each aggrieved person shall execute a release of claims form substantially equivalent to that set forth in Attachment E-2, appended hereto, signifying that the payment he or she is to receive will constitute full settlement of any claims he or she may have against all defendants relating to the facts that gave rise to this lawsuit. Counsel for the United States shall obtain the signed release forms from the aggrieved persons and shall provide them to Defendants after receipt of the checks.

8. The total amount to be paid by Carteret pursuant to this Section shall not exceed \$45,000 plus any interest accrued in the Victim Compensation Fund.

9. In the event that less than the total amount in the fund including accrued interest is distributed to aggrieved persons, the parties agree that Carteret will use the remainder of the fund for the establishment of a community wide training program in New Jersey during the term of this Consent Decree for the purpose of expanding the understanding and knowledge of the accessibility requirements of the Fair Housing Act and the ADA with regard to the design and construction of multifamily dwellings. Such program shall be made available to persons in the professions involved in the design, development and construction of multifamily dwellings. It shall also be made available to persons in relevant positions who were hired by the Defendants subsequent to the training required under Part VI of this Consent Decree. Carteret shall provide the United States with a proposal for such training program and the United States and Carteret shall cooperate in finalizing such program.

#### **V. NON-DISCRIMINATION IN FUTURE DESIGN AND CONSTRUCTION**

For the duration of this Consent Decree, Defendants shall each submit to counsel for the United States<sup>7</sup> the following information regarding any covered multi-family dwellings and any places of public accommodation that are part of a multi-family dwelling complex intended to be developed, designed, and/or constructed<sup>8</sup> by it

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<sup>7</sup> See fn 5.

<sup>8</sup> For Feinberg & Associates, this shall mean projects in the construction document phase that have not at the time the Consent Decree is entered, been issued

or them, alone or together, in whole or in part, by either Carteret or Feinberg & Associates, P.C., or persons or entities who have an active role in development, planning, construction or design of projects, or have a fifty-one percent (51%) or larger ownership share. Carteret and Feinberg & Associates shall provide the following: (1) the name, address and a description of the project. In addition, Carteret shall provide the following: (2) a description of the individual units; (3) the name and address of each site engineer involved with the project acknowledging and describing his/her knowledge of and training in the requirements of the Fair Housing Act and the ADA and in the field of accessible site design and certifying that he/she has reviewed the engineering documents for the project and that the design specifications therein fully comply with the requirements of the Fair Housing Act, the Guidelines, the ADA and ADAAG; (4) the name and address of each architect involved with the project; and (5) a statement from the architect acknowledging and describing his/her knowledge of and training in the requirements of the Fair Housing Act and the ADA and in the field of accessible site design and certifying that he/she has reviewed the architectural plans for the project and that the design specifications therein fully comply with the requirements of the Fair Housing Act, the Guidelines, the ADA and ADAAG.

If the engineering documents or architectural plans are revised, and the revisions could have any impact on the accessibility of the dwellings or complex,

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a permit and are less than 50% completed, and all other such projects from the effective date of this Consent Decree to its termination. For Carteret, this shall include new projects that have not received final site plan approval at the time the Consent Decree is entered and all other such projects from the effective date of this Consent Decree to its termination.

Defendants shall obtain and maintain (and provide to the United States upon request) a statement from the site engineer or architect, as applicable, that all specifications in the revised engineering documents or architectural plans, as pertinent, comply with the requirements of the Fair Housing Act, the Guidelines, the ADA, and ADA Standards. For projects designed by Feinberg & Associates, that Defendant may, with the approval of the United States, hire a consultant knowledgeable in the design and construction requirements of the Fair Housing Act and the Americans with Disabilities Act to review such plans and specifications to determine if they are in compliance.

#### **VI. EDUCATIONAL PROGRAM**

Within thirty (30) days of the date of entry of this Consent Decree, Defendants shall provide to all their supervisory employees, site managers, architects and any other persons in their employ who are, or will be actively engaged in the design or construction of multi-family dwellings covered by the Fair Housing Act:<sup>9</sup> (1) a copy of this Consent Decree; and (2) instruction on (i) the terms of this Consent Decree, (ii) the design and construction requirements of the Fair Housing Act, (iii) the design and construction requirements of the ADA, and (iv) their responsibilities and obligations under the Consent Decree, the Fair Housing Act, and the ADA. The instruction on the Fair Housing Act's design and construction requirements and the ADA's design and construction requirements shall be conducted by a qualified person or organization, unconnected to defendants, their employees, their agents or counsel, approved by the United States. Any expenses associated with this training shall be borne by

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<sup>9</sup> For purposes of Feinberg & Associates, this shall include creative directors, project managers and architects.



Defendants. Each employee subject to this initial training shall be required to sign a statement indicating that the training was completed and that the employee understands his or her legal obligations pursuant to the Consent Decree. This statement shall be substantially in the form of Appendix F. Any employee subsequently hired who will be involved in the design or construction of covered multifamily dwellings shall be given a copy of this Consent Decree and be required to sign the statement acknowledging that he or she has received and read the Decree, and had an opportunity to have questions about the Decree answered. This statement shall be substantially in the form of Appendix G.

