

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

JPI CONSTRUCTION, L.P.; MULTIFAMILY
CONSTRUCTION, L.L.C.; JPI APARTMENT
DEVELOPMENT, L.P. D/B/A JPI CAMPUS
QUARTERS; LIFESTYLE APARTMENT
DEVELOPMENT SERVICE, L.L.C.; JEFFERSON
BEND, L.P. D/B/A JEFFERSON AT MISSION GATE
APARTMENTS; JEFFERSON LAKE CREEK, L.P.
D/B/A JEFFERSON CENTER APARTMENTS; and
APARTMENT COMMUNITY REALTY, L.L.C.

Defendants.

Civil Action No. 3:09-cv-412

CONSENT ORDER

I. INTRODUCTION

A. Background

1. This action is brought by the United States to enforce the provisions of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C §§ 3601-3619 (the "Fair Housing Act" or "FHA"), and Title III of the Americans with Disabilities Act, 42 U.S.C. §§ 12181-12189 ("ADA"). Specifically, the United States' Complaint alleges that the Defendants have engaged in a pattern or practice of discrimination against persons with disabilities and denied rights to a group of persons because of disability by failing to design and construct some or all of the 210 multifamily dwellings (hereinafter the "Subject Properties"), as set forth on Appendix A, with the features of accessible and adaptable design and construction required by subsections

804(f)(1), 804(f)(2) and 804(f)(3)(C) of the Fair Housing Act, 42 U.S.C § 3604(f)(1), (2) & (3)(C), and in a manner required by the ADA, 42 U.S.C §12183(a)(1). The United States alleges that various Subject Properties do not comply with the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) (“Guidelines”), or another recognized, comparable, objective measure of accessibility, and do not comply with the ADA Standards.

2. The Defendants deny violating the Fair Housing Act and the Americans with Disabilities Act and assert that they fully support the provisions of those Acts by providing access for persons with disabilities in apartment communities that they designed and constructed in conformity with the requirements of the Acts. The Defendants assert that the Subject Properties were designed and constructed in accordance with the Guidelines, the ADA Standards, and/or other recognized, comparable, objective measures of accessibility. The Defendants further assert that the Subject Properties comply fully with the FHA and ADA and are accessible, adaptable, and usable for persons with disabilities.
3. The Defendants are no longer involved in the design or construction of multifamily dwellings and do not intend to be involved in such business in the future.
4. The Parties have entered into this settlement agreement (“Consent Order”) to resolve the issues in dispute and to avoid the uncertainties and costs of further litigation, and neither this Consent Order nor any of the provisions hereof shall be construed as an admission of liability.

B. Defendants

5. Defendant JPI Construction, L.P. is a limited partnership organized under the laws of Delaware with its principal place of business at 600 E. Las Colinas Boulevard, Suite 1800, Irving, Texas 75039. Defendant JPI Construction, L.P. was a general contractor designing and constructing multifamily dwellings, including dwellings that were built for first occupancy after March 13, 1991. Defendant Multifamily

Construction, L.L.C. is a limited liability company organized under the laws of Delaware with its principal place of business at 600 E. Las Colinas Boulevard, Suite 1800, Irving, Texas 75039 and is a general partner in JPI Construction, L.P.

6. Defendant JPI Apartment Development, L.P. is a limited partnership and was a developer of multifamily dwellings, including dwellings that were built for first occupancy after March 13, 1991. Defendant Lifestyle Apartment Development Service, L.L.C. is a limited liability company and is a general partner in Defendant JPI Apartment Development, L.P. Both entities are organized under the laws of Delaware with their principal place of business at 600 E. Las Colinas Boulevard, Suite 1800, Irving, Texas 75039.
7. Defendant Jefferson Bend, L.P. is a limited partnership organized under the laws of Delaware, with its principal place of business at 600 E. Las Colinas Boulevard, Suite 1800, Irving, Texas 75039. Defendant Jefferson Bend, L.P. was the owner of Jefferson at Mission Gate (Bend) during its design and construction.
8. Defendant Jefferson Lake Creek, L.P. is a limited partnership organized under the laws of Delaware, with its principal place of business at 600 E. Las Colinas Boulevard, Suite 1800, Irving, Texas 75039. Defendant Jefferson Lake Creek, L.P. was the owner of Jefferson Center during its design and construction.
9. Defendant Apartment Community Realty, L.L.C. is a limited liability company organized under the laws of Delaware, with its principal place of business at 600 E. Las Colinas Boulevard, Suite 1800, Irving, Texas 75039. Defendant Apartment Community Realty, L.L.C. is a general partner in Defendant Jefferson Bend, L.P. and in Defendant Jefferson Lake Creek, L.P.

C. Relevant Requirements of the Fair Housing Act

10. The FHA provides that, for residential buildings with an elevator consisting of four or more dwelling units, all units that are designed and constructed for first occupancy after March 13, 1991, are “covered multifamily dwellings” and must include certain basic features of accessible and adaptive design to make such units accessible to or adaptable for use by a person who has or develops a disability. 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(A).
11. The FHA provides that, for non-elevator residential buildings with four or more dwelling units, unless otherwise excluded, all ground-floor units that are designed and constructed for first occupancy after March 13, 1991, are “covered multifamily dwellings” and must include certain basic features of accessible and adaptive design to make such units accessible to or adaptable for use by a person who has or develops a disability. 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(B).
12. The accessible and adaptive design provisions of the FHA require that, for covered multifamily dwellings, (i) the public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability; (ii) all the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by persons with a disability using wheelchairs; (iii) all premises within such dwellings contain the following features of adaptive design: (I) an accessible route into and through the dwelling; (II) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; (III) reinforcements in bathroom walls to allow later installation of grab bars; and (IV) usable kitchens and bathrooms such that an individual using a wheelchair can maneuver about the space. 42 U.S.C. §

3604(f)(3)(C). These features are referred to herein as the “Accessible Design Requirements.”

