

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

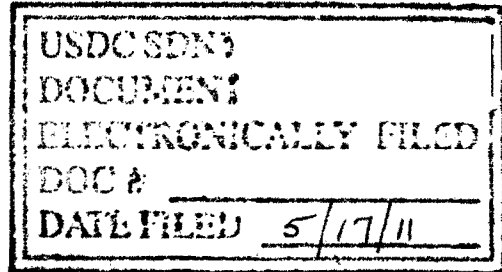
FAIR HOUSING JUSTICE CENTER, Inc.,
JUSTIN CARTER, and LISA DARDEN,

Plaintiffs,

v.

SILVER BEACH GARDENS CORPORATION,
EDGEWATER PARK OWNERS
COOPERATIVE, Inc., and AMELIA LEWIS
d/b/a AMELIA LEWIS REAL ESTATE,

Defendants.



10 CV 912 (RPP)(ECF)

**SETTLEMENT AGREEMENT
AND ORDER**

(As to Silver Beach Gardens
Corporation ONLY)

WHEREAS, the Fair Housing Justice Center ("FHJC"), Justin Carter ("Mr. Carter") and Lisa Darden ("Ms. Darden") filed a complaint on February 4, 2010 alleging that the above captioned defendants violated federal, state, and city fair housing laws;

WHEREAS, Mr. Carter and Ms. Darden have not asserted claims against defendant Silver Beach Gardens Corporation ("Silver Beach") and are therefore not parties to this Settlement Order and Agreement ("Agreement");

WHEREAS, defendant Edgewater Park Owners Cooperative ("Edgewater Park") is not a party to this Agreement and FHJC intends to continue to pursue all its claims against Edgewater Park;

WHEREAS, Silver Beach denies that it has taken any action or committed any wrongdoing or discrimination which violates federal, state, or city fair housing laws;

WHEREAS, FHJC and Silver Beach (the "Parties") wish to voluntarily resolve the claims alleged in the Complaint, according to the terms set forth in this Agreement, to avoid

the cost and uncertainty of litigation and nothing contained herein shall be construed as any admission of liability;

WHEREAS, FHJC and Silver Beach have agreed to the entry of this Agreement by the Court, as indicated by the signatures appearing below;

IT IS HEREBY AGREED by and between FIIJC and Silver Beach that:

I. GENERAL INJUNCTION

1. Silver Beach and all of its employees, directors, and agents, including office staff, Community and Resident Affairs Committee members, security guards, and, in the event that in the future Silver Beach should ever contract with any real estate company, broker, or agent, such real estate company, broker or agent acting in the capacity as an employee or agent of Silver Beach will not discriminate against persons on the basis of race or color in violation of the federal Fair Housing Act, 42 U.S.C. § 3601 *et seq.*; the New York State Human Rights Law, New York Executive Law § 290 *et seq.*; and the New York City Human Rights Law, New York City Administrative Code § 8-107, in any manner, including without limitation:
 - a. refusing to approve the sale or transfer of shares in Silver Beach, refusing or failing to provide information about shares in Silver Beach, or otherwise making unavailable, withholding, or denying shares in Silver Beach to persons because of race or color;
 - b. representing that any property located within Silver Beach is not available for inspection or sale because of a person's race or color when such property is, in fact, so available;
 - c. offering different terms, conditions, or privileges of sale, including shareholder application procedures and shareholder fee waivers, promotions, or other monetary incentives to purchase because of race or color;
 - d. providing different rights or privileges of share ownership in Silver Beach, including but not limited to use of common areas and facilities, because of race or color;

- e. making, printing, publishing, or causing to be made, printed, or published any notice, statement, or advertisement with respect to the sale or transfer of shares in, the sale of homes in or the amenities or benefits of Silver Beach that indicates any preference, limitation, or discrimination on the basis of race, or color;
- f. making a record or inquiry in connection with an application for the transfer or sale of shares which expresses a limitation, specification, or discrimination on the basis of race or color; and
- g. coercing, intimidating, threatening, or interfering with any person, in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of rights guaranteed by the federal Fair Housing Act and state and local fair housing laws.