**VII. NOTICE TO THE PUBLIC OF DEFENDANT CARTERET TERRACE, LLC'S NON-DISCRIMINATION POLICY**

A. Defendant Carteret Terrace, LLC shall post and prominently display in the rental offices at Meridian Square and every other multi-family housing complex that it owns operates, manages, or staffs, a sign no smaller than ten (10) by fourteen (14) inches indicating that all dwellings are available for rent on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

B. For the duration of this Consent Decree, in all future advertising in newspapers, and on pamphlets, brochures and other promotional literature regarding the existing complexes or any new complexes that Carteret may develop or construct, Carteret shall place, in a conspicuous location, a statement that the dwelling units include features for persons with disabilities required by the federal Fair Housing Act.

**VIII. REPORTING AND DOCUMENT RETENTION REQUIREMENTS**

A. One hundred and eighty (180) days after the date of entry of this Consent

Decree, and annually thereafter, Defendants shall submit to counsel for the United States a report regarding the steps taken to comply to date. In such report, Defendants, as indicated below, shall include the following:

1. Signed statements of new supervisory employees and site managers as provided in Part VI above (all defendants);
2. All current advertising or promotional literature regarding these defendants' covered multifamily dwellings (Carteret only); and
3. The name, address, and telephone number of any tenant or prospective tenant who requested retrofits pursuant to Part III.A.2. and 3. above, the date on which the retrofits were requested, and the date on which the retrofits were completed (Carteret only).

**B.** Defendants shall advise counsel for the United States in writing within fifteen (15) days after receipt of any written administrative or legal complaint against them or against any employees or agents of Defendants, alleging discrimination because of disability. Defendants shall also promptly provide the United States all information it may request concerning any such complaint. Defendants shall provide the United States with the details of any resolution of such complaints within fifteen (15) days of the resolution.

**C.** For the term of this Consent Decree, Defendants, as applicable, are required to preserve all records related to this Consent Decree, for all properties designed, constructed, owned, operated, managed, staffed, or acquired by them. Upon reasonable notice to Defendants, representatives of the United States shall be

permitted to inspect and copy any records of Defendants or inspect any developments, residential units covered by the Act and places of public accommodation under Defendants' control bearing on compliance with this Consent Decree at any and all reasonable times; provided, however, that the United States shall endeavor to minimize any inconvenience to Defendants from such inspections.

**IX. DURATION OF DECREE AND TERMINATION OF LEGAL ACTION**

**A. Duration of Decree.** This Consent Decree shall remain in effect for a period of three and one half (3 ½) years after the date of its entry. The parties to this Consent Decree shall endeavor in good faith to resolve, informally, any differences regarding interpretation and compliance with this Consent Decree, including the provisions relating to future non-discrimination. If such differences cannot be resolved, any such non-compliance by Carteret shall be deemed a "subsequent violation" pursuant to 42 U.S.C. §3614(d)(1)(C)(ii).

**B. Retention of Jurisdiction and Dismissal.** The Court shall retain jurisdiction for the duration of this Consent Decree to enforce the terms of the Decree, after which time the case shall be dismissed with prejudice. Plaintiffs may move the Court to extend the duration of the Decree in the interests of justice. Defendants shall have the opportunity to oppose such a motion.

**C. Resolution of Differences.** The parties to this Consent Decree shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Decree prior to bringing such matters to the Court for resolution. However, in the event of a failure by Defendants to perform in a timely

manner any act required by this Consent Decree or otherwise to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

#### **X. MISCELLANEOUS PROVISIONS**

**A. Time for Performance.** Any time limits for performance imposed by this Consent Decree may be extended by the mutual written agreement of the parties.

**B. Litigation Costs.** Each party to this litigation will bear its own costs and attorney's fees associated with this litigation.

#### **C. Sale or Transfer of Ownership Interest**

The sale or transfer of ownership, in whole or in part of Meridian Square shall not affect Carteret's continuing obligations to retrofit the property as specified in this Consent Order. Should Carteret, LLC decide to sell or transfer ownership, in whole or in part, of any of the complexes or any portion thereof prior to the completion of the retrofits specified in Attachments A and B, it will, at least thirty (30) days prior to completion of the sale or transfer, (a) provide to any prospective buyer written notice that the complex is subject to this Consent Decree, including specifically Carteret's obligations to complete required retrofit work and to allow inspections, along with a copy of this Consent Decree; and (b) provide to the United States, by facsimile and first class mail, written notice of its intent to sell or transfer ownership, along with a copy of the

notice sent to any buyer, and any buyer's name, address and telephone number.