13. The Subject Properties, excluding certain buildings at Jefferson at Preston, were designed and constructed for first occupancy after March 13, 1991, and therefore all of the units in buildings with elevators and the ground-floor units in non-elevator buildings at the Subject Properties, unless otherwise excluded, are “covered multifamily dwellings” within the meaning of the FHA, 42 U.S.C. § 3604(f)(7)(A) and (B). As such, the covered units and the public and common use areas at the Subject Properties must comply with the Accessible Design Requirements of 42 U.S.C. § 3604(f)(3)(C).

D. Relevant Requirements of the Americans with Disabilities Act

14. The ADA and the ADA Standards for Accessible Design, ADA Accessibility Guidelines for Buildings and Facilities, 28 C.F.R. pt. 36, app. A (“ADA Standards”), that have been issued by the U.S. Department of Justice to implement the design and construction requirements of Title III of the ADA require that all “public accommodations” designed and constructed for first occupancy after January 26, 1993, and the goods, services, facilities, privileges, advantages, or accommodations of those public accommodations, be readily accessible to and usable by persons with disabilities in accordance with certain accessibility standards promulgated under that Act. 42 U.S.C. §§ 12182(a) and 12183(a)(1). A rental or sales office for an apartment, condominium, or patio home complex is a “public accommodation” under the ADA, 42 U.S.C. § 12181(7)(E).

15. The rental and sales offices for the Subject Properties, excluding Jefferson at Preston, were designed and constructed for first occupancy after January 26, 1993,

and therefore the rental and sales offices and the facilities and privileges provided at those offices such as public parking are required to be designed and constructed in accordance with the standards promulgated under the ADA.

II. STATEMENT OF AGREEMENT

16. The parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 3614(a) and 12188(b)(1)(B). The parties further agree that this controversy should be resolved without further proceedings and without an evidentiary hearing or a trial. This Consent Order constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement either written or oral, made by the parties or agents of the parties, that is not contained in this Consent Order will be enforceable under its provisions.
17. The United States hereby releases all claims and covenants and agrees that it will forever refrain from instituting, maintaining, prosecuting, or continuing to maintain or prosecute any suit or action or proceeding, and will not facilitate another person or entity in the filing of a substantially similar suit or action or proceeding as this case, under the FHA and the ADA pertaining to the design and construction of the Subject Properties against the Defendants, Defendants' parent entities, subsidiaries and affiliates, including but not limited to JPI Partners, L.L.C. f/k/a JPI Partners, Inc. a/k/a JPI, JPI Investment Company, L.P., JPI Multifamily Investments, L.P., JPI Service Companies Holding, L.P., and JPI Lifestyle Apartment Communities, L.P., as well as the officers, directors, members, partners, managers, trustees, employees and agents of such entities or individuals, except that nothing in this paragraph shall prevent or limit in any way the United States from fulfilling its obligations under 42 U.S.C. § 3612(o). This paragraph shall survive the expiration of this

Consent Order.

18. As indicated by the signatures appearing below, the parties agree to the entry of this

Consent Order.

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

III. GENERAL INJUNCTION

19. The Defendants 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 the Americans with Disabilities Act, 42 U.S.C. §§12182(a) and 12183(a)(1).
20. The Defendants are enjoined from interfering with or preventing retrofitting at the Subject Properties or the implementation of this Consent Order. The parties agree that the selling of any of the Subject Properties will not constitute a breach of this paragraph.
21. Within thirty (30) days of the date of entry of this Consent Order, the Defendants shall post and prominently display in the sales or rental offices of all Subject Properties owned or operated by them a sign no smaller than 10 by 14 inches indicating that all dwellings are available for rental or sale on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.
22. For the duration of this Consent Order, the Defendants in all future advertising in newspapers, electronic media, pamphlets, brochures and other promotional literature regarding the Subject Properties owned or operated by them, if any, or any new covered multifamily dwellings that any of the Defendants may develop or construct, the Defendants shall place, in a conspicuous location, a statement that the dwelling units include features for persons with disabilities required by the Fair Housing Act.
23. For the duration of this Consent Order, the Defendants shall advise the United

States in writing within fifteen (15) days of Defendants' receipt of any written administrative or legal fair housing complaint against any of the Subject Properties, any Defendant, or any employees or agents of the Defendants working at or for any such Subject Property, regarding discrimination on the basis of disability in housing. Upon reasonable notice, the Defendants shall also provide the United States all information it may request concerning any such complaint. The Defendants shall also advise counsel for the United States, in writing, within fifteen (15) days of the resolution of any complaint.

IV. SETTLEMENT PAYMENTS

24. Within thirty (30) days after the entry of this Consent Order, the Defendants shall cause to be paid to the United States Treasury a total of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) as a civil penalty pursuant to 42 U.S.C. §§ 3614(d)(1)(C) and 12188(b)(C)(I). The payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.
25. Within thirty (30) days after the entry of this Consent Order, the Defendants shall cause to be paid a total of TEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$10,250,000.00) to establish an accessibility fund. The payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.
26. The United States shall use the accessibility fund for the purpose of increasing the stock of accessible housing, including providing funds for retrofits at the Subject Properties, providing funds to make properties accessible in the communities where the Subject Properties are located, and other uses consistent with this purpose and

this Consent Order.

