

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

x

FAIR HOUSING JUSTICE CENTER; and
FRANCIS BENNETT;

Index No. 155954/2021

SETTLEMENT AGREEMENT

Plaintiffs,

-against-

63 WEST REALTY CORP.; 63 WEST LLC;
APT212 INC.; YUXIN GONG; and
GEORGEANN CHANG,

Defendants.

x

WHEREAS, Plaintiffs Fair Housing Justice Center (“FHJC”) and Francis Bennett (“Ms. Bennett”) (FHJC and Ms. Bennett may be referred to collectively as “Plaintiffs”) filed an Amended Complaint on or about January 21, 2022 alleging that Defendants 63 West Realty Corp. and 63 West LLC (collectively, the “63 West Defendants”) and Defendants APT212 Inc., Yuxin Gong, and Georgeann Chang (collectively, the “APT212 Defendants”) violated state and local fair housing laws; and

WHEREAS, the 63 West Defendants and the APT212 Defendants filed Answers to Plaintiff’s pleadings, wherein they have denied all allegations of wrongdoing and liability, and asserted Affirmative Defenses and Cross-Claims;

WHEREAS, Plaintiffs, the 63 West Defendants, and the APT212 Defendants wish voluntarily to resolve the claims raised in the Amended Complaint and Cross-Claims raised in the Answers according to the terms set forth in this Settlement Agreement as a compromise to avoid the cost and uncertainty of litigation; and

WHEREAS, Plaintiffs, the 63 West Defendants, and the APT212 Defendants have agreed in principle to resolve this case, and memorialize the terms of their Agreement as set forth below:

I. TERM AND SCOPE OF AGREEMENT

1. All obligations under this Agreement, unless otherwise specified, shall commence within fourteen (14) calendar days from the date this Agreement is fully executed by the parties ("Effective Date"), and shall continue for a period of three (3) years from the Effective Date.

2. This Agreement shall be binding on the Plaintiffs, the 63 West Defendants and the APT212 Defendants and on any of their owners, members, principals, shareholders, officers, employees, agents, heirs, assigns, and successors in interest, unless otherwise specified.

3. The terms of this Agreement shall apply to the policies and procedures governing and/or relating to all of the residential rental properties owned and/or operated and/or managed by either 63 West Realty Corp. and/or 63 West LLC, including without limitation 235 West 63rd Street, 237 West 63rd Street, 243 West 63rd Street, 247 West 63rd Street, 236 West 64th Street, 240 West 64th Street, 242 West 64th Street, and 244 West 64th Street in Manhattan (collectively, the "Buildings"), and to the policies and procedures of any of the APT212 Defendants for which any of the APT212 Defendants acts as agent or broker.

4. If any of the Buildings are sold or transferred during the term of this Agreement then this Agreement shall continue to apply to the 63 West Defendants and the Buildings.

II. MONETARY RELIEF

5. In consideration for the promises set forth below, the 63 West Defendants and the APT212 Defendants shall pay the total sum of Four Hundred and Fifty Thousand Dollars

(\$450,000.00) (collectively, the Settlement Payments) as set forth below in full and final settlement of all of Plaintiffs' claims for monetary damages, including but not limited to any and all claimed damages, attorneys' fees, and costs. The Settlement Payments shall be made as follows:

- (a) the 63 West Defendants shall pay Plaintiffs Four Hundred and Twenty-Five Thousand Dollars (\$425,000.00) by check to Cuti Hecker Wang LLP's escrow account, payable to "Cuti Hecker Wang LLP, as attorneys" and delivered to Cuti Hecker Wang LLP at 305 Broadway, Suite 607, New York, New York 10007 within thirty (30) days of the full and final execution date of this Agreement; and
- (b) The APT212 Defendants shall pay FHJC Twenty-Five Thousand Dollars (\$25,000.00) by check payable to "Cuti Hecker Wang LLP, as attorneys" and delivered to Cuti Hecker Wang LLP at 305 Broadway, Suite 607, New York, New York 10007 within thirty (30) days of the full and final execution date of this Agreement;

FHJC's counsel agrees to provide the 63 West Defendants and the APT212 Defendants with an executed W-9 form prior to the deadlines for making the Settlement Payments. The 63 West Defendants and the APT212 Defendants shall each issue FHJC's counsel a Form 1099-MISC for 2023 with their respective portions of the Settlement Payments reported in the "Gross proceeds paid to an attorney" box (which is Box 10 on a 2022 Form 1099-MISC, but may change if the Internal Revenue Service publishes a different version of Form 1099-MISC for 2023), and neither the 63 West Defendants nor the APT212 Defendants shall issue any other 1099 form or other information return in connection with the Settlement Payments. The parties acknowledge that Defendants and their counsel do not make, and have not made any representations regarding

the taxability of such amounts or the necessity for making withholdings therefrom, and the Plaintiffs and Plaintiffs' counsel further acknowledge that they have not relied upon any advice or representation by Defendants or their attorneys as to the necessity for withholding from or the taxability of such amounts. Plaintiffs and Plaintiffs' counsel further agree to accept full, complete, sole and entire responsibility for any tax liability, withholding liability, interest or penalty that may be assessed against or incurred as a result of not withholding taxes from the portions of the money paid via an IRS Form 1099-MISC, and agree to fully indemnify and hold the Defendants harmless against any such liability. If the 63 West Defendants or the APT212 Defendants receive notice from any taxing authorities regarding any of the payments accounted for via an IRS Form 1099-MISC, the 63 West Defendants or the APT212 Defendants, as the case may be, will provide Plaintiffs' attorneys with a copy of such notice, within a reasonable period, so that Plaintiffs may address any requests made by such taxing authority.