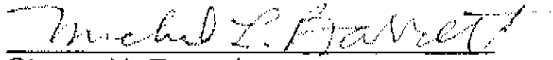
**D. No Waiver or Limitation of Liability.**

The parties agree that this Consent Decree resolves claims of the United States only with respect to the facts alleged in the Complaint relating to Meridian Square and does not in any way affect or relieve any of the Defendants from liability for violations of the Fair Housing Act or the ADA at any other multifamily apartment complexes or places of public accommodation, including liability for engaging in a pattern or practice of discrimination on the basis of disability, retrofitting of the complexes or facilities, compensatory and punitive damages, civil penalties, and other legal or equitable relief.

So ORDERED this 3<sup>rd</sup> day of August, 2004.

**J. JOSE L. UNARES USDC**  
United States District Judge

FOR THE UNITED STATES:



Steven H. Rosenbaum  
Chief

Donna M. Murphy  
Deputy Chief

Michael L. Barrett  
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FOR DEFENDANTS CARTERET TERRACE, LLC and ALAN SCHALL

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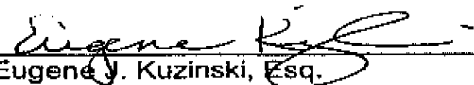
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**ATTACHMENT A**

A	B	C	D
1		<b>ATTACHMENT A</b>	
2			
3	<b>Location</b>	<b>Violation</b>	<b>Retrofit</b>
4			
5			
6	<b>2.0 Accessible Building Entrance on an Accessible Route</b>		
7			
8	<b>2.1 BUILDING 1, ENTRANCE SERVING 101, 102</b>		
9		2.1.2 The cross slopes on the ramp to unit #102 exceed the maximum allowable of 2% (3%-8% measured). ANSI 4.3.7.	Replace with a compliant ramp, including level landings and compliant handrails.
10		2.1.3 The ramp to unit 102 doesn't provide a level landing 60" in length at the top at the entrance to the unit. (48" measured) ANSI 4.8.4.	Increase the landing length. Coordinate construction with Line #10.
11		2.1.4 There is not a 24" level landing extending from the latch side of the entrance door to unit 102 (6" measured). ANSI 4.13.6.	Increase the landing length. Coordinate construction with Line #10.
12		2.1.5 Railings on the ramp exceed the maximum 34" height allowed (36" measured). ANSI 4.8.5, 4.9.4.	Provide compliant handrail extensions.
13	<b>2.2 BUILDING 1, ENTRANCE SERVING 105, 106, 107, AND 108</b>		
14		2.2.1 The running slope of the lower segment of the entrance ramp exceeds the 18.33% maximum allowed (14% measured). ANSI 4.8.2.	Remove and replace.
15		2.2.2 The cross slopes across the entrance ramp exceed the maximum allowable of 2% (4%-8% measured). ANSI 4.3.7.	Remove and replace.
16		2.2.3 The intermediate landing of the entrance ramp at the change in direction is not a minimum 80" x 60" (45" x 55" measured). ANSI 4.8.4.	Remove and replace.
17		2.2.4 The two steps leading up to the breezeway entrance are not equipped with handrails. ANSI 4.9.4.	See Line #9.
18			

A	B	C	D
18		2.2.5 The ramp handrail on the building side does not have a 12" extension at the termination at the top and bottom. ANSI 4.8.5.	See Line #9.
19	2.3 BUILDING 3, ENTRANCE SERVING 305, 306, 307, AND 308.		
20	22	2.3.1 The running slope of the upper segment of the entrance ramp exceeds the 8.33% maximum allowed (10% measured). ANSI 4.8.2.	Remove and replace.
21	23	2.3.2 The cross slopes on the entrance ramp and the intermediate landing exceed the 2% maximum allowed (4% measured). ANSI 4.3.7.	Remove and replace.
22	24	2.3.3 The intermediate landing of the entrance ramp at the change in direction is not a minimum 60" x 60" (46" x 59" measured). ANSI 4.8.4.	Remove and replace.
23	25	2.3.4 The handrails on the entrance ramp and entrance stairs do not have 12" extensions at their terminations top and bottom. ANSI 4.8.5, 4.9.4.	For ramp, install compliant handrails including extensions.
24	27, 2.4 BUILDING 3, ENTRANCE SERVING 317, 318.		
25	28	2.4.1 The running slope of the entrance sidewalk leading to the parking lot exceeds 5% slope and is not equipped with required handrails along the sloped sections. (8% measured). ANSI 4.3.7.	Add a compliant handrail or rebuild accessible route that slopes no more than 5%.
26	29	2.4.2 The slope of both entrance landings to units 317 and 318 exceed the 1% maximum slope allowed. (5% measured at 317, 4% measured at 318). The Guidelines, REC. 4. (6).	Remove and replace.
27	30, 2.5 BUILDING 4, ENTRANCE SERVING UNITS 401, 402.		
28	31	2.5.1 The entrance walk shared with building 3 has slopes exceeding 5% and is not equipped with handrails (8% measured). ANSI 4.3.7.	Add handrail or rebuild accessible route that slopes no more than 5%.
29	32, 2.6 BUILDING 4, ENTRANCE SERVING 4.5, 406, 407, AND 408.		
30	33	2.6.1 The cross slopes on the entrance ramp on the upper segment exceed 2% maximum allowed (4% measured). ANSI 4.3.7.	Remove and replace.