II. SHAREHOLDER REFERENCE RULE

2. Within thirty (30) days of the date this Agreement is so-ordered by the Court, Silver Beach agrees to permanently, throughout the term of this Agreement and beyond, abolish the requirement that all applications for shares in Silver Beach must include letters of reference from three current Silver Beach shareholders (the "Shareholder Reference Rule").

3. Within thirty (30) days of the date this Agreement is so-ordered by the Court, Silver Beach agrees not to a) require any letter of reference from a current or former Silver Beach shareholder as a condition for becoming a shareholder in Silver Beach, however, an applicant can still submit a reference from a current or former Silver Beach shareholder if the applicant chooses to do so; and b) in the event that the applicant chooses to submit a reference from a current or a former Silver Beach shareholder, Silver Beach agrees not to give any greater weight to reference letters provided by current or former Silver Beach shareholders than given to those provided by non-shareholders.

4. Silver Beach warrants that its agreement to permanently abolish its Shareholder Reference Rule and revise its future shareholder application policies and procedures

regarding reference letters will not expire at the end of the term of this Agreement, and will last permanently.

5. Within thirty (30) days of the date this Agreement is so-ordered by the Court, Silver Beach agrees that it will not consider whether an applicant for shares in Silver Beach knows or does not know current or former Silver Beach shareholders in determining whether to accept the applicant.

6. Within sixty (60) days of the date this Agreement is so-ordered by the Court, Silver Beach shall provide written notice to each Silver Beach shareholder and to counsel for FHJC that the Shareholder Reference Rule has been discontinued.

7. Within sixty (60) days of the date this Agreement is so-ordered by the Court, Silver Beach shall provide written notice of its new shareholder application requirements, policies, and procedures regarding reference letters to each Silver Beach shareholder and counsel for FHJC. Silver Beach shall provide written notice to each Silver Beach shareholder and counsel for FHJC of any further changes to such shareholder application requirements, policies, or procedures within thirty (30) days of the adoption of any such requirements, policies, or procedures, throughout the term of this Agreement.

III. FAIR HOUSING TRAINING

8. Within sixty (60) days of the date this Agreement is so-ordered by the Court, all Silver Beach office employees and all members of the Community and Resident Affairs Committee of the Silver Beach Board of Directors, which includes at least one corporate officer, shall attend a fair housing training program to be conducted by a trainer designated by

FHJC, at a cost not to exceed \$1,500, to be paid by Silver Beach within thirty (30) days after receipt of a bill or invoice from the aforementioned trainer.

9. The training shall last a minimum of three (3) hours and shall include, but not be limited to, the following:

- a. providing information about federal, state and local fair housing laws as they relate to all aspects of the operation of a housing cooperative; and
- b. furnishing to each individual a copy of this Agreement and its Exhibits and informing each individual of his or her duties and obligations under this Agreement.

10. If during the term of this Agreement, Silver Beach hires any new office employees or the membership of the Silver Beach Community and Resident Affairs Committee changes, Silver Beach will notify counsel for FHJC within thirty (30) days of any such change for the purpose of arranging for in-person fair housing training for the new employee or Committee member. The training shall be conducted at the expense of Silver Beach at a reasonable cost and the selection of the trainer will be subject to approval by FHJC.

11. The individuals trained shall verify their attendance at the training in writing. Silver Beach will retain all such verifications for the term of this Agreement.

12. Within thirty (30) days of the date of any training required by this Agreement, Silver Beach shall certify in writing to counsel for FHJC when the training was completed and which individuals attended.

IV. NON-DISCRIMINATION POLICIES

13. Within thirty (30) days of the date this Agreement is so-ordered by the Court, Silver Beach shall adopt a written non-discrimination policy ("Non-Discrimination Policy"), a copy of which is attached to this Agreement as Exhibit A.

14. All current Silver Beach office employees, members of the Silver Beach Board of Directors, and members of any Committee formed by Silver Beach shall be required to read the Non-Discrimination Policy and sign the Acknowledgement and Agreement form, attached to this Agreement as Exhibit B, within thirty (30) days of the adoption of the Non-Discrimination Policy.

15. Any office employee hired by Silver Beach from the date this Agreement is so-ordered by the Court forward shall be required to read the Non-Discrimination Policy and sign the Acknowledgement and Agreement form upon commencement of employment.