III. GENERAL INJUNCTIVE RELIEF

6. The 63 West Defendants and the APT212 Defendants represent and warrant that they have fully and completely eliminated any alleged policy requiring or imposing a guarantor or insurance policy on prospective or actual tenants who receive government subsidies, vouchers or assistance in paying their rent, or that it has any policy that otherwise discriminates, directly or indirectly, on the basis of a renter or prospective renter's voucher or rental assistance program. As part of this Agreement, the 63 West Defendants and the APT212 Defendants shall ensure that in the future, their employees and agents fully comply with all policies, and that there shall be no policy requiring or imposing a guarantor or insurance policy on any prospective or actual tenant who receives government subsidies, vouchers, or assistance in paying their rent. Notwithstanding the foregoing, the 63 West Defendants represent that they have a policy requiring all tenant of the Buildings to obtain renters insurance, which they will

continue to apply. The 63 West Defendants, the APT212 Defendants, and their employees and agents shall not discriminate against persons on the basis of their lawful source of income, including without limitation the use of any government housing subsidy or voucher, with respect to the rental of dwellings and housing accommodations in any manner, including without limitation:

- a. Refusing to rent, refusing to negotiate, refusing or failing to provide or offer information about, or otherwise making unavailable, withholding, or denying a dwelling or housing accommodation to persons because of lawful source of income;
- b. Representing that any dwelling or housing accommodation is not available for inspection or rental because of a person's lawful source of income when such dwelling or housing accommodation is, in fact, so available, including refusing on the basis of lawful source of income to show apartments that are available to rent;
- c. Imposing different terms, conditions, or privileges of rental of a dwelling or housing accommodation because of lawful source of income, including stating different amounts of rent for the same apartment and not providing applications to prospective tenants because of lawful source of income; and
- d. Coercing, intimidating, threatening or interfering with any person, in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of rights guaranteed by state and local fair housing laws pertaining to discrimination based on lawful source of income.

7. The 63 West Defendants and the APT212 Defendants shall apply neutral policies, procedures, requirements, rules and regulations to all persons who inquire about apartments to rent or who submit applications for rent.

IV. FAIR HOUSING POLICIES

8. On or before the Effective Date of this Agreement, the 63 West Defendants and the APT212 Defendants shall adopt the attached equal housing opportunity

policy in the form of **Exhibits A and B**, respectively (the "Policy") and adhere to the respective Policy throughout the term of this Agreement. The 63 West Defendants shall distribute the Policy to: (a) all persons directly involved in showing apartments and/or deciding whether and to whom apartments will be shown by the 63 West Defendants (including any and all members, employees, and/or agents); (b), as well as any persons directly involved in managing or maintaining the Buildings; and (c) any and all persons involved in the process of renting apartments at any of the Buildings, including without limitation any employees (including without limitation, secretaries, administrative assistants, project managers, and/or accountants), agents, building superintendents, independent contractors, managing agents, brokers, and sales or rental associates. The APT212 Defendants shall distribute the Policy to any employee, agent, independent contractor or other person who is showing apartments on their behalf or under any of their licenses.

9. Each such person receiving the Policy shall sign the acknowledgement in the form of **Exhibit C** to this Agreement.

10. Throughout the term of the Agreement, the 63 West Defendants shall ensure that for each apartment that becomes available to rent in any of the Buildings, an advertisement (whether alone or in combination with other available apartments) shall be posted on the "apartments/housing for rent" subpage of Craigslist's New York City website (<https://newyork.craigslist.org/search/apa>) or an equivalent widely publicized and accessible website such as Zillow or Streeteasy ("Advertisement"), describing the features of the available unit or units. Each Advertisement shall include, but not be limited to the following information: (a) the number of bedrooms, (b) the amount of the rent, (c) the location in which the apartment is located, (d) that the apartment is being shown and is available, (e) the contact information for the person designated to show the apartment (who shall have been trained pursuant to Paragraphs

19-25 below), (f) the phrase "Equal Housing Opportunity." in a large font (at least 4 points larger than the font for the remainder of the advertisement or, on StreetEasy, in bold and all caps) along with the sentence: "Government vouchers such as Section 8 and CityFHEPS are accepted."