A	B	C	D
31		2.6.2 The intermediate landing of the entrance ramp at the change in direction is not a minimum 60" x 60" (58" x 60" measured); handrails within the landing further reduce the landing to 51 1/2" x 52 1/2" (ANSI 4.8.4).	Remove and replace.
32	34	2.6.3 The handrails on the entrance ramp and the entrance stairs do not have 12" extensions at the top and bottom. ANSI 4.8.5, 4.9.4.	Add extensions to the ramp handrails.
33	35	2.6.4 The railings on the ramp and the stairs exceed the maximum 34" height allowed (35"-40" measured). ANSI 4.8.5, 4.9.4. see Appendix A-10	Handrail height is acceptable.
34	37	2.7 BUILDING 4, ENTRANCE SERVING 417, 418	
35	38	2.7.1 The running slope of the entrance sidewalk leading to the parking lot exceeds 5% slope and is not equipped with required handrails along the sloped sections (6% measured). ANSI 4.3.7.	Repair several sections of concrete at 5%.
36	39	2.8 BUILDING 5, ENTRANCE SERVING 501, 502, 503, AND 504.	
37	41	2.8.2 The single step in the walkway leading to the breezeway entrance is not equipped with handrails. ANSI 4.9.4.	See Line #9.
38	42	2.9 BUILDING 5, ENTRANCE SERVING 513, 514, 515, AND 516.	
39	44	2.9.2 The single step leading in the walkway leading to the breezeway entrance is not equipped with handrails. ANSI 4.9.4.	See Line #9.
40	45	2.10 BUILDING 6, ENTRANCE SERVING 601, 602, 603, AND 604.	
41	46	2.10.1 The running slope of the L-shaped entrance walk along the upper segment has running slopes exceeding 5% and is not equipped with required handrails (7% measured). ANSI 4.3.7.	Add handrail or repair route to slope no more than 5%.
42	49	2.10.4 The single step in the entrance walk leading to the breezeway entrance is not equipped with handrails. ANSI 4.9.4.	See Line #9.
43	50	2.11 BUILDING 6, ENTRANCE SERVING 613, 614, 615, AND 616.	
44	51	2.11.1 The running slope of the L-shaped entrance walk along the upper segment has running slopes exceeding 5% and is not equipped with required handrails (6% measured). ANSI 4.3.7.	Add handrail or rebuild with slopes no more than 5% and landings with slopes and cross slopes no more than 2%.

A	B	C	D
45	52	2.11.2 The single step in the entrance walk leading to the breezeway entrance is not equipped with handrails. ANSI 4.9.4.	See Line #8.
46	53	2.12.12 BUILDING 7, ENTRANCE SERVING 701, 702.	
47	54	2.12.1 The cross slopes across the upper entrance walk, connecting entrance landings to 701 & 702, exceed the 2% maximum allowed (4%-5% measured).	Remove and replace.
48	55	2.12.2 The slope of the entrance landing at unit 702 exceeds the 1% maximum allowed (4% measured). The Guidelines, REQ 4, (6).	Remove and replace.
		2.12.3 The handrails on the entrance walk do not have 12" extensions at their terminations at the lower entrance to the ramp. ANSI 4.8.5.	Install handrail extensions.
49	56	2.12.5 Both sets of stairs leading to units 701, 702 along the entrance walks are not equipped with handrails. ANSI 4.9.4.	See Line #9.
50	58		
51	59	2.13 BUILDING 7, ENTRANCE SERVING UNITS 705, 706, 707, 708.	
52	60	2.13.1 The running slope of the lower segment of the entrance ramp exceeds the 8.33% maximum allowed (9% measured). ANSI 4.8.2.	Remove and replace. See Line #61.
53	61	2.13.2 Cross slopes across the intermediate ramp landing and across the upper ramp segment exceed the maximum allowable of 2% (4%-7% measured). ANSI 4.3.7.	Remove and replace.
54	62	2.13.3 The entrance ramp is not equipped with railings along the building side on the outside of the lower segment. ANSI 4.8.3.	Add handrail (AF).
55	64	2.13.5 The steps in the entrance walk leading to the breezeway entrance are not equipped with railings. ANSI 4.9.4.	Install railings.
56	65	2.14 BUILDING 7, ENTRANCE SERVING 716, 718.	
57	66	2.14.1 The running slope of the entrance sidewalk leading to the parking lot exceeds 5% slope and is not equipped with handrails along the sloped sections (6% measured). ANSI 4.3.7.	Add handrail or repair with a slope no greater than 5%.
58	67	2.14.2 The slope of the entrance landing at unit 718 exceeds the 1% maximum allowed (6% measured). The Guidelines, REQ 4, (6).	Remove and replace.