16. Any person who becomes either a member of the Silver Beach Board of Directors or a member of a Committee formed by Silver Beach from the date this Agreement is so-ordered by the Court forward shall be required to read the Non-Discrimination Policy and sign the Acknowledgement and Agreement form prior to taking the position as Board or Committee member.

17. Federal and city fair housing posters, attached to this Agreement as Exhibit C, shall be prominently displayed in Silver Beach's office such that they are easily viewable by all employees, guests, and prospective shareholders.

18. The following fair housing policy statement shall be prominently included in all shareholder application packets:

- a. "Silver Beach Gardens Corporation is committed to equal opportunity in housing. We do not discriminate on the basis of race, color, national origin, religion, sex, family status, disability, marital status, age, sexual orientation, gender identity, lawful source of income, lawful occupation, alienage citizenship status, domestic partnership status, or military status."

V. RECORDKEEPING

19. Silver Beach will maintain the following records for the duration of this Agreement:

- a. signed copies of all Acknowledgement and Agreement forms;
- b. copies of all contracts for shares in Silver Beach;
- c. copies of all applications for shares in Silver Beach and any accompanying documentation, including all references, credit reports, tax returns, and other documents relied upon to evaluate and decide whether to accept or deny each application;
- d. if provided by the applicant, driver's license, passport, or equivalent government photographic identification for each person who submits an application for shares in Silver Beach;
- e. documents indicating whether any fee waivers, promotions, or other monetary incentives were made to an applicant for shares in Silver Beach, and the terms of each such offer; and
- f. documents indicating whether each application for shares in Silver Beach was accepted or denied, and the date the application was accepted or denied.

20. Up to one (1) time per year, and upon reasonable notice, Silver Beach shall permit counsel for FIJC to inspect and copy the records described in the preceding paragraph, subject to the condition that all records will remain confidential and that all Social Security numbers, credit reports, tax returns, and any other confidential and/or proprietary information will be redacted by Silver Beach prior to inspection by Plaintiff's counsel. FIJC and its counsel agree that they will not initiate contact any applicant identified in these records and/or any individual listed or used as a reference in any of the applications without prior court approval and subject to the requirements of Section VIII below.

VI. TERM OF AGREEMENT

21. All obligations under this Agreement, unless otherwise specified, shall continue for three (3) years from the date this Agreement is so-ordered by the Court.

22. Any time limits for performance imposed by this Agreement may be extended by the mutual, written agreement of FIJC and Silver Beach, or by the Court after a finding of noncompliance.

VII. MONETARY AGREEMENT

23. Within seven (7) business days from the date this Agreement is so-ordered by the Court, Silver Beach shall pay FIJC and its attorneys, Emery Celli Brinckerhoff & Abady, LLP ("ECBA") one hundred and fifteen thousand (\$115,000) dollars. The payment shall be effected by check from Silver Beach and/or its insurer payable to "Emery Celli Brinckerhoff & Abady LLP as attorneys for FIJC." The payment shall be in full and final settlement of all of FIJC's claims against Silver Beach including, but not limited to, damages, attorneys' fees, and costs. Silver Beach shall tender this payment to Emery Celli Brinckerhoff & Abady LLP, 75 Rockefeller Plaza, 20th Floor, New York, New York 10019.

VIII. ADMINISTRATION OF AGREEMENT

24. This Agreement shall be binding on Silver Beach and any of its employees, directors, agents, representatives, officers, heirs, assigns, subsidiaries, or successors in interest.

25. 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 bringing such matters to the Court for resolution.

26. In the event that counsel for FIJC believes there may exist an incident or incidents of noncompliance with this Agreement, they shall provide Silver Beach with written notice of such belief, along with supporting and/or relevant documentation supporting such belief including electronic recordings (if any) that support such belief. Within thirty (30) days

of receipt of such written notice, Silver Beach shall investigate the allegations and reply in writing to Plaintiff's counsel and provide supporting and/or relevant documentation concerning the incident or incidents and the remedy they have undertaken or propose to undertake. Plaintiff's counsel shall communicate in writing to Silver Beach whether it is satisfied with such remedy and/or explanation of the events.

27. If counsel for FHJC is not satisfied with the remedy and/or explanation, the Parties' counsel will make good faith efforts to meet and confer before filing a motion or otherwise contacting the Court on notice regarding the alleged noncompliance.