Until the Advertisement is so posted, the 63 West Defendants and each of their principals, agents, employees, or contractors shall not inform any prospective applicants or real estate agents or brokers in writing or verbally about the availability of the apartment, except for real estate agents or brokers who are responsible for posting the Advertisement. However, no one, including such real estate agents or brokers shall take any additional steps toward renting the apartment, shall not show the apartment, and shall not take any other actions to rent the apartment until the Advertisement is posted. The 63 West Defendants shall ensure that for each apartment that becomes available to rent at the Buildings, the Advertisement is posted on www.craigslist.org or the equivalently widely available and public site as specified above at least once per day for at least three consecutive days. The Advertisement requirement set forth in this paragraph shall not apply where a tenant or subtenant residing in any of the Buildings merely wishes to transfer to a different apartment in the same Building; provided, however, that the Advertisement requirement set forth in this paragraph shall apply to the apartment being vacated by any such tenant or subtenant. This obligation does not limit the 63 West Defendants or their principals, agents, employees or contractors from advertising on other websites or in other locations provided (a) that such advertisements are consistent with the requirements of this paragraph; (b) that such advertisements are placed in addition to, and not in lieu of, the Advertisement; and (c) that such advertisements are not placed, and that an available apartment in the Building is not advertised through any channel, until the Advertisement first has been posted for three consecutive days as required above.

11. Throughout the term of the Agreement, the APT212 Defendants shall ensure that for each advertisement posted by any of them or their employees, agents, independent contractors or other persons working under their license(s), such advertisement shall include, but not be limited to the following information: (a) the number of bedrooms, (b) the amount of the rent, (c) the location in which the apartment is located, (d) that the apartment is being shown and is available, (f) and the phrase "Equal Housing Opportunity." in a large font (at least 4 points larger than the font for the remainder of the advertisement, or in the case of StreetEasy in bold and all caps) along with the sentence: "Government vouchers such as Section 8 and CityFHEPS are accepted."

12. During the term of this Agreement, the 63 West Defendants shall not permit any rental agent or broker or other person or entity to represent it in connection with the Buildings, and/or to show its vacant apartments or find renters for the Buildings, unless such agent, broker, person, or entity has been trained pursuant to Paragraphs 19-25 below.

13. During the term of this Agreement, the APT212 Defendants shall not permit any rental agent or broker or other person or entity to show vacant apartments or find renters for landlords unless such agent, broker, person, or entity has been trained pursuant to Paragraphs 19-25 below.

14. The 63 West Defendants shall ensure that no prospective or actual tenant be required to pay any application, broker, or other fees in connection with applying for or renting any apartment in the Buildings in any manner that would discourage or prevent applicants with rental subsidies from applying or successfully renting an apartment, including without limitation by allowing the fees to be paid by or subsidized by government assistance. The 63 West Defendants shall maintain records sufficient for FHJC to understand their implementation of this provision.

15. The 63 West Defendants shall ensure that a sign is posted and displayed, in the form attached hereto as **Exhibit D**, that includes the telephone number and email of Jackie Miller, 212-769-2000, leasing@63west.com, and that indicates that inquiries about renting an apartment should be directed to the telephone number on the sign. The sign shall be posted prominently, such that it is plainly visible to individuals who maybe interested in inquiring about housing at any of the Buildings. The 63 West Defendants shall ensure that this sign remains so posted continuously and is promptly replaced if ever removed by a third party.

16. The 63 West Defendants shall ensure that a Housing and Urban Development (“HUD”) fair housing poster, HUD Form 928.1, which is attached hereto as **Exhibit E**, is posted and prominently displayed, such that it is plainly visible to individuals who may be interested in inquiring about housing for rent. The 63 West Defendants shall ensure that these posters remain so posted continuously and are promptly replaced if ever removed by a third party.

17. The APT212 Defendants shall ensure that a Housing and Urban Development (“HUD”) fair housing poster, HUD Form 928.1, which is attached hereto as **Exhibit E**, is posted and prominently displayed at any office they may maintain, such that it is plainly visible to individuals who may be interested in inquiring about housing for rent. The APT212 Defendants shall ensure that these posters remain so posted continuously and are promptly replaced if ever removed by a third party.

18. The 63 West and the APT212 Defendants shall ensure that the following sentences are printed in a readable, legible, and visible manner on their form rental applications given to prospective applicants for apartments and given to prospective applicants who inquire about available apartments:

“We do not discriminate on the basis of race, color, national origin, religion, sex, familial status, disability, age, marital status, military status, sexual orientation, gender identity, lawful source of income, alienage/citizenship status, domestic partnership status, lawful occupation, and any other characteristics protected by law.”

V. FAIR HOUSING TRAINING

19. The 63 West Defendants state that they have already undergone anti-discrimination training (“Training”). Nevertheless, within thirty (30) calendar days after this Agreement is executed, the 63 West Defendants shall require that fair housing training (the “Training”) be provided to each of the Buildings’ general manager(s), office manager(s), secretaries, assistants, as well as all real estate agents, brokers or salespersons that the 63 West Defendants intend to use as agents for the Buildings, as well as any other employees who will have direct or indirect involvement in the renting of apartments in the Buildings, including by fielding calls, responding to ad hoc inquiries, or providing information about how applications can be made or vacancies viewed will receive the Training.