A	B	C	D
59	68 2.15 BUILDING 8, ENTRANCE SERVING 801, 802.	2.15.1 The running slope of the entrance sidewalk leading to the parking lot exceeds 5% slope and is not equipped with required handrails along the sloped sections (5%-5% measured). ANS1 4.3.7.	Add handrail or repour with a slope no greater than 5%.
60	69	2.16 BUILDING 8, ENTRANCE SERVING 805, 806, 807, AND 808.	
61	70	2.16.2 The intermediate landing of the entrance ramp at the change in direction is 60" x 60" minimum, but overlapping handrails reduce the effective landing to 56" x 51 1/2". ANS1 4.8.4.	Remove and reset handrail.
62	72	2.16.3 The handrails on the entrance ramp do not have 12" extensions at their terminations at the lower entrance to the ramp. ANS1 4.8.5.	Install compliant handrail extensions. Repour concrete if necessary.
63	73	2.17.1 The running slope of the entrance sidewalk leading to the parking lot exceeds 5% slope and is not equipped with required handrails along the sloped section (7% measured). ANS1 4.3.7.	Add handrails or repour at a slope no greater than 5%.
64	75 2.17 BUILDING 8, ENTRANCE SERVING 817, 818.	2.17.2 Cross slopes across the entrance walk between units 817, 818 exceed allowable of 2% (4%-5% measured). ANS1 4.3.7.	Remove and replace.
65	76	2.17.3 The slope of the entrance landing at unit 817 exceeds the 1% maximum allowed (6% measured). The Guidelines, REQ 4, (6).	Remove and replace.
66	77	2.17.4 The steps in the entrance walk to unit 818 are not equipped with handrails. ANS1 4.9.4.	Install railings.
67	78	3.0 Accessible Public and Common Use Areas	
68	79	819.1 LEASING OFFICE - FHAA DEFICIENCIES	
69	80	3.1.1 The curb ramp at the accessible parking space has side flare slope on the side nearest the leasing office door that exceed either 10% or 8.33% (35% measured). The curb ramp is located within the walkway which serves as an accessible route, creating cross slopes along the route that exceed 2% maximum allowed (8% measured). ANS1 4.7.5, 4.3.7.	Remove and replace.
70	81		
71	82		

A	B	C	D
72	83	3.1.2 The sidewalk leading to the leasing office entrance door exceeds 5% slope and does not have required handrails. (6% measured). ANSI 4.3.7.	Add handrail.
73	84	3.1.3 The threshold at the entrance door to the leasing office exceeds allowable 1/2" in height and is not beveled 1/2 or less. (1 1/4" height measured on the interior side). ANSI 4.13.6.	Replace threshold.
74	85	3.1.4 The exterior entrance door to the office is not equipped with usable hardware, that which can be used without grasping, pinching or twisting of the wrist. ANSI 4.13.9.	Replace hardware.
75	87	3.2 LEASING OFFICE - ADA DEFICIENCIES	
76	88	3.2.1 The curb ramp at the accessible parking space has side flare slope on the side nearest the leasing office door exceeding either 40% or 8.33% (35% measured). The curb ramp is located within the walkway which serves as an accessible route, creating cross slopes along the route exceeding 2% maximum allowed (8% measured). ADAAG 4.7.5, 4.3.7.	See Line #82.
77	89	3.2.2 The sidewalk leading to the leasing office entrance door exceeds 5% slope and does not have required hardware (6% measured). ADAAG 4.3.7.	See Line #83.
78	90	3.2.3 The threshold at the entrance door to the leasing office exceeds allowable 1/2" height and is not beveled 1/2 or less. (1 1/4" height measured on the interior side). ADAAG 4.13.6.	See Line #84.
79	91	3.2.4 The exterior entrance door to the office is not equipped with usable hardware. ADAAG 4.13.9.	See Line #85.
80	92	3.2.5 There is no 18" clear floor space on the pull side of the door to the maintenance office. ADAAG 4.13.6.	See Line #86.
81	94	3.2.6 There is not usable hardware on the interior doors serving the business area, the bedroom door leading to the accessible bathroom, the door to the accessible bathroom and the door to the maintenance office. ADAAG 4.13.9.	Change hardware.