27. The United States shall designate one or more fund administrators to administer the accessibility fund in accordance with its purpose set forth in paragraph 26. The funds shall be administered pursuant to a contract between the fund administrator(s) and the United States. The fund administrator(s) may be reimbursed out of the accessibility fund for reasonable administration expenses associated with administering the fund and managing the retrofits.

28. The provisions relating to the accessibility fund will continue until the funds have been exhausted.

29. In making any retrofits to the Subject Properties, the United States, the fund administrator(s), and their agents will take appropriate steps so as not to interfere unreasonably with the use, operation, or occupancy of the Subject Properties.

30. Delivery of the payments referenced in paragraphs 24 and 25 above shall constitute the only monetary payments required of the Defendants as full consideration for the settlement of this action and the terms of this Consent Order.

V. FUTURE DESIGN AND CONSTRUCTION

31. If the Defendants reenter the multifamily development or construction business during the term of this Consent Order,

(a) the Defendants shall design and construct all future covered multifamily dwellings to fully comply with the requirements of the FHA, a HUD-recognized safe harbor or another recognized, comparable, objective measure of accessibility, the ADA, and the ADA Standards; and

(b) for the duration of this Consent Order, the Defendants shall provide to the United States, the following information and statements regarding any covered multifamily

dwellings built for first occupancy after the date of execution of this Consent Order, that are developed, built, designed, constructed, or engineered in whole or in part, by any of the Defendants or by any entities in which they have a position of control or have a ten-percent (10%) or larger ownership share:

- a. the name and address of the covered multifamily dwellings;
- b. a description of the covered multifamily dwelling project and the individual units;
- c. the name, address, and telephone number of the civil engineer(s) involved with the covered multifamily dwelling project;
- d. a statement from all civil engineer(s) involved with the covered multifamily dwelling project acknowledging and describing his/her knowledge of and training in the requirements of the Fair Housing Act, the requirements of 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 FHA, a HUD-recognized safe harbor or another recognized, comparable, objective measure of accessibility, the ADA, and the ADA Standards;
- e. the name, address and telephone number of the architect(s) involved with the covered multifamily dwelling project;
- f. a statement from all architect(s) involved with the covered multifamily dwelling project, acknowledging and describing his/her knowledge of and training in the requirements of the FHA, the requirements of the ADA, and in the field of accessible site and unit 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 FHA, a HUD-recognized safe harbor or another recognized, comparable, objective measure of accessibility, the ADA, and the ADA Standards;
- g. if the engineering documents or architectural plans are revised, and the revisions could have any impact on the accessibility of the dwellings or project, each of the Defendants shall obtain, maintain, and provide to the United States upon request, a statement from the site engineer(s) or architect(s), who are employed or retained by any Defendant or and are involved with the multifamily dwelling project, as applicable, that all specifications in the revised engineering documents or architectural plans, as pertinent, comply with the requirements of the FHA, a HUD-recognized safe harbor or another recognized, comparable, objective measure of accessibility,

the ADA, and the ADA Standards.

32. If the Defendants reenter the multifamily development or construction business during the term of this Consent Order,
- (a) within thirty (30) days thereafter, the Defendants shall provide a copy of this Consent Order to all their agents and employees involved in the design or construction of any covered multifamily dwelling, and secure the signed statement from each agent or employee acknowledging that he or she has received and read the Consent Order, and has had an opportunity to have questions about the Consent Order answered. This statement shall be substantially similar to the form of Appendix B; and
 - (b) within thirty (30) days after the date he or she commences an agency or employment relationship with a Defendant, each new agent or employee involved in the design and construction of any covered multifamily dwelling property shall be given a copy of this Consent Order and be required to sign the statement acknowledging that he or she has received and read the Consent Order, and has had an opportunity to have questions about the Consent Order answered. This statement shall be substantially similar to the form of Appendix B.
33. If the Defendants reenter the multifamily development or construction business during the term of this Consent Order, the Defendants shall also ensure that they, their employees, and their agents who have primary management authority over the design and/or construction of covered multifamily dwellings have a copy of, are familiar with, and personally review, the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991), and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, A Manual to Assist Builders in

Meeting the Accessibility Requirements of the Fair Housing Act (August 1996, Rev. April 1998).

34. If the Defendants reenter the multifamily development or construction business during the term of this Consent Order, all of their employees and agents whose duties, in whole or in part, involve the management, sale and/or rental of covered multifamily dwellings, shall be informed of those portions of the Fair Housing Act that relate to accessibility requirements, reasonable accommodations, and reasonable modifications.
35. If the Defendants reenter the multifamily development or construction business during the term of this Consent Order, within ninety (90) days thereafter, the Defendants and all their employees and agents whose duties, in whole or in part, will involve primary management authority over the development or will involve the design and/or construction of covered multifamily dwellings shall undergo training on the design and construction requirements of the FHA and the ADA, unless they have already had similar training within the last four years that is retroactively approved by the United States. The training shall be conducted by a qualified individual approved by the Department of Justice, and any expenses associated with this training shall be borne by the Defendants. The Defendants shall provide to the United States, within thirty (30) days after the training, the name(s), address(es) and telephone number(s) of the trainer(s); copies of the training outlines and any materials distributed by the trainers; and certifications executed by all the Defendants, and their covered employees and agents, confirming their attendance, in a form substantially equivalent to Appendix C.
36. If the Defendants reenter the multifamily development or construction business

during the term of this Consent Order, within one hundred eighty (180) days thereafter, the Defendants shall submit to the United States an initial report containing the reporting required by paragraph 31(b) on any future design and construction by the Defendants and containing the signed statements of the Defendants, and their employees and agents, who have completed the training program specified in paragraph 35 of this Consent Order. Thereafter, during the term of this Consent Order, on each anniversary of the entry of this Consent Order, the Defendants shall submit to the United States a compliance report detailing the Defendants' compliance with this Consent Order including details on the reporting required by paragraph 31(b) on any future design and construction and the signed statements of their new employees and agents that, in accordance with paragraph 32(b) of this Consent Order, they have received and read this Consent Order, and had an opportunity to have questions about this Consent Order answered, except that the last compliance report shall be due sixty (60) days prior to the final anniversary prior to the expiration of this Consent Order.