20. The APT212 Defendants likewise will require that the Training be provided to each person employed or affiliated with the APT212 Defendants or any real estate license affiliated with any APT212 Defendant who provides residential real estate brokerage or agency services.

21. The Training will be conducted by an entity or person designated or approved by FHJC, and the reasonable cost of the Training shall be paid by the 63 West Defendants and the APT212 Defendants, respectively. The 63 West Defendants and the APT212 Defendants shall be responsible for any rental cost to secure the location for the Training, which shall take place at a reasonably convenient location designated by the 63 West Defendants or the APT212 Defendants at a suitable business office containing a table and sufficient chairs for the trainer and each trainee. The 63 West Defendants and the APT212 Defendants shall use their

best efforts to identify at least two (2) dates within the forty-five (45) day period during which all of the individuals required to be trained are available. In the event that the designated or approved trainer is not available to conduct the Training on any of these proposed dates, FHJC shall, in its discretion, either (i) designate an alternative trainer to conduct the Training on one of the proposed dates, or (ii) agree to a reasonable extension of the forty-five (45) day period. If FHJC elects to extend the forty-five (45) day period, the 63 West Defendants and the APT212 Defendants shall use their best efforts to ensure that the Training takes place as soon as possible.

22. The Training referenced in the paragraphs above shall include information about federal, state, and local fair housing laws as they relate to all aspects of the renting of apartments, as well as instruction on the terms of the Agreement.

23. The individuals trained shall verify their attendance at the Training in writing. Within 14 calendar days of the date of the Training required by this Agreement, the 63 West Defendants and the APT212 Defendants shall provide FHJC with a copy of the attendance verifications and the date on which the Training was conducted by sending such verifications via email to Mariann Wang at mwang@chwllp.com, or via Federal Express or other similar overnight courier to FHJC's primary business address, which currently is 30-30 Northern Blvd, Suite 302, Long Island City, NY 11101, to the attention of Executive Director Elizabeth Grossman, or another individual designated by FHJC.

24. The 63 West Defendants shall not permit any rental agent or broker who has not been trained pursuant to Paragraphs 19-25 to represent them in connection with the Buildings. If, during the term of this Agreement, the 63 West Defendants wish to use an agent who has not been trained pursuant to Paragraphs 19-25 to represent them in connection with the Buildings, such agent shall be trained, at the 63 West Defendants' expense, by a trainer to be

approved by FHJC, before he or she shall be permitted by the 63 West Defendants to represent them in connection with the Buildings.

25. The APT212 Defendants likewise shall not permit any rental agent or broker who has not been trained pursuant to Paragraphs 19-25 to represent them in connection with any residential real estate agency or brokerage services.

VI. RECORDKEEPING PROVISIONS

26. The 63 West Defendants shall maintain the following records with respect to the Buildings and with respect to responding to inquires at the Buildings about available apartments for rent throughout the term of this Agreement electronically and/or in paper format:

- a. Signed copies of Exhibits B;
- b. Copies of all Advertisements;
- c. All rental applications; and their attachments, including driver's licenses, passports, or other photograph identification that the 63 West Defendants may require and that are submitted to them or to any of their employees, contractors, or agents;
- d. Records requesting information from applicants regarding how each applicant learned about the Building and/or the apartment for which he or she applied, whether a real estate broker or agent represented the applicant and/or the Building, and the name and company affiliation of any such real estate broker or agent; and
- e. Records sufficient to determine whether a rental application was accepted or denied, the date of such acceptance or denial, and the reason for the denial. Such information may be written and/or stamped on the application or maintained in any reasonable accessible way.

27. Upon reasonable notice and no more than two times per calendar year, the 63 West Defendants shall permit FHJC to inspect and copy the records described in the preceding paragraph, except that FHJC will not be permitted to inspect or copy applicants' addresses, employment information, social security numbers, tax returns, driver's license

numbers, banking information, or credit reports, which may be redacted by the 63 West Defendants.

28. FHJC will treat all information described in Paragraph 26 as confidential information. FHJC will not use any information it learns strictly from its review of the 63 West Defendants' records in any complaint filed in any court, administrative agency, or government agency, unless it is in connection with any action taken by FHJC seeking Defendants' compliance with fair housing laws.

VII. DISMISSAL OF COMPLAINT

29. Upon receipt of the Settlement Payments by Plaintiffs, Plaintiffs' counsel shall file a Stipulation of Dismissal with Prejudice, annexed hereto as **Exhibit F**, providing for the complete dismissal of all claims and Cross-Claims asserted in this action by the parties. The parties agree that this Court may retain jurisdiction for enforcement purposes. FHJC shall at all times be free to move to enforce the terms of this Agreement. Except as expressly provided herein, each side shall bear their own attorneys' fees and costs in this action.