28. During the term of this Agreement, the United States District Court for the Southern District of New York shall retain jurisdiction to enforce the terms of this Agreement upon the filing of an appropriate motion by either party. The Parties shall request that the Court indicate in the docket that it is retaining jurisdiction over this Agreement. Upon the finding of good cause shown, the Court may grant such relief as it deems just and proper, including but not limited to (a) extending the term of the Agreement; (b) modifying the Agreement by, *inter alia*, requiring more recordkeeping, training, and/or monitoring; and/or (c) fining Silver Beach or holding it in contempt for its noncompliance.

29. For purposes of this Agreement, any correspondence or notices relating to this Agreement shall be given to FHJC by first class mail addressed to:

Fair Housing Justice Center
5 Hanover Square, 17th Floor
New York, New York 10004
Telephone : (212) 400-8201

And copy to:

Diane L. Houk, Esq.
Emery Celli Brinckerhoff & Abady LLP
75 Rockefeller Plaza, 20th Floor

New York, New York 10019
Telephone: (212) 763-5000

And to Silver Beach by first class mail to:

Silver Beach Gardens Corp.
1 Plaza Place
Bronx, New York 10465
Telephone: (718) 828-2627

And copy to:

Laurie MacDonald Coe, Esq.
Hulnick & Coe
54 Main Street
Tarrytown, New York 10591
Telephone: (914) 631-7768

IX. MUTUAL RELEASES

30. Upon Silver Beach's satisfaction of the terms and conditions of Part VII of this Agreement, FHJC hereby releases, acquits and forever discharges Silver Beach and their respective officers, managers, directors, insurers, employees and agents, with prejudice and subject to this Agreement, from any and all claims, demands, causes of action, or liabilities, at law or in equity, and existing as of the date of this Agreement. Nothing in this paragraph shall preclude FHJC from seeking to enforce the terms of this Agreement, nor shall this paragraph release any other defendant in this action from any of the claims alleged in the Complaint.

31. Silver Beach hereby releases, acquits and forever discharges FHJC, with prejudice and subject to this Agreement, from any and all claims, demands, causes of action, or liabilities, at law or in equity, and existing as of the date of this Agreement.

32. Within five (5) business days of payment being made pursuant to Part VII, the Parties shall file with the Court a Stipulation of Dismissal ("Stipulation") with prejudice in the form annexed hereto as Exhibit D.

X. SEVERABILITY

33. 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 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.

XI. OTHER OBLIGATIONS

34. 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 email shall be treated as an original document. The signature of any party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

Dated this 17th of May, 2011:

EMERY CELLI BRINCKERHOFF &
ABADY LLP

By: *Diane L. Houk*
Diane L. Houk
75 Rockefeller Plaza, 20th Floor

WHITE FLEISCHNER & FINO, LLP

By: *Evan A. Richman*
Evan A. Richman
61 Broadway, 18th Floor

New York, New York 10019
Telephone: (212) 763-5000
Facsimile: (212) 763-5001

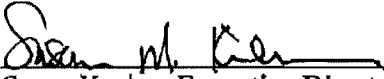
*Attorneys for Plaintiff Fair Housing
Justice Center*

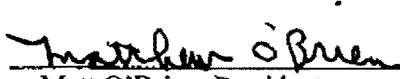
New York, New York 10006
Telephone: (212) 487-9700
Facsimile: (212) 487-9777

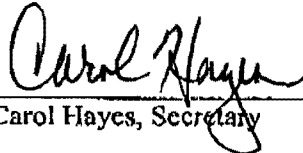
*Attorneys for Defendant Silver Beach
Gardens Corporation*

FAIR HOUSING JUSTICE CENTER, Inc.

SILVER BEACH GARDENS CORP.

By: 
Susan Kurien, Executive Director

By: 
Matt O'Brien, President

By: 
Carol Hayes, Secretary

It is so ORDERED this 17th day of May, 2011.


HON. ROBERT P. PATTERSON, JR. U.S.D.J.

EXHIBIT A**NON-DISCRIMINATION POLICY**

As part of our continuing effort to ensure compliance with federal, state, and local anti-discrimination laws, we would like to take this opportunity to remind all directors, officers, employees, independent contractors, and agents of Silver Beach Gardens Corporation of our policies regarding discrimination.