37. If the Defendants reenter the multifamily development or construction business during the term of this Consent Order and if the Defendants engage in any future conduct occurring after the entry but before the termination of this Consent Order that leads to a determination of a violation of the design and construction requirements of the Fair Housing Act, such conduct shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii). By agreeing to this paragraph, the parties also expressly agree that this provision shall not be construed as an admission of liability.

38. If the Defendants reenter the multifamily development or construction business

during the term of this Consent Order and if the Defendants engage in any future conduct occurring after the entry but before the termination of this Consent Order that leads to a determination of a violation of the design and construction requirements of the ADA, such violation(s) shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 12188(b)(2)(C)(ii). By agreeing to this paragraph, the parties also expressly agree that this provision shall not be construed as an admission of liability.

39. If the Defendants reenter the multifamily development or construction business during the term of this Consent Order, the Defendants shall preserve for the duration of this Consent Order all design and construction records relating to new properties constructed after Defendants reenter the multifamily development or construction business. Upon reasonable notice to the Defendants' representatives, the United States shall be permitted to inspect and copy any such records or inspect at a reasonable time any new covered multifamily dwellings constructed by the Defendants during the term of this Consent Order, provided, however, that the United States shall endeavor to minimize any inconvenience from such inspections to the Defendants and the residents.

VI. DURATION OF CONSENT ORDER AND TERMINATION OF LEGAL ACTION

40. This Consent Order shall remain in effect for three (3) years after the date of its entry.

41. The Court shall retain jurisdiction for the duration of this Consent Order to enforce the terms of this Consent Order. Following entry of this Consent Order, the Court shall dismiss this case with prejudice.

VII. ENFORCEMENT

42. The breach of any term, covenant, or condition herein contained shall not be deemed to be a breach of any other term, covenant, or condition contained herein. If there is a potential breach of any provision of this Consent Order, the parties agree that the breach does not trigger the re-opening of the underlying case regarding the design and construction of the Subject Properties. Rather, the parties agree that any potential breach will be reviewed as a stand-alone violation of that provision of this Consent Order with proportional remedies to be assessed if any penalties are warranted.

VIII. TIME FOR PERFORMANCE

43. Any time limits for performance imposed by this Consent Order may be extended by the mutual written agreement of the United States and the relevant Defendants.

IX. COSTS OF LITIGATION

44. Each party to this litigation will bear its own costs and attorney's fees associated with this litigation.

X. REPORTING REQUIREMENTS

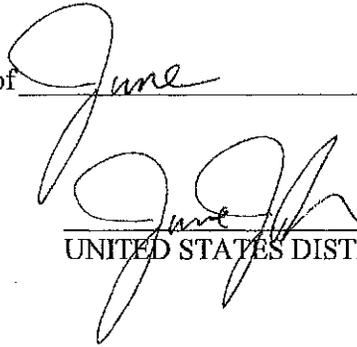
45. If triggered, the reports required by paragraphs 31(b) and 36 of this Consent Order shall be sent to Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 950 Pennsylvania Avenue, N.W., Washington, D.C. 20530, Attn: *United States v. JPI Constr., L.P., et al.*, DJ#175-73-356, or as otherwise directed by the United States. If a submission by facsimile is required, the submission shall be sent to (202) 514-1116, or as directed by the United States.

XI. RECORD RETENTION

46. The parties agree that, as of the date of the entry of this Consent Order, litigation is “not reasonably foreseeable” concerning the matters discussed above. The parties thereby agree that:

- a. to the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described above, the party is no longer required to maintain such litigation hold; and
- b. the parties are expressly permitted to destroy all documents, electronically stored information, or things related to the design or construction of the Subject Properties unless otherwise required to be maintained for any purpose unrelated to this case.

SO ORDERED this 25th day of June, 2012.


UNITED STATES DISTRICT COURT JUDGE

The undersigned apply for and consent to the entry of this Order:

For Plaintiff United States

By:

SARAH R. SALDAÑA
United States Attorney Northern
District of Texas

THOMAS E. PEREZ
Assistant Attorney General
Civil Rights Division

/s/ Lynette S. Wilson
LYNETTE S. WILSON
Assistant United States Attorney
United States Attorney's Office
Northern District of Texas
1100 Commerce Street, Suite 300
Dallas, Texas 75242-1699

/s/ Andrea K. Steinacker
STEVEN H. ROSENBAUM
DC Bar #417585
Chief
MICHAEL S. MAURER
DC Bar # 420908
Deputy Chief
JENNIFER E. MCALLISTER, VA Bar # 71180
PAMELA O. BARRON, VA Bar # 20828
NETA BORSHANSKY, CA Bar # 266295
ANDREA K. STEINACKER, WA Bar # 35688
Trial Attorneys
United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Avenue, N.W. - G St.
Washington, D.C. 20530
202-353-0261
202-514-1116 (fax)

For the Defendants

SESSIONS & SCHAFFER, P.C.