VIII. RELEASES

30. In exchange for the agreement to the terms set forth above, FHJC and Ms. Bennett hereby forever releases and discharges the 63 West Defendants and the APT212 Defendants, as well as their present, past, and/or former parent corporations, subsidiaries, divisions, affiliated entities, shareholders, successors, executors, officers, partners, members, managers, directors, agents, fiduciaries, owners, employees, representatives, and assigns (hereinafter referred to collectively as "Releasees"), with prejudice, from any and all claims that were asserted in this action, or could have been asserted in this action, including, but not limited to any and all claims of discrimination under federal, state, and city law. This release includes,

but is not limited to, any and all claims for costs, expenses, and attorneys' fees. Nothing in this paragraph shall preclude Plaintiffs from seeking to enforce this Agreement.

31. FHJC and Ms. Bennett hereby acknowledge and fully understand that they are releasing claims, demands, causes of action or liabilities, in law or equity, against the 63 West Defendants and the APT212 Defendants that they may not know about which arise from or relate to the allegations in the Complaint or the Amended Complaint filed in this action, and that is their intent. FHJC and Ms. Bennett expressly waive all rights they may have under the law that is intended to prevent unknown claims arising from the allegations in the Complaint or the Amended Complaint filed in this action from being released and acknowledge that they understand the significance of doing so. This Agreement, however, is not intended nor should be understood as limiting Plaintiffs from pursuing any claims that one cannot waive by operation of law.

32. 63 West Defendants and the APT212 Defendants expressly deny that the claims asserted by FHJC and Ms. Bennett in this case have any merit whatsoever, and the 63 West Defendants and the APT212 Defendants expressly deny that they engaged in any wrongdoing of any kind with respect to the Plaintiffs. The parties hereby agree and acknowledge that nothing contained in the Agreement or otherwise shall constitute or be construed as an admission of any alleged liability or wrongdoing by 63 West Defendants or the APT212 Defendants towards FHJC or Ms. Bennett or anyone else.

33. In exchange for the Plaintiffs' agreement to the terms set forth above, the 63 West Defendants and the APT212 Defendants hereby release, acquit, and forever discharge FHJC and Ms. Bennett and each of their respective heirs, employees, parents, owners, members, partners, shareholders, agents, trustees, board members, insurers, bond holders, attorneys, subsidiaries and affiliated entities, with prejudice, from any and all claims, demands, causes of

action, or liabilities, whether at law or in equity, that the 63 West Defendants or the APT212 Defendants now have or ever had against FHJC or Ms. Bennett, arising from or relating to the allegations in the Complaint or the Amended Complaint filed in this action or the bringing of this action. Nothing in this paragraph shall preclude the 63 West Defendants or the APT212 Defendants from seeking to enforce the terms of this Agreement.

34. The 63 West Defendants and the APT212 Defendants hereby acknowledge and fully understand that they are releasing claims, demands, causes of action or liabilities, in law or equity, against Plaintiffs that they may not know about which arise from or relate to the allegations in the Complaint filed in this action, and that is their intent. The 63 West Defendants and the APT212 Defendants expressly waive all rights they may have under the law that is intended to prevent unknown claims arising from the allegations in the Complaint or the Amended Complaint filed in this action from being released and acknowledge that they understand the significance of doing so. This Agreement, however, is not intended nor should be understood as limiting the 63 West Defendants or the APT212 Defendants from pursuing any claims that one cannot waive by operation of law.

35. The 63 West Defendants hereby release, acquit, and forever discharge the APT212 Defendants and their respective employees, parents, owners, members, partners, shareholders, agents, trustees, board members, insurers, bond holders, attorneys, subsidiaries and affiliated entities, with prejudice, from any and all claims, counter-claims, cross-claims, demands, causes of action, or liabilities, whether at law or in equity, that any of the 63 West Defendants now have or ever had against any of the APT212 Defendants, arising from or relating to the allegations in the Answers, Cross-Claims, Complaint or the Amended Complaint filed in this action or the bringing of this action.

36. The APT212 Defendants hereby release, acquit, and forever discharge the 63 West Defendants and their respective employees, parents, owners, members, partners, shareholders, agents, trustees, board members, insurers, bond holders, attorneys, subsidiaries and affiliated entities, with prejudice, from any and all claims, counter-claims, cross-claims, demands, causes of action, or liabilities, whether at law or in equity, that any of the APT212 Defendants now have or ever had against any of the 63 West Defendants, arising from or relating to the allegations in the Answers, Cross-Claims, Complaint or the Amended Complaint filed in this action or the bringing of this action.

37. As a term of this Agreement, the parties have fully considered Medicare's interests pursuant to the Medicare Secondary Payer rules. In doing so, Plaintiff Ms. Bennett affirms that as of the date she signs this Agreement, Ms. Bennett is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Plaintiff Ms. Bennett under this settlement, Ms. Bennett agrees to (i) indemnify, defend and Defendants harmless from any action by CMS relating to medical expenses of Ms. Bennett, (ii) reasonably cooperate with Defendants upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Ms. Bennett is required to indemnify Defendants under this paragraph, and (iii) waive any and all future actions against Defendants for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

VIII. ADMINISTRATION OF AGREEMENT

38. The Supreme Court of the State of New York shall retain jurisdiction to enforce the terms of this Agreement upon the filing of an appropriate motion by either party.

