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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ADELE FRIEDMAN,

Plaintiff,

v.

GOODMAN MANAGEMENT CO., INC. and
HIGHPOINT-ON-THE-HUDSON OWNERS, INC.,

Defendants.

10 Civ. 4024 (TPG)

**SETTLEMENT
AGREEMENT AND
ORDER**

WHEREAS, Adele Friedman ("Plaintiff") filed a complaint on May 14, 2010 (the "Complaint") alleging that Goodman Management Co., Inc. ("Goodman") and Highpoint-on-the-Hudson Owners, Inc. ("Highpoint" and together with Goodman, "Defendants") violated federal, state, and city fair housing laws by denying Plaintiff the opportunity to purchase an apartment and refusing to allow her to make reasonable modifications because of her disability;

WHEREAS, on July 7, 2010 Defendants filed an Answer denying many of the allegations in the Complaint, and asserting that no discrimination occurred;

WHEREAS, on October 20, 2010, Goodman filed an Amended Answer denying many of the allegations in the Complaint, and asserting that no discrimination occurred;

WHEREAS, Plaintiff and Defendants wish to voluntarily resolve the claims raised in the Complaint, according to the terms set forth in this Consent Order, in order to avoid the cost and uncertainty of litigation;

WHEREAS Plaintiff and Defendants hereby waive trial or an evidentiary hearing, as well as the entry of findings of fact and conclusions of law, and have agreed to the entry of this Consent Order, as indicated by the signatures appearing below;

IT IS HEREBY ORDERED that:

I. MONETARY SETTLEMENT

1. Defendants shall pay the Plaintiff damages in the amount of \$37,500 by a certified or bank check made out to "Adele Friedman" in full settlement of Plaintiff's claim for damages. Defendants shall tender this payment to the Plaintiff's counsel, Latham and Watkins LLP, 885 Third Avenue, Suite 1000, New York, NY 10022, to the attention of Cameron Smith, within five (5) business days from the entry of this Consent Order.

2. Should the payment pursuant to this Consent Order not be tendered on the day that it is due, Defendants shall pay Plaintiff an additional \$100 per day for each and every day that the payment is late.

3. It is agreed and understood by the parties that Plaintiff has claimed she has suffered physical injury, pain and suffering, and emotional distress stemming from facts alleged in the Complaint. Accordingly, it is the intent and desire of the parties that the Settlement Amount remitted in accordance with the preceding paragraphs be in the nature of compensatory damages received on account of personal physical injury claimed. Plaintiff acknowledges and agrees that Defendants are not providing any tax advice or representation by this Agreement.

II. DISMISSAL OF COMPLAINT

1. Within five (5) days of the deposit and clearance of the check referenced in Section I.1, Plaintiff and Defendants will file a Stipulation of Dismissal with Prejudice in a form identical to that attached hereto as Exhibit A, providing for dismissal of claims and defenses in this action.

III. ADMINISTRATION OF SETTLEMENT

1. The United States District Court for the Southern District of New York shall retain jurisdiction for a period of three (3) years to enforce the terms of this Consent Order upon the filing of an appropriate motion by either party. This Consent Order shall be binding on Defendants and any of their employees, agents, representatives, officers, heirs, assigns, subsidiaries, or successors in interest, as well as on the Plaintiff.

2. The parties to this Consent Order shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Order prior to bringing such matters to the Court for resolution.

3. Each party to this litigation will bear its own costs.

IV. MUTUAL RELEASE

1. Upon satisfaction of the terms and conditions of Section I of this Consent Order, including but not limited to deposit and clearance of the check referenced in Section I.1, Plaintiff hereby releases, acquits and forever discharges Defendants and their officers, managers, directors, employees and agents with prejudice and subject to this Consent Order from any and all claims, demands, causes of action, or liabilities, at law or in equity, whether known or unknown, suspected or unsuspected, and existing as of the date of this Consent Order, related to the allegations made by Plaintiff in the Complaint.

2. Upon satisfaction of the terms and conditions of Section I of this Consent Order, Defendants hereby release, acquit and forever discharge Plaintiff with prejudice and subject to this Consent Order from any and all claims, demands, causes of action, or liabilities, at law or in equity, whether known or unknown, suspected or unsuspected, and existing as of the date of this Consent Order, related to the allegations made by Plaintiff in the Complaint and the defenses Defendants have raised thereto.