A	B	C	D
82	95	3.2.7 In the accessible bathroom, the following non-compliant features were observed:	
83	96	a. The top of the toilet seat is lower than the 17-19" required. (16" measured). ADAAG 4.16.3	Install tall toilet seat.
84	97	b. The grab bar mounted along the back wall of the toilet does not extend a minimum of 12" beyond the tank on the open side (a 24" grab bar centered on the tank is mounted). ADAAG 4.16.4	Remount
85	98	c. The grab bars on the adjacent side wall and back wall at the toilet are mounted higher than the 33"-36" range allowed (37% was measured). ADAAG 4.16.4	Remount
86	99	d. The lavatory is not equipped with usable faucets. ADAAG 4.19.5.	Replace with useable faucets.
87	100	e. The lavatory apron does not provide a minimum 29" clearance above the finish floor (24% measured). ADAAG 4.19.2	Trim apron and raise lavatory.
88	101	f. The lavatory is not provided with pipe protection beneath the basin. ADAAG 4.19.4.	Install pipe protection
89	102	h. The bottom of edge of the reflective surface of the mirror is mounted higher than 40" above finish floor. ADAAG 4.19.6	Lower mirror.
90	103	3.3 CURB RAMPS	
91	104	3.3.1 Curb ramps located in front of Buildings 1, 3, 4, 5, 6, 7 front, 7 side and 8, all are located within the walkways that are required accessible routes, creating cross slopes exceeding the 2% maximum allowed (8.33% in most ramps). ANSI 4.3.7.	Remove and replace.
92	105	3.3.2 Curb ramps located in front of Buildings 5, 6 and 7 also have running slopes exceeding the 6.33" maximum allowed. (5 & 6 @ 10%, 7 @ 9%). ANSI 4.7.2	Remove and replace.
93	106	3.3.3 The end-of-aisle curb ramp located on the end of Building 6 has a protruding edge with an abrupt drop-off that is not flared, or provided with a returned edge. ANSI 4.7.5, 4.7.6.	Remove and replace.
94	107	3.4 MAILBOX PEDESTALS	



A	B	C	D
95	108	3.4.1 The mailbox pedestal located in front of Building 2 have the top two rows of boxes located higher than the 54" height allowed for a side reach. Ground floor units located on these rows are 101, 102, 117, 118 (top row @ 58 1/2"). ANSI 4.2.6 3.4.2 The mailbox pedestal located between Buildings 3 and 4 have the top two rows of boxes located higher than the 54" height allowed for a side reach. Ground floor units located on these rows are 301 and 407 (top row @ 58 1/2"). ANSI 4.2.6	Ground floor unit boxes will be moved. Parcel boxes and outgoing mail will remain within reach.
96	109	3.4.3 The mailbox pedestal located between Buildings 5 and 6 have the top two rows of boxes located higher than the 54" height allowed for a side reach. Ground floor units located on these rows are 501, 502, 601, 602 (top row @ 59"). ANSI 4.2.6 3.4.4 The mailbox pedestal located at the end of Building 8 has the top row of boxes higher than the 54" height allowed for a side reach. Ground floor units located on these rows are 701 (top row @ 58 1/2"). ANSI 4.2.6	Ground floor unit boxes will be moved. Parcel boxes and outgoing mail will remain within reach.
97	110		Ground floor unit boxes will be moved. Parcel boxes and outgoing mail will remain within reach.
98	111		Ground floor unit boxes will be moved. Parcel boxes and outgoing mail will remain within reach.
99	112	3.5 DUMPSTERS	
100	113	3.5.1 The dumpster located in front of Building 2 is not located on an accessible route. A curbed island blocks access to the enclosure opening. ANSI 4.5.2 3.5.2 The dumpster located in front of Building 5 is not located on an accessible route. A curbed island blocks access to the enclosure opening. ANSI 4.5.2 3.5.3 The dumpster located in front of Building 6 is not located on an accessible route. A curbed island blocks access to the enclosure opening. ANSI 4.5.2	Remove curb and construct standard curb ramp Remove curb and construct standard curb ramp Remove curb and construct standard curb ramp
101	114		
102	115		
103	116	3.6 PROTRUDING LIGHT FIXTURES	
104	118	3.7 DWELLING UNIT ENTRANCE DOOR HARDWARE	
105	119	3.7.1 None of the ground floor units have usable hardware on the exterior side of the primary entrance door. ANSI 4.13.9.	Remove existing hardware and replace with graspable hardware.

**ATTACHMENT B**

A	B	C	D	
1		<b>ATTACHMENT B</b>		
2				
3	Location		Violation	Retrofit
4				
5				
6	4.0 DWELLING UNIT INTERIORS			
7	4.1 1BR, 1BA PLAN			
8	4.1.1 Usable Doors			
9		a. The exterior sliding patio door does not provide a nominal 32" opening (29% measured). The Guidelines, REQ 3, (2).	Replace door with hinged door or manufacturer to replace the door stops thereby increasing the clear opening to a nominal 32".	
10	4.1.2 Accessible Route Into and Through the Unit	a. The height of the primary entrance door threshold exceeds the maximum 3/4" allowable and is not beveled 1/2 or less on the interior edge (1-1/16" measured). The Guidelines, REQ 4, (4). b. The height of the exterior sliding door threshold exceeds the maximum 1/2" allowable and is not beveled 1/2 or less on the interior edge as required (1" height measured). The Guidelines, REQ 4, (4).	Replace the threshold.  Add bevel strip.	
11	4.1.3 Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.			
12		a. Both receptacles in outlets over the kitchen counters are located higher than the 46" maximum allowed above the floor (47" bottom receptacle, 48 1/2" top receptacle). The Guidelines, REQ 5.	Lower or install after market outlet extender.	
13		a. The walls were not probed for the presence of reinforcing. Representatives of the owner indicated reinforcing was installed. There are no details on the Architectural Plans prepared by Feinberg & Associates indicating areas where reinforcing must be placed.	Install reinforcing where not in required locations.	
14	4.1.4 Reinforced Walls for Grab Bars			
15	4.1.5 Usable Kitchens and Bathrooms	a. In the kitchen, there is not a 30" X 48" clear floor space at the kitchen sink (20% was measured from the centerline of the sink to the face of the adjacent cabinet). The Guidelines, REQ 7, (1) (a)	Move sink 3 1/2" or replace sink base cabinet with a removable cabinet and finish all exposed surfaces when the cabinet is removed.	
16	4.2 2BR, 2BA PLAN			
17	4.2.1 Usable Doors			
18		a. The exterior sliding patio door does not provide a nominal 32" opening (29% measured). The Guidelines, REQ 3, (2).	Manufacturer to replace the door stops thereby increasing the clear opening to a nominal 32".	
19				
20				
21				