By:

William Lewis Sessions
Texas Bar No. 18041500

Republic Center - Suite 4400
325 North St. Paul Street
Dallas, Texas 75201
Telephone: (214) 217-8855
Facsimile: (214) 723-5346
Email: lsessions@sstexaslaw.com

HOLLAND & KNIGHT LLP

By:

/s/ Christopher B. Hanback
Christopher B. Hanback (*Admitted Pro Hac Vice*)
D.C. Bar No. 232579
Lynn E. Calkins (*Admitted Pro Hac Vice*)
D.C. Bar No. 445854
Rafe Petersen (*Admitted Pro Hac Vice*)
D.C. Bar No. 465542
2099 Pennsylvania Avenue, N.W., Suite 100
Washington, D.C. 20006
Telephone: (202) 955-3000
Facsimile: (202) 955-5564
Email: christopher.hanback@hkllaw.com
Email: lynn.calkins@hkllaw.com
Email: rafe.petersen@hkllaw.com

Paul McDermott (*Admitted Pro Hac Vice*)
Florida Bar No. 855901
100 N. Tampa Street, Suite 4100
Tampa, FL 33602
Telephone: (813) 227-8500
Facsimile: (813) 229-0134
Email: paul.mcdermott@hkllaw.com

APPENDIX A

No.	Property	Address
1	Jefferson Commons-ASU (Tempe)	1655 University Tempe, AZ 8528
2	Jefferson at Scottsdale	17212 North Scottsdale Road Scottsdale, AZ 85255
3	Jefferson on Central	4140 North Central Avenue Phoenix, AZ 85012
4	Jefferson Common at UA (Tucson I)	850 East Wetmore Tucson, AZ 85719
5	Jefferson at Steele Park	411 East Indian School Road Phoenix, AZ 85012
6	Jefferson Estates on Maryland	1802 West Maryland Avenue Phoenix, AZ 85015
7	Jefferson Commons at Star Ranch (Tucson II)	41 South Shannon Road Tucson, AZ 85745
8	Carmel Mountain Ranch	11832 Stoney Peak Drive San Diego, CA 92128
9	Jefferson at Mission Valley I & II	2507 Northside Drive San Diego, CA 92108
10	Jefferson at Emerald Park (Dublin)	5050 Hacienda Drive Dublin, CA 94568
11	Jefferson at Fremont	3400 & 3350 Stevenson Blvd. Fremont, CA 94538
12	Jefferson at Aviara (Mirabella at Aviara)	6610 Ambrosia Lane Carlsbad, CA 92009
13	Jefferson at Town Center (CA)	24905 Magic Mountain Parkway Santa Clarita, CA 91355
14	Jefferson at Bay Meadows	1101 Park Place San Mateo, CA 94403
15	Jefferson at Carmel Pointe	12567 El Camino Real San Diego, CA 92130
16	Jefferson at Empire Lakes	9200 Milliken Avenue Rancho Cucamonga, CA 91730
17	Jefferson at South River (Town-Center II)	24807 Magic Mountain Parkway Santa Clarita, CA 91355
18	Jefferson Commons at Sacramento	6730 4th Avenue Sacramento, CA 95817
19	Jefferson at Fourth Street	11275 5th Street Rancho Cucamonga, CA 91730
20	Jefferson at Fresno	365 East Barstow Fresno, CA 93710

No.	Property	Address
21	Jefferson at Simi Valley	1579 East Jefferson Way Simi Valley, CA 93065
22	Jefferson at Marina del Rey	3221 Carter Avenue Marina del Rey, CA 90292
23	Jefferson at Hollywood	1724 N Highland Avenue Los Angeles, CA 90028
24	Jefferson at Raccoon Creek	6805 W. Bowles Avenue Littleton, CO 80123
25	Jefferson at Greenwood Plaza	7610 E. Caley Avenue Englewood, CO 80111
26	Jefferson at Rock Creek	1880 Enterprise Street Superior, CO 80027
27	Jefferson Commons at CSU (Fort Collins)	125 West Mountain Fort Collins, CO 80524
28	Jefferson at Cheyenne Mountain	1735 Presidential Heights Colorado Springs, CO 80906
29	Jefferson at Fox Hollow	3248 South Newcombe Street Lakewood, CO 80227
30	Jefferson Estates at Lowry	8155 Fairmount Drive Denver, CO 80220
31	Jefferson at Town Center	1001 East 1st Avenue Broomfield, CO 80020
32	Jefferson at Meridian I & II	9875 Jefferson Parkway Englewood, CO 80112
33	Jefferson at Meadow Hills	4260 South Cimarron Way Aurora, CO 80014
34	Jefferson Park at Lowry	8501 East Alameda Denver, CO 80177
35	Jefferson at Aspen Ridge	18851 East Baltic Place Aurora, CO 80013
36	Jefferson Park at Lowry II	8155 Alameda Denver, CO 80230
37	Jefferson at City Gate	2890 Brighton Blvd. Denver, CO 80216
38	Charter Oaks Apartments & Suites (UConn)	200 North Hillside Drive Storrs, CT 06269
39	Jefferson at Penn Quarter	443 7th St., N.W. Washington, DC 20004
40	Jefferson at Logan Circle	1301 M Street, N.W. Washington, DC 20005
41	Jefferson at Jenkins Row	1391 Pennsylvania Ave., S.E. Washington, DC 20003
42	Jefferson at 70 Eye Street	70 Eye Street S.E. Washington, DC 20001