39. The parties to this Agreement shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Agreement prior to filing a motion with the Court to enforce and/or modify this Agreement.

40. If any Plaintiff succeeds in moving to enforce any aspect of this Agreement against any of the 63 West Defendants or the APT212 Defendants due to such Defendant's breach of this Agreement, then such Defendant shall reimburse such Plaintiff for all costs reasonably incurred in connection with such motion, including without limitation reasonable attorneys' fees and the reasonable costs of any testing conducted by FHJC that is directly related to the breach at issue.

41. Any correspondence relating to this Agreement may be sent to FHJC at its primary business address, which is currently 30-30 Northern Blvd, Suite 302, Long Island City, NY 11101, to the attention of Elizabeth Grossman, Executive Director, or another individual designated by FHJC and email to compliancemonitoring@fairhousingjustice.org, with a copy to Cuti Hecker Wang LLP, 305 Broadway Suite 607, New York, New York 10007, to the attention of Mariann Wang and email to mwang@chwllp.com. Any correspondence relating to this Agreement may be sent to Ms. Bennett at her counsel's address: Bianca Cappellini, Legal Services NYC - Bronx, 349 East 149th Street, 10th Floor, Bronx, NY 10451 and email to bcappellini@lsnyc.org. Any correspondence relating to this Agreement may be sent to the 63 West Defendants, with a copy to: (a) Goldberg and Weinberger LLP, 630 Third Avenue, 18th Floor, New York, NY 10017, to be sent via regular mail to the attention of Stuart Weinberger, and email to stuart575@aol.com; and (b) Tilton Beldner LLP, Uniondale, NY 11556, to be sent via

regular mail to the attention of Josh Beldner and email to jbeldner@tiltonbeldner.com. Any correspondence relating to this Agreement may be sent to the APT212 Defendants, with a copy to McLaughlin & Stern, LLP, 260 Madison Avenue, New York, NY 10016, to be sent via regular mail to the attention of Alan Sash and email to asash@mclaughlinstern.com.

IX. SEVERABILITY

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

X. MISCELLANEOUS

43. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time prior to the execution of this Agreement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

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

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

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

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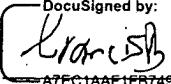
AGREED TO BY THE PARTIES:

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

Elizabeth Grossman, Executive Director
Fair Housing Justice Center

Dated: _____, 2023

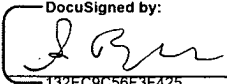
For: FRANCIS BENNETT, *Plaintiff*

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Francis Bennett

Dated: 4/5/2023, 2023

For: 63 West Realty Corp., *Defendant*

By: DocuSigned by:


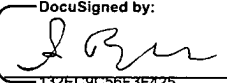
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Saul Bienenfeld clo

(Print Name and Title)

Dated: 4/3/2023, 2023

For: 63 West LLC, *Defendant*

By: DocuSigned by:


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(Signature)

Saul Bienenfeld clo

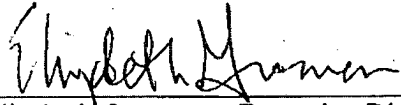
(Print Name and Title)

Dated: 4/3/2023, 2023

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AGREED TO BY THE PARTIES:

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


Elizabeth Grossman, Executive Director
Fair Housing Justice Center


Dated: 4/3, 2023

For: FRANCIS BENNETT, *Plaintiff*

Francis Bennett

Dated: _____, 2023

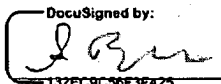
For: 63 West Realty Corp., *Defendant*

By: 
132EC8C50F3F425
(Signature)
Saul Bienenfeld cfo

(Print Name and Title)

Dated: 4/3/2023, 2023

For: 63 West LLC, *Defendant*

By: 
132EC8C50F3F425
(Signature)
Saul Bienenfeld cfo

(Print Name and Title)

Dated: 4/3/2023, 2023

For: APT212 Inc., *Defendant*

By: _____
(Signature)

Dated: _____, 2023

(Print Name and Title)

For: YUXIN GONG, *Defendant*

Yuxin Gong

Dated: _____, 2023

For: GEORGEANN CHANG, *Defendant*

Georgeann Chang

Dated: _____, 2023

AS TO FORM OF AGREEMENT ONLY:

Dated: _____, 2023

Dated: _____, 2023

CUTI HECKER WANG LLP

GOLDBERG AND WEINBERGER LLP

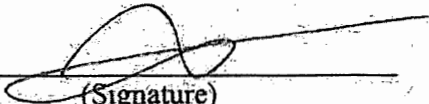
By: Mariann Wang
Mariann Wang
305 Broadway, Suite 607
New York, New York 10007
(212) 620-2600

By: Stuart Weinberger
Stuart Weinberger
630 Third Avenue
New York, NY 10017
(212) 867-9595 ext 313

Attorneys for FHJC

Attorneys for the 63 West Defendants

For: APT212 Inc., *Defendant*

By: 
(Signature)

Dated: Feb 9, 2023

Yaniv Blat Principal
(Print Name and Title)