A	B	C	D
21		b. The door to the second bathroom does not provide a nominal 32" opening (25% opening measured). The Guidelines, REQ 3, (2). c. The door to the second bedroom does not provide a nominal 32" clear opening (29% opening measured). The Guidelines, REQ 3, (2).	Replace with a wider door.  Install swing clear hinges to provide a nominal 32" clear opening.
22			
23	4.2.2 Accessible Route into and Through the Unit		
24		a. The height of the primary entrance door threshold exceeds the maximum 3/4" allowable and is not beveled 1:2 or less on the interior edge (1-1/16" measured). The Guidelines, REQ 4, (4). b. The height of the exterior sliding door threshold exceeds the maximum 3/4" allowable and is not beveled 1:2 or less on the interior edge as required (1" height measured). The Guidelines, REQ 4, (4).	Replace the threshold.  Add a bevel strip.
25	4.2.3 Outlets, switches, electrical outlets, thermostats and other environmental controls in accessible locations		
26		a. Both receptacles in outlets over the kitchen counters are located higher than the 46" maximum allowed above the floor: (47" bottom receptacle, 48 1/2" top receptacle). The Guidelines, REQ 5.	Lower or install after market outlet extender.
27			
28	4.2.4 Reinforced Walls for Grab Bars	a. The walls were not probed for the presence of reinforcing. Representatives of the owner indicated reinforcing was installed. There are no details on the Architectural Plans prepared by Feinberg & Associates indicating areas where reinforcing must be placed.	Install reinforcing where not in required locations.
29			
30	4.2.5 Usable Kitchens and Bathrooms		
31		a. In the kitchen there is not a 30" x 48" clear floor space parallel to and centered on the range (18" was measured from the adjacent sidewall to the centerline of the range), and is not otherwise accessible. The Guidelines, REQ 7, (1)(a). b. In the second bathroom, there is not a 30" x 48" clear floor space outside the swing of the door (30 1/2", and not the required 48" was measured from the edge of the door to the bathtub). The Guidelines, REQ 7, (2)(a), (1). c. In the second bathroom there is not a 30" x 48" clear floor space parallel to and centered on the lavatory (15" was measured from the adjacent sidewall to the centerline of the sink). The Guidelines, REQ 7, (2)(a)(ii).	Replace range with self cleaning, front-controlled range.  Swing the door out.  Replace the vanity cabinet with a removable cabinet, and finish all exposed surfaces when the cabinet is removed.
32			
33			
34			

A	B	C	D
34	35	<p>d. In the second bathroom there is not 33" clearance at the back wall of the toilet between the bathtub and the vanity (31 1/2" measured). The Guidelines, REQ. 7. (2)(a)(ii).</p> <p>e. In the master bathroom, there is not a 30" x 48" clear floor space parallel to and centered on the lavatory (21 1/2" was measured between the adjacent sidewalls and the centerline of the sink). The Guidelines, REQ. 7. (2)(a)(iii).</p>	<p>See 4.2.5.c above.</p>
35	36		<p>Replace the vanity cabinet with a removable cabinet. Remove all exposed surfaces when the cabinet is removed.</p>

**ATTACHMENT C**  
**NOTICE TO TENANTS**

Dear Tenant,

This is to advise you that, as a result of a settlement in a case brought by the United States against the owners of this apartment complex, we have agreed to modify some of the apartments at Meridian Square to provide greater accessibility for people with disabilities. This work must be completed within the next two and one half years and your unit is one of those that we have agreed does not meet the accessible and adaptive design requirements of the Fair Housing Act. Although your apartment must be retrofitted automatically within the next two and one half years, we want you to know that you may request to have your apartment modified now at no cost to you and we will give your request priority over the other planned retrofits. Otherwise, as we indicate below, we will notify you when we plan to do the construction.