No.	Property	Address
43	Jefferson at 100 Eye Street	100 Eye Street S.E. Washington, DC 20001
44	Jefferson at New Jersey Avenue	909 New Jersey Avenue, S.E. Washington, DC 20003
45	Promenade at Aventura	19680 East Country Club Drive Aventura, FL 33180
46	Jefferson at Coral Square	9111 Ramblewood Drive Coral Springs, FL 33071
47	Jefferson at Deer Creek	500 Jefferson Drive Deerfield, FL 33442
48	Jefferson at Wyndham Lakes	11500 NW 56th Drive Coral Springs, FL 33076
49	Jefferson Commons - FSU (Tallahassee)	1325 W. Tharpe Street Tallahassee, FL 32303
50	Jefferson Summit (Maitland)	9000 Summit Centre Way Orlando, FL 32810
51	Jefferson at Doral	5611 NW 112th Avenue Miami, FL 33178
52	Jefferson Commons - UCF (Orlando)	11841 Jefferson Commons Circle Orlando, FL 32826
53	Jefferson at Flagler	1801 North Flagler Drive West Palm Beach, FL 33407
54	Jefferson at Pembroke Pines (Pines I)	11100 SW 6th St Pembroke Pines, FL 33025
55	Jefferson Common - USF (Tampa)	3424 Jefferson Commons Drive Tampa, FL 33613
56	Jefferson at Imperial River	8675 River Homes Lane Bonita Springs, FL 34135
57	Jefferson at Camino Real	33 East Camino Real Boca Raton, FL 33432
58	Jefferson at Young Circle	1900 Van Buren Street Hollywood, FL 33020
59	Jefferson at Lakeside (Pines II)	699 SW 109th Circle Pembroke Pines, FL 33025
60	Jefferson Lofts (Orlando- UCF II)	1805 Loft Circle Way Orlando, FL 32836
61	Jefferson Place	533 NE 3rd Avenue Ft. Lauderdale, FL 33301
62	Orpington	12700 Orpington Street Orlando, FL 32826
63	Gainesville (Univ. of Florida)	533 SW 2nd Avenue Gainesville, FL 32601
64	Morgan Falls	7785 Roswell Road Dunwoody, GA 30350

No.	Property	Address
65	Windward	3080 Market Place Alpharetta, GA 30202
66	Vinnings	2158 Cumberland Parkway NW Atlanta, GA 30339
67	Jefferson River	6015 State Bridge Road Duluth, GA 30155
68	Jefferson Ridge	3355 McDaniel Road Duluth, GA 30096
69	Jefferson Square	455 DeKalb Industrial Way Decatur, GA 30031
70	Jefferson on the Green	18000 Master's Way Alpharetta, GA 30005
71	Jefferson at Lenox Park	1050 Lenox Park Blvd. Atlanta, GA 30319
72	Jefferson at Peachtree	2432 Johnson Ferry Road Chamblee, GA 30341
73	Clarke-Atlanta (Heritage Commons)	15 James P. Brawley Drive, SW Atlanta, GA 30314
74	Clarke-Atlanta (Phase II)	128 Mildred Street SW Atlanta, GA 30314
75	Jefferson Commons-Lafayette (Purdue)	2243 US Hwy 52 West West Lafayette, IN 47096
76	Jefferson Commons - Lawrence (KU)	2511 West 31st Street Lawrence, KS 66047
77	Jefferson Commons-Brightside Crossing (LSU)	1443 Brightside Drive Baton Rouge, LA 70820
78	University of Louisiana at Monroe (ULM I)	4106 Bon Aire Drive Monroe, LA 71208
79	University of Louisiana at Monroe (ULM II)	4107 Bon Aire Drive Monroe, LA 71208
80	Jefferson Park (Den Rock)	100 Hawthorne Way South Lawrence, MA 01843
81	Jefferson at Wheeler Hill	21 Austen Way Marlborough, MA 01752
82	Jefferson at Salem Station	190 Bridge Street Salem, MA 01970
83	Jefferson at Washington Crossing	55 Cedar Street Woburn, MA 01801
84	Jefferson at Bellingham	151 North Main Street Bellingham, MA 02019
85	Jefferson Station (Dedham)	501 Rustcraft Road Dedham, MA 02026
86	Admiral's Hill	1000 Justin Drive Chelsea, MA 02150

No.	Property	Address
87	Jefferson at Pin Oak	3635 Elder Oaks Blvd. Bowie, MD 20716
88	Jefferson at College Park (MD)	9091 Baltimore Avenue College Park, MD 20740
89	Jefferson Villa	11750 A Old Georgetown Road Rockville, MD 20852
90	Jefferson at King Farm	465 Elmcroft Blvd Rockville, MD 20850
91	Jefferson at Fallsgrove	102 Fallsgrove Blvd Rockville, MD 20850
92	Jefferson at Thomas Farm (Fallsgrove II)	102 Fallsgrove Blvd. Rockville, MD 20850
93	Congressional Village	1701 Rockville Pike Rockville, MD 20852
94	Inigo's Crossing	5405 Tuckerman Lane Rockville, MD 20852
95	Jefferson Commons - WMU (Kalamazoo)	5800 Jefferson Commons Drive Kalamazoo, MI 49009
96	Jefferson at Plymouth	6110 Quinwood Lane North Plymouth, MN 55442
97	Jefferson Commons – University of Minnesota	609 Huron Blvd. SE Minneapolis, MN 55414
98	Berry Street (Univ. of Minnesota II)	950 Jefferson Commons Circle St. Paul, MN 55114
99	Jefferson on the Plaza	4800 Oak Street Kansas City, MO 64112
100	Jefferson Commons – Columbia	2500 Old Hwy 63 South Columbia, MO 65201
101	Jefferson Creekside	4101 Double Creek Crossing Drive Charlotte NC 28269
102	Wingate	107 East Wilson Wingate, NC 28174
103	Jefferson at Cary Towne	442 Jefferson Towne Drive Raleigh, NC 27606
104	North Carolina State (Wolfpack)	2717 Western Blvd. Raleigh, NC 27606
105	Jefferson on Merrimack	38A Hawthorne Drive Bedford, NH 03110
106	Jefferson at Aberdeen Station	1000 Central Avenue Aberdeen, NJ 07747
107	Jefferson at Merritt Park	80 Jefferson Blvd. Fishkill, NY 12524
108	White Plains	300 Mamaroneck Avenue White Plains, NY 10601