For: YUXIN GONG, *Defendant*

Yuxin Gong

Dated: _____, 2023

For: GEORGEANN CHANG, *Defendant*

Georgeann Chang

Dated: _____, 2023

AS TO FORM OF AGREEMENT ONLY:

Dated: _____, 2023

Dated: _____, 2023

CUTI HECKER WANG LLP

GOLDBERG AND WEINBERGER LLP

By: _____
Mariann Wang
305 Broadway, Suite 607
New York, New York 10007
(212) 620-2600

By: _____
Stuart Weinberger
630 Third Avenue
New York, NY 10017
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Attorneys for FHJC

Attorneys for the 63 West Defendants

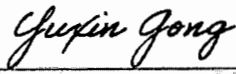
For: APT212 Inc., *Defendant*

By: _____
(Signature)

Dated: _____, 2023

(Print Name and Title)

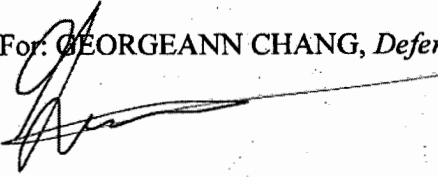
For: YUXIN GONG, *Defendant*



Yuxin Gong

Dated: 02/02, 2023

For: GEORGEANN CHANG, *Defendant*



Georgeann Chang

Dated: _____, 2023

AS TO FORM OF AGREEMENT ONLY:

Dated: _____, 2023

Dated: _____, 2023

CUTI HECKER WANG LLP

GOLDBERG AND WEINBERGER LLP

By: _____

Mariann Wang
305 Broadway, Suite 607
New York, New York 10007
(212) 620-2600

By: _____

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(212) 867-9595 ext 313

Attorneys for FHJC

Attorneys for the 63 West Defendants

Dated: April 5th, 2023

LEGAL SERVICES NYC - BRONX

By: ^{DocuSigned by:}
Bianca Cappellini
06FDEA10FED7468...
Bianca Cappellini
349 East 149th Street, 10th Floor
Bronx NY 10451
(718) 928-2883

Attorneys for Francis Bennett

Dated: _____, 2023

ERIC R. BERNSTEIN, P.C.

By: _____
Eric R. Bernstein
260 Madison Avenue
New York, NY 10016
(646) 219-4810

*Attorneys for Yuxin Gong and
Georgeanna Chang*

SO ORDERED:

Dated: _____

Dated: _____, 2023

MCLAUGHLIN AND STERN

By: _____
Alan Sash
260 Madison Avenue
New York, NY 10016
(212) 448-1100

Attorneys for APT212 Inc.

Dated: _____, 2023

TILTON BELDNER LLP

By: _____
Joshua Beldner
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(631) -629-5291

Attorneys for the 63 West Defendants

Dated: _____, 2023

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Attorneys for Francis Bennett

Dated: _____, 2023

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(646) 219-4810

*Attorneys for Yuxin Gong and
Georgeanna Chang*

Dated: _____, 2023

MCLAUGHLIN AND STERN

By: _____

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(212) 448-1100

Attorneys for APT212 Inc.

Dated: _____, 2023

TILTON BELDNER LLP

By: 

Joshua Beldner
676 RXR Plaza
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(631) -629-5291

Attorneys for the 63 West Defendants

SO ORDERED:

Dated: _____

Dated: _____, 2023

LEGAL SERVICES NYC - BRONX

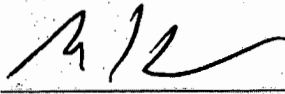
By: _____

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(718) 928-2883

Attorneys for Francis Bennett

Dated: February 10, 2023

MCLAUGHLIN AND STERN

By:  _____

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New York, NY 10016
(212) 448-1100

Attorneys for APT212 Inc.

Dated: _____, 2023

ERIC R. BERNSTEIN, P.C.

By: _____

Eric R. Bernstein
260 Madison Avenue
New York, NY 10016
(646) 219-4810

*Attorneys for Yuxin Gong and
Georgeanna Chang*

Dated: _____, 2023

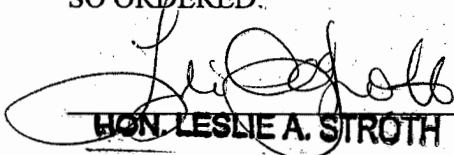
TILTON BELDNER LLP

By: _____

Joshua Beldner
626 RXR Plaza
Uniondale, NY 11556
(631) -629-5291

Attorneys for the 63 West Defendants

SO ORDERED:



HON. LESLIE A. STROTH

Dated: 4/11/2023

EXHIBIT A**EQUAL HOUSING OPPORTUNITY POLICY**

63 West LLC is committed to equal housing opportunity at our apartment buildings located on West 63rd and West 64th Streets in Manhattan. Consistent with this policy, you must not do any of the following during the course of your work for our companies:

1. Refuse to show, refuse to negotiate for the rental of, refuse to rent, or otherwise make unavailable or deny, an apartment to any person because of race, color, religion, creed, gender, sex, familial status, national origin, disability, lawful source of income, marital status, age, sexual orientation, alienage or citizenship status, ethnicity, lawful occupation, military status or a person's status as a victim of domestic violence, sexual abuse, or stalking (each is a "prohibited basis");
2. Discriminate against any person in the terms, conditions or privileges of renting an apartment or in providing services or facilities in connection with renting an apartment because of a prohibited basis, including stating or quoting different rents for the same apartments to people of different races;
3. Make any verbal or written statement, including advertising, with respect to the rental of an apartment that indicates any preference, limitation, or discrimination concerning a prohibited basis; and
4. Represent to any person because of a prohibited basis that any apartment is not available for inspection or rental when such apartment is in fact so available. An apartment is not available to show if an application has been submitted with a deposit to hold the apartment.