V. NON-RETALIATION

1. In accordance with the Federal Fair Housing Act, 42 U.S.C. § 3617, the New York State Human Rights Law, New York Executive Law § 296, and the New York City Administrative Code § 8-107.7, Defendants will not retaliate against Plaintiff because of the filing of the Complaint.

VI. SEVERABILITY

1. If any provision of this Consent Order is declared invalid or unenforceable by a court of competent jurisdiction, it is mutually agreed that this Consent Order 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 Consent Order. 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 Consent Order.

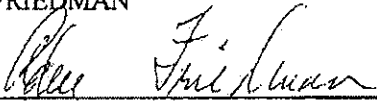
VII. COUNTERPARTS

This Consent Order may be executed in any number of counterparts and each such counterpart shall be deemed to be an original. This Consent Order may be executed by counsel to the Parties. For purposes of executing this Consent Order, 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.

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ADELE FRIEDMAN

By:


Adele Friedman

Care of Cameron Smith
Latham & Watkins LLP
885 Third Avenue
New York, New York 10022-4802
(212) 906-1200

HIGHPOINT-ON-THE-HUDSON
OWNERS, INC.


By:


Jacqueline Elias, President


Care of Tane Waterman & Wurtzel, P.C.
Attorneys For Defendant Highpoint-on-the-
Hudson Owners, Inc.
120 Broadway, Suite 948
New York, New York 10271-0040
(212) 766-4000

GOODMAN MANAGEMENT COMPANY

By:


Richard Goodman
President
Goodman Management Company
2736 Independence Avenue
Suite A
Riverdale, NY 10463

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


The Honorable Thomas P. Griesa

ADELE FRIEDMAN

By: _____
Adele Friedman
Care of Cameron Smith
Latham & Watkins LLP
885 Third Avenue
New York, New York 10022-4802
(212) 906-1200

HIGHPOINT-ON-THE-HUDSON
OWNERS, INC.

By: _____
Jacqueline Elias, President
Care of Tane Waterman & Wurtzel, P.C.
Attorneys For Defendant Highpoint-on-the-
Hudson Owners, Inc.
120 Broadway, Suite 948
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(212) 766-4000

GOODMAN MANAGEMENT COMPANY

By: Richard Goodman
Richard Goodman
President
Goodman Management Company
2736 Independence Avenue
Suite A
Riverdale, NY 10463

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

The Honorable Thomas P. Griesa

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GRIESE, J

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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Plaintiff,

v.

GOODMAN MANAGEMENT CO., INC. and
HIGHPOINT-ON-THE-HUDSON OWNERS, INC.,

Defendants.

10 Civ. 4024 (TPG)

**STIPULATION AND
ORDER OF DISMISSAL
WITH PREJUDICE**

Pursuant to Federal Rule of Civil Procedure 41(a) Plaintiff Adele Friedman ("Plaintiff") and Goodman Management Co., Inc. ("Goodman") and Highpoint-on-the-Hudson Owners, Inc. ("Highpoint" and together with Goodman, "Defendants"), hereby stipulate and agree to the dismissal of Plaintiff's claims in this action, together with any and all defenses of the Defendants against Plaintiff, with prejudice.

All parties to bear their own attorneys' fees and costs.

This Stipulation of Dismissal may be executed in any number of counterparts and each such counterpart shall be deemed to be an original. For purposes of executing this Stipulation of Dismissal, a document signed and transmitted by facsimile machine 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.

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DATED this 9th day of MAY, 2011

Respectfully submitted,

ADELE FRIEDMAN

By: Adele Friedman
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Latham & Watkins LLP
885 Third Avenue
New York, New York 10022-4802
(212) 906-1200

HIGHPOINT-ON-THE-HUDSON
OWNERS, INC.

By: Jacqueline Elias, President
Care of Tane Waterman & Wurtzel, P.C.
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(212) 766-4000

GOODMAN MANAGEMENT COMPANY

By: Richard Goodman
Richard Goodman
President
Goodman Management Company
2736 Independence Avenue
Suite A
Riverdale, NY 10463

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

The Honorable Thomas P. Griesa

DATED this 9th day of May, 2011

Respectfully submitted,

ADELE FRIEDMAN

By: Adele Friedman

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HIGHPOINT-ON-THE-HUDSON
OWNERS, INC.

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GOODMAN MANAGEMENT COMPANY

By: Richard Goodman
Richard Goodman
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Goodman Management Company
2736 Independence Avenue
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Riverdale, NY 10463

It is so ORDERED this 10th day of May, 2011.

Thomas P. Griesa
The Honorable Thomas P. Griesa