It is the policy and practice of Silver Beach Gardens Corporation not to engage in or assist the efforts of others to engage in housing discrimination. Consistent with that policy, we remind you that the anti-discrimination laws of the United States, New York State, and New York City are quite specific in the area of housing, and in conformance with those laws, you must not engage in any of the following conduct:

1. Refuse to sell shares in Silver Beach Gardens Corporation to any person because of their race, color, national origin, religion, sex, familial status (having or expecting a child under 18), disability, marital status, age, sexual orientation, gender identity, lawful source of income, lawful occupation, alienage or citizenship status, domestic partnership status, or military status (each a "prohibited basis");
2. Discriminate against any person in the terms, conditions, or privileges of owning shares in Silver Beach Gardens Corporation because of a prohibited basis;
3. Make any verbal or written statement or inquiry with respect to the sale of shares in Silver Beach Gardens Corporation that indicates any preference, limitation or discrimination concerning a prohibited basis, or any statement indicating an intention to make any such preference, limitation or discrimination;
4. Misrepresent to any person because of a prohibited basis that any home located within Silver Beach Gardens Corporation is not available for inspection or purchase when, in fact, you know that such home is available;
5. Discriminate against any person in the provision of services or facilities to which each Silver Beach Gardens Corporation shareholder is entitled, including repairs, use of common areas, and enjoyment of common benefits, because of a prohibited basis;
6. Enter into an agreement that imposes any restriction upon persons to whom homes within Silver Beach Gardens Corporation may be shown or rented because of a prohibited basis;
7. Require the submission of letters of reference from current Silver Beach Gardens Corporation shareholders in support of an application to purchase shares in Silver Beach Gardens Corporation;

8. Direct or steer any individual inquiring about homes to purchase or about the sale or transfer of shares away from Silver Beach Gardens Corporation because of a prohibited basis;
9. Coerce, intimidate, threaten or interfere with any person who is a prospective shareholder or current shareholder or anyone assisting a prospective shareholder or current shareholder to exercise or enjoy the rights guaranteed by the federal Fair Housing Act and state and local fair housing laws.

It is important to understand that any action you take because of race, color, religion, sex or gender, familial status, national origin, disability, marital status, domestic partnership status, age, sexual orientation, alienage or citizenship status, lawful occupation, source of income, or military status, that has the effect of making housing unavailable to persons protected under these laws constitutes a violation of federal, state, and/or local laws.

Providing equal opportunity to all persons is the law. Silver Beach Gardens Corporation is firmly committed to the goal of fair housing. **You should understand that any violation of this non-discrimination policy will lead to disciplinary action, up to and including discharge.**

EXHIBIT B

ACKNOWLEDGMENT AND AGREEMENT

I acknowledge that I have received and read the Settlement Agreement and Order regarding *FHJC, et al. v. Silver Beach Gardens Corporation et al.* including Exhibit A which is a non-discrimination policy that applies to Silver Beach Gardens Corporation.

I agree to comply with the terms of the Agreement and Order, including Exhibit A, and with all federal, state, and local housing discrimination laws.

DATE

EMPLOYEE/AGENT NAME (PRINT)

EMPLOYEE/AGENT SIGNATURE

EXHIBIT C

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**

HOUSING DISCRIMINATION IS AGAINST THE LAW!



UNDER THE NEW YORK CITY HUMAN RIGHTS LAW, YOU ARE PROTECTED AGAINST DISCRIMINATION IN YOUR RIGHT TO HOUSING. IT IS ILLEGAL TO DISCRIMINATE ON THE BASIS OF RACE, ETHNICITY, NATIONAL ORIGIN, ANCESTRY, SEX, SEXUAL ORIENTATION, SEXUAL IDENTITY, AGE, RELIGION, MARITAL STATUS, PREGNANCY, DISABILITY, OR ANY OTHER PROTECTED CHARACTERISTIC. IF YOU BELIEVE THAT YOU ARE A VICTIM OF HOUSING DISCRIMINATION, YOU SHOULD FIRST TRY TO REACH THE NYC Commission on Human Rights, or visit www.nyc.gov/nhr.



NYCCHRR, 110 W. 42nd Street, 10th Floor
PATRICIA L. GATLING, Commissioner/Chair

EXHIBIT D

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FAIR HOUSING JUSTICE CENTER, INC.,
JUSTIN CARTER, and LISA DARDEN,

Plaintiffs,

v.