No.	Property	Address
109	Jefferson at Sugar Run (New Albany)	5501 New Albany Road New Albany, OH 43054
110	Jefferson Commons – OSU (Columbus)	1170 Kinnear Road Columbus, OH 43212
111	Jefferson Commons – OSU (Stillwater)	1822 North Perkins Road Stillwater, OK 74075
112	Jefferson Commons – OSU II (Stillwater)	200 North Cleveland Stillwater, OK 74048
113	Jefferson Commons – Penn State I	601 Vairo Blvd. State College, PA 16803
114	Jefferson at Westtown	1000 Skiles Blvd Westchester, PA 19382
115	Jefferson Commons – The Pointe (Penn State II)	501 Vairo Blvd. State College, PA 16803
116	University of California – Pennsylvania	255 California Avenue Brownsville, PA 15417
117	Jefferson Woods (Middletown)	100 Harper's Crossing Langhorne, PA 19047
118	University of California – Pennsylvania (Cal-Penn II)	255 California Avenue Brownsville, PA 15417
119	Providence Place	100 Providence Place Providence, RI 02903
120	Jefferson at Cool Springs	101 Gillespie Drive Franklin, TN 37067
121	Jefferson Farms	201 Gillespie Drive Franklin, TN 37067
122	Jefferson Commons-UT (Knoxville)	1640 Grand Avenue Knoxville, TN 37916
123	Jefferson River Estates	1445 River Estates Drive Memphis, TN 38103
124	Jefferson at Preston	6820 Preston Road Plano, TX 75024
125	Jefferson Place (TX)	6306 N. MacArthur Blvd. Irving, TX 75039
126	Jefferson Creek	800 West Royal Lane Irving, TX 75039
127	Jefferson on the Cliffs	1635 Brown Blvd. Arlington, TX 76006
128	Lakeshore at Preston	3700 Preston Plano, TX 75093
129	Villas at Beaver Creek	1000 Meadow Creek Drive Irving, TX 75039
130	Jefferson on the Green II	3400 Western Boulevard Forth Worth, TX 73037

No.	Property	Address
131	Villas at Barton Creek	3050 Tamarron Blvd. Austin, TX 78746
132	Jefferson at Monfort I	14332 Montfort Dallas, TX 75247
133	Jefferson at Walnut Creek	12113 Metric Blvd. Austin, TX 78758
134	Jefferson at Cedar Springs	4606 Cedar Springs Dallas, TX 75219
135	Jefferson on the Parkway (Haverwood)	19002 Dallas Parkway Dallas, TX 75287
136	Jefferson on the Parkway	1333 Eldridge Parkway Houston, TX 77077
137	Jefferson at Round Grove	201 E. FM 3040 Lewisville, TX 75067
138	Jefferson at Chase Oaks	300 Legacy Drive Plano, TX 75023
139	Jefferson at Stone Creek (Millegan Creek)	6800 McNeil Drive Austin, TX 78729
140	Jefferson Forest	5959 FM 1960 West Houston, TX 77069
141	Jefferson at Monfort II	5711 Preston Oaks Road Dallas, TX 75240
142	Jefferson at Stonehollow	11915 Stonehollow Drive Austin, TX 78758
143	Jefferson at Melrose	1520 Richardson Drive Richardson, TX 75080
144	Jefferson Glen	2801 Airport Freeway Bedford, TX 76021
145	Jefferson at Waters Park	3401 West Parmer Lane Austin, TX 78701
146	Jefferson Village	12840 South Kirkwood Stafford, TX 77477
147	Jefferson at Riverchase	600 S MacArthur Blvd. Coppell, TX 75019
148	Jefferson at Quarry Oaks	6263 McNeil Road Austin, TX 78728
149	Jefferson at Gaston Yard	2572 Gaston Avenue Dallas, TX 75226
150	Jefferson at Spring Creek I	1800 East Spring Creek Plano, TX 75074
151	Jefferson on Congress	1221 South Congress Avenue Austin, TX 78704
152	Jefferson at Oakbend	195 E. Roundgrove Lewisville, TX 75067