You should understand that any violation of this Equal Housing Opportunity Policy will lead to discipline, up to and including termination of your work with our companies.

EXHIBIT B**EQUAL HOUSING OPPORTUNITY POLICY**

APT212 INC., Yuxin Gong and Georgeann Chang are each committed to equal housing opportunities. Consistent with this policy, you must not do any of the following during the course of your work for our companies:

1. Refuse to show, refuse to negotiate for the rental of, refuse to rent, or otherwise make unavailable or deny, an apartment to any person because of race, color, religion, creed, gender, sex, familial status, national origin, disability, lawful source of income, marital status, age, sexual orientation, alienage or citizenship status, ethnicity, lawful occupation, military status or a person's status as a victim of domestic violence, sexual abuse, or stalking (each is a "prohibited basis");
2. Discriminate against any person in the terms, conditions or privileges of renting an apartment or in providing services or facilities in connection with renting an apartment because of a prohibited basis, including stating or quoting different rents for the same apartments to people of different races;
3. Make any verbal or written statement, including advertising, with respect to the rental of an apartment that indicates any preference, limitation, or discrimination concerning a prohibited basis; and
4. Represent to any person because of a prohibited basis that any apartment is not available for inspection or rental when such apartment is in fact so available. An apartment is not available to show if an application has been submitted with a deposit to hold the apartment.

You should understand that any violation of this Equal Housing Opportunity Policy will lead to discipline, up to and including termination of your work with us.

EXHIBIT C

ACKNOWLEDGMENT AND AGREEMENT

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

DATE

NAME (PRINT)

SIGNATURE

EXHIBIT D

**For All Rental Vacancy Inquires in This Building,
Please Contact:**

Jackie Miller

Phone: 212-769-2000

Email: leasing@63west.com

EXHIBIT E

U. S. Department of Housing and Urban Development

**EQUAL HOUSING
OPPORTUNITY****We Do Business in Accordance With the Federal Fair
Housing Law***(The Fair Housing Amendments Act of 1988)*

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

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

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)

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

Previous editions are obsolete

form HUD-928.1 (2/2003)



**EQUAL HOUSING
OPPORTUNITY**

EXHIBIT F

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
FAIR HOUSING JUSTICE CENTER, and
FRANCIS BENNETT,

Plaintiffs,

155954/2021

**STIPULATION OF
DISMISSAL
WITH PREJUDICE**

-against-

63 WEST REALTY CORP., 63 WEST LLC,
APT212 INC., YUXIN GONG, and
GEORGEANN CHANG

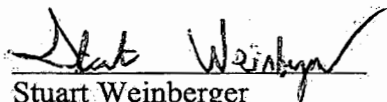
Defendants.

-----X
IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned
counsel of record for Plaintiffs FAIR HOUSING JUSTICE CENTER and FRANCIS
BENNETT, Defendants 63 WEST REALTY CORP., 63 WEST LLC, APT212 INC., YUXIN
GONG, and GEORGEANN CHANG, that any and all claims and cross-claims asserted by the
parties against one another in the above-entitled action are hereby discontinued and dismissed,
with prejudice, without costs or attorneys' fees to any party as against another, except as
specified in the parties' settlement agreement.

Dated: _____, 2023

Dated: April 9, 2023

Mariann Wang
Cuti Hecker Wang LLP
350 Broadway, Suite 607
New York, NY 10007


Stuart Weinberger
Goldberg and Weinberger LLP
630 Third Avenue, 18th Floor
New York, NY 10017

Attorneys for Plaintiff FHJC

Attorneys for 63 West Defendants

Dated: _____, 2023

Dated: _____, 2023

LEGAL SERVICES NYC - BRONX

MCLAUGHLIN AND STERN

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Bronx NY 10451
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By: _____

Alan Sash
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New York, NY 10016
(212) 448-1100

Attorneys for Francis Bennett

Attorneys for APT212 Inc.

ERIC R. BERNSTEIN, P.C.

TILTON BELDNER LLP

By: _____

Eric R. Bernstein
260 Madison Avenue
New York, NY 10016
(646) 219-4810

By:  _____

Joshua Beldner
626 RXR Plaza
Uniondale, NY 11556
(631) -629-5291

*Attorneys for Yuxin Gong and
Georgeanna Chang*

Attorneys for the 63 West Defendants