If you do not request immediate retrofits and you stay in your unit for more than two years, we will provide you with at least thirty (30) days notice of when the work will be performed and what will be involved. The work will be completed at no cost to you and there will be no change in your rent as a result of the modifications. We will make every effort not to inconvenience you during this process. However, if the particular work involved at your apartment would require you to leave your apartment for more than twenty-four hours, we will pay you a per diem based on federal government rates for food and lodging to cover some of the expenses you may have. We thank you in advance for your cooperation with this effort and look forward to your continued tenancy.

The Management

## ATTACHMENT D

### NOTICE TO POTENTIAL VICTIMS OF HOUSING DISCRIMINATION

On \_\_\_\_\_, 2004, the United States District Court for the District of New Jersey entered a Consent Decree resolving a lawsuit brought by the United States Department of Justice against the owner/builder and architect of the **Meridian Square Apartments**, 100 Abbi Road in Carteret, New Jersey, alleging that they failed to include certain accessibility features required by the Fair Housing Act in both exterior and interior common areas and in ground floor apartments, and that they failed to comply with the accessibility requirements of the Americans with Disabilities Act in their rental office/model apartment. The owner/builder and architect of the apartments say that they have not violated the law. The Consent Decree requires retrofits to bring the apartment complex into compliance with the accessibility requirements and provides for individual relief to people, including prospective tenants, guests of tenants, current and former tenants who may have been harmed because of the inaccessibility of the apartments.

Under this Consent Order, you may be entitled to receive monetary relief if you or anyone you know:

- **WAS DISCOURAGED OR PREVENTED FROM LIVING AT MERIDIAN SQUARE APARTMENTS BECAUSE OF THE LACK OF ACCESSIBILITY FEATURES IN THE GROUND FLOOR UNITS, AT THE SIDEWALKS, PARKING AREA, TRASH BINS, OR RENTAL OFFICE/MODEL APARTMENT;**
- **HAS BEEN HARMED IN ANY WAY BY THE LACK OF ACCESSIBILITY FEATURES AT MERIDIAN SQUARE APARTMENTS;**
- **PAID TO HAVE AN APARTMENT AT MERIDIAN SQUARE APARTMENTS MADE MORE ACCESSIBLE; or**
- **REQUESTED A REASONABLE, DISABILITY-RELATED CHANGE TO ONE OF THE COMPLEX'S RULES, POLICIES, PRACTICES OR SERVICES THAT WAS DENIED.**

If you wish to make a claim for discrimination on the basis of disability, or if you have any information about persons who may have such a claim, please contact the **United States Department of Justice** at 1-800-\_\_\_\_\_. You may also write to:

Chief, Housing and Civil Enforcement Section  
Civil Rights Division, United States Department of Justice  
950 Pennsylvania Avenue, N.W.—G St.  
Washington, DC 20530

**NOTE: You must call or write no later than \_\_\_\_\_, 2004, or you may send a fax to (202) 514-1116.**

**ATTACHMENT E-1**

**RELEASE**

**RELEASE OF CLAIMS**

In consideration of the payment of the sum of five thousand dollars (\$5000), pursuant to the Consent Order entered in United States v. Carteret Terrace, LLC (D. N.J.), Alliance for Disabled in Action hereby releases the Defendants named in this action from any and all liability for any claims, legal or equitable, the organization may have against them arising out of the issues alleged in the action as of the date of the entry of that Consent Decree. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences, and that I have authority from Alliance for Disabled in Action to do so.

\_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_



ATTACHMENT E-2

RELEASE

RELEASE OF CLAIMS

In consideration of the payment of the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), pursuant to the Consent Order entered in United States v. Carteret Terrace, LLC (D. N.J.), I hereby release the Defendants named in this action from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in the action as of the date of the entry of that Consent Decree. I fully acknowledge and agree that this release of the Defendants shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

\_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT F**  
**EMPLOYEE STATEMENT**

I \_\_\_\_\_, am an employee of [Name of Defendant] \_\_\_\_\_ at [Where duties are performed] \_\_\_\_\_ and my duties include [supervisory employee, site manager involved in the design or construction of covered dwellings] \_\_\_\_\_. I have received and read a copy of the Consent Decree in United States v. Carteret Terrace, LLC and have been given instruction on (1) the terms of this Consent Decree, (2) the design and construction requirements of the Fair Housing Act, (3) the design and construction requirements of the Americans with Disabilities Act (ADA); and (4) my responsibilities and obligations under the Consent Decree, the Fair Housing Act, and the ADA.

[DATE]

\_\_\_\_\_  
[Employee Signature]

**ATTACHMENT G**

**EMPLOYEE ACKNOWLEDGMENT**

On \_\_\_\_\_, 2004, I received a copy of the Consent Decree entered in United States v. Carteret Terrace, LLC, (D.N.J.). I have the Consent Order and I have had any questions answered that I had regarding my legal responsibilities under the decree.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Name of Employer

\_\_\_\_\_  
Name of Employee (Printed)

\_\_\_\_\_  
Employee's Job Position or Title