SILVER BEACH GARDENS CORPORATION,
EDGEWATER PARK OWNERS
COOPERATIVE, INC., and AMELIA LEWIS
d/b/a AMELIA LEWIS REAL ESTATE,

Defendants.

10 CV 912 (RPP)(LCF)

**STIPULATION AND ORDER OF
DISMISSAL WITH PREJUDICE OF
PLAINTIFF FAIR HOUSING JUSTICE
CENTER'S CLAIMS AGAINST SILVER
BEACH GARDENS CORPORATION**

Pursuant to Federal Rule of Civil Procedure 41(a), Plaintiff Fair Housing Justice Center ("FIJC") and Defendant Silver Beach Gardens Corporation ("Silver Beach"), by their respective counsel, hereby stipulate and agree to the dismissal, with prejudice, of FIJC's claims against Silver Beach in this action, , pursuant to the terms of the Settlement Agreement and Order signed by this Court on May 17th, 2011.

EMERY CELLI BRINCKERHOFF &
ABADY LLP

WHITE FLEISCHNER & FINO, LLP

By: _____

Diane L. Houk
75 Rockefeller Plaza, 20th Floor
New York, New York 10019
Telephone: (212) 763-5000
Facsimile: (212) 763-5001

*Attorneys for Plaintiff Fair Housing Justice
Center*

By: _____

Evan A. Richman
61 Broadway, 18th Floor
New York, New York 10006
Telephone: (212) 487-9700
Facsimile: (212) 487-9777

*Attorneys for Defendant Silver Beach
Gardens Corporation*

It is so ORDERED this _____ day of _____, 2011.

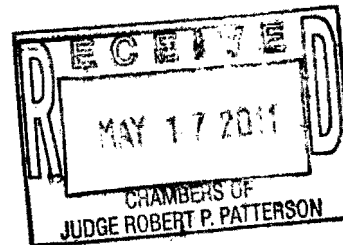
HON. ROBERT P. PATTERSON, JR. U.S.D.J.

EMERY CELLI BRINCKERHOFF & ABADY LLP

RICHARD D. EMERY
 ANDREW G. CELLI, JR.
 MATTHEW D. BRINCKERHOFF
 JONATHAN S. ABADY
 HANN M. MAZEL
 MARIANN MEIER WANG
 O. ANDREW F. WILSON
 KATHERINE ROSENFELD
 ELIZABETH S. SAYLOR
 DIANE L. HOUK
 DEBRA L. GREENBERGER
 EISHA JAIN
 ADAM R. PULVER
 ZOE SALZMAN
 SAM SHAPIRO

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 75 ROCKEFELLER PLAZA
 NEW YORK, NEW YORK 10019

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 (212) 763-5000
 TELECOPIER
 (212) 763-5001
 WEB ADDRESS
 www.ecbalaw.com



May 17, 2011

Via facsimile to (212) 805-7917

The Honorable Robert P. Patterson, Jr.
 United States District Court
 Southern District Of New York
 500 Pearl Street
 New York, New York 10007

Re: *Fair Housing Justice Center, Justin Carter, and Lisa Darden v. Silver Beach Gardens Corp. et al., Case No. 10-CV-912*

Dear Judge Patterson:

We represent plaintiff Fair Housing Justice Center (FHJC) in the above-captioned action, and write with the consent of Evan A. Richman, counsel for defendant Silver Beach Gardens Corporation. By this letter, we are submitting a proposed Settlement Agreement and Order regarding defendant Silver Beach Gardens Corporation for approval by the Court. Upon the Court's so-ordering of the Agreement, FHJC and Silver Beach Gardens Corporation will file a Stipulation and Order for Dismissal, in the form attached as Exhibit D to the enclosed Order, pursuant to ¶ 32 of the Agreement and Order. Defendant Edgewater Park Owners Cooperative is not a party to the enclosed Agreement and Order.

Respectfully submitted,

Diane L. Houk

Enclosure

c: Evan Richman, Esq. via facsimile to (212) 487-9777
 Richard Marin, via facsimile to (212) 661-1141
 Rodrigo Armand, via facsimile to (212) 661-1141