No.	Property	Address
153	Jefferson Commons-Parke Green (UT I)	4700 E. Riverside Drive Austin, TX 78741
154	Jefferson at Prestonwood Hills	6601 W. Plano Parkway Plano, TX 75093
155	Jefferson at Sunset Valley	5800 Brodie Lane Austin, TX 78745
156	Jefferson at Treetops	6217 Old Spicewood Springs Road Austin, TX 78731
157	Jefferson at River Oaks	6607 Brodie Lane Austin, TX 78745
158	Jefferson Estates	800 W. Renner Road Richardson TX 75080
159	Jefferson at Chimney Hill	9637 Forest Lane Dallas, TX 75243
160	Jefferson Commons-Parke Green (UT II)	4700 E. Riverside Drive Austin, TX 78729
161	Jefferson at Walkers Bluff (Walnut Creek)	12100 Metric Blvd. Austin, TX 78758
162	Jefferson in the Park (Fielder)	1601 West Arbrook Arlington, TX 76015
163	Jefferson at Frankford	7421 Frankford Road Dallas, TX 75252
164	Jefferson at North End	2323 Field Street North Dallas, TX 75201
165	Jefferson at Spring Creek II	5000 Avenue K Plano, TX 75074
166	Jefferson Hill	7902 N. MacArthur Blvd. Irving, TX 75039
167	Jefferson Oak Place (Midtown)	2350 Bagby Houston, TX 77006
168	Jefferson Commons-TTU (Lubbock)	1002 South Frankford Avenue Lubbock, TX 79416
169	Jefferson at Timberglen	4651 Timberglen Dallas, TX 75287
170	Jefferson at Bryan Place	910 Texas Street Dallas, TX 75204
171	Villa Miranda (Valley Ranch II)	7904 North Glen Drive Irving, TX 75039
172	Jefferson at Mission Gate (Bend)	8025 Ohio Road Plano, TX 75024
173	Jefferson Commons - SWTSU (San Marcos)	1740 Ranch Road 12 San Marcos, TX 78666
174	Jefferson Pines	11100 Louetta Road Houston, TX 77070

No.	Property	Address
175	Jefferson Hill Country (Cannon/Ranch)	3014 William Cannon Austin, TX 78745
176	Jefferson at Scofield Farms	2600 Scofield Ridge Parkway Austin, TX 78727
177	Jefferson at Scofield Ridge	2601 Scofield Ridge Parkway Austin, TX 78727
178	LaValencia (Lake)	10106 E. Technology Blvd. Dallas, TX 75225
179	Jefferson Commons-UNT (Denton)	2700 Colorado Denton, TX 76205
180	University	4400 W. University Dallas, TX 75209
181	Villas at Western Oaks I	8801 LaCresada Drive Austin, TX 78749
182	Jefferson Commons - Ballpark (UT III)	4600 Elmout Drive Austin, TX 78741
183	Jefferson Canyon	11350 Four Points Drive Austin, TX 78726
184	Jefferson Lakes	7655 N. FM 620 Austin, TX 78726
185	Jefferson at Kessler Park	1520 North Beckley Dallas, TX 75203
186	Jefferson Center	8701 West Parmer Road Austin, TX 78729
187	Villas at Western Oaks II	8801 LaCresada Drive Austin, TX 78749
188	Jefferson at Texas Street (Bryan Place II)	2801 Live Oak Dallas, TX 75024
189	Jefferson Common - Town Lake	1109 South Pleasant Valley Austin, TX 78759
190	Las Villas de Merida	1700 South Hamilton Street San Antonio, TX 78207
191	Gables Champion	6500 N Champion Grand View Way Austin, TX 78750
192	Jefferson at Founder's Park (Kessler Park II)	1409 Zang Blvd. Dallas, TX 75203
193	West Campus	600 West 26th Street Austin, TX 78705
194	Westend Station (Ross Avenue II)	407 N Lamar Dallas, TX 75202
195	Jefferson Art's District	1700 N. Routh Dallas, TX 75202
196	Jefferson at Fair Oaks	4201 Jefferson Oaks Circle Fairfax, VA 22033

No.	Property	Address
197	Jefferson at Van Dorn Van Dorn	5901 Coverdale Way Alexandria, VA 22310
198	Jefferson at Loudoun Village	20576 Idlebrook Terrace Sterling, VA 20165
199	Jefferson at President's Park	13800 Jefferson Park Drive Herndon, VA 20170
200	Park (VA)	8063 Genea Way Falls Church, VA 22042
201	Virginia Commonwealth University (VCU - West Broad)	1100 West Broad Street Richmond, VA 23220
202	Jefferson at Carlyle Mill	2201 Mill Road Alexandria, VA 22314
203	Jefferson at Clarendon Center	3000 Washington Blvd Arlington, VA 22201
204	Virginia Commonwealth University (VCU II)	700 West Broad Street Richmond, VA 23220
205	Virginia State University (VSU)	4010 J. Mitchell Drive Petersburg, VA 23803
206	Jefferson at Sullivan's Place (Edsall Road)	6461 Edsall Road Alexandria, VA 22312
207	The Byron	513 West Broad Street Falls Church, VA 22046
208	Jefferson at Mill Creek	14420 North Creek Drive Mill Creek, WA 98012
209	Jefferson at Marymoor	6318 E. Lake Samammish Pkwy NE Redmond, WA 98052
210	Jefferson Talus (Cougar Mountain)	2128 NW Shy Bear Way Issaquah, WA 98027

APPENDIX B

ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER

On _____, I received copies of and have read the Consent Order entered by the federal district court in *United States v. JPI Constr., LP., et al*, No. 3:09-cv-0412-B (N.D. Tex.). I have had all of my questions concerning the Consent Order and the Fair Housing Act answered to my satisfaction.

(Signature)

(Print name)

(Position)

(Date)

APPENDIX C

**CERTIFICATION OF FAIR HOUSING
TRAINING**

On _____, I attended training on the federal Fair Housing Act, including its requirements concerning accessibility for persons with a disabilities. I have had all of my questions concerning the Fair Housing Act answered to my satisfaction.

(Signature)

(Print name)

(Position)

(Date)