

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,	:	
	:	
Plaintiff,	:	
v.	:	
	:	
J. RANDOLPH PARRY ARCHITECTS, P.C., <i>et al.</i> ,	:	
	:	No. 5:20-cv-06249-JMG
Defendants,	:	
	:	
and	:	
	:	
GAHC3 BETHLEHEM PA ILF, LLC, <i>et al.</i> ,	:	
	:	
Rule 19 Defendants.	:	

LIFEQUEST NURSING CENTER CONSENT ORDER

I. INTRODUCTION

1. This action is brought by the United States to enforce provisions of the Fair Housing Act (“FHA”), [42 U.S.C. §§ 3601-3619](#) and the Americans with Disabilities Act (“ADA”), [42 U.S.C. §§ 12181-12189](#). Specifically, the United States’ Second Amended Complaint alleges that 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 covered multifamily dwellings with the features of accessible and adaptive design and construction required by the FHA, [42 U.S.C. § 3604\(f\)\(1\)](#), [\(f\)\(2\)](#), and [\(f\)\(3\)](#), and as required by the ADA, [42 U.S.C. § 12183\(a\)\(1\)](#). *See* [ECF No. 41](#). These covered multifamily dwelling units include properties for seniors, including independent living, assisted living, and memory support dwelling units.

2. The United States and Defendant LifeQuest Nursing Center, a Pennsylvania non-profit corporation (“LifeQuest” or “Defendant”), have entered into this Consent Order (hereinafter

“Order”) (collectively “Parties”) and agree that this Court has jurisdiction over the subject matter of this case under 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.

3. LifeQuest denies that it engaged in any form of intentional or willful discrimination against persons with disabilities and states that at all times they have attempted to comply with all applicable federal laws, including those requiring accessibility in design and construction.

4. The Parties agree that this Order is being entered into by LifeQuest as a compromise of disputed claims, and to avoid the cost and burden of litigation, and should not be deemed an admission of liability by LifeQuest. The United States acknowledges that LifeQuest initiated good faith efforts to address accessibility issues in the property that it owns and operates.

5. As indicated by the signatures appearing below, the Parties agree to the entry of this Order.

II. DEFINITIONS

6. “Subject Property” means the LifeQuest Assisted Living Center (“ALF”) known as The Villages at LifeQuest located at 2100 Cherry Blossom Lane, Quakertown, PA 18951.

7. “Defendant” means LifeQuest Nursing Center (“LifeQuest”).

8. “Accessible Design Requirements” means the requirements that are listed in the accessible and adaptive design provisions of the FHA and stated in paragraph 14.

9. “Inspection Report” is the report created after the implementation of the retrofits required in Appendices A-C, and Neutral Inspection by an inspector which will describe any deficiencies in the required retrofits at the Subject Property, including digital photographs.

III. RECITALS

A. Subject Property

10. As set forth herein, and in the Second Amended Complaint, LifeQuest participated in the design and construction of the ALF, a new construction project with its campus in Quakertown, PA. The ALF is a 124-unit assisted living facility that offers various amenities to its residents. The ALF received its certificate of occupancy on October 22, 2019. The architect was J. Randolph Parry Associates, P.C. (“Parry” or “Architect Defendant”). LifeQuest is the current owner and operator of the ALF. The ALF is located adjacent to the LifeQuest Nursing Center, which is a 140-bed skilled nursing facility.

11. For purposes of this Order, the Parties agree that the ALF is subject to the accessible design and construction requirements of the FHA, [42 U.S.C. § 3604\(f\)\(1\)](#), [\(f\)\(2\)](#), and [\(f\)\(3\)](#), and the ADA, [42 U.S.C. § 12183\(a\)\(1\)](#).

B. Relevant Requirements of the Fair Housing Act

12. 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 persons with disabilities. [42 U.S.C. § 3604\(f\)\(3\)\(C\)](#) and [\(f\)\(7\)\(A\)](#).

13. The FHA provides that, for non-elevator residential buildings with four or more dwelling units, 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 persons with disabilities. [42 U.S.C. § 3604\(f\)\(3\)\(C\)](#) and [\(f\)\(7\)\(B\)](#).

14. The Accessible Design Requirements in the FHA for covered multifamily dwellings include: (i) the public use and common use portions of such dwellings must be 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 must be sufficiently wide to allow passage by persons with a disability using wheelchairs; (iii) all premises within such dwellings must 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).

15. For the purposes of this Order, LifeQuest agrees that the Subject Property was designed and constructed for first occupancy after March 13, 1991, and therefore all the units in buildings with elevators and the ground-floor units in non-elevator buildings at the Subject Property are “covered multifamily dwellings” within the meaning of the FHA, 42 U.S.C. § 3604(f)(7)(A) and (B). As such, those units and the public and common use areas, including the accessible pedestrian routes at the Subject Property, must comply with the Accessible Design Requirements of 42 U.S.C. § 3604(f)(3)(C).

C. Relevant Requirements of the ADA

16. 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 (the “Department”) to implement the design and construction requirements of Title III of the ADA, also 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).

17. For the purposes of this Order, LifeQuest agrees that the rental offices at the Subject Property were designed and constructed for first occupancy after January 26, 1993, and therefore the rental 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.

ACCORDINGLY, it is hereby ORDERED, ADJUDGED, and DECREED:

IV. GENERAL INJUNCTION

18. LifeQuest and its officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, are enjoined from discriminating on the basis of disability as prohibited by the FHA and the ADA.

V. RETROFITS

19. The United States, as set forth herein and in its Second Amended Complaint, alleges that the Subject Property does not meet the accessibility requirements of the FHA and, with respect to the sales and rental offices, the ADA, and the ADA Standards. *See* ECF No. 41. To address the United States’ allegations, LifeQuest will complete the actions and retrofits described in this Section.

21. Because of ongoing litigation with other parties to this lawsuit, LifeQuest agrees to halt all retrofits, including retrofits that have previously been done and need to be redone, until the United States and Defendant J. Randolph Parry Architects, P.C. and their expert(s) can access the units (including unit interiors) and public and common use areas at the Subject Property for

inspection, including but not limited to photographing. Access for the United States shall be provided on reasonable notice.

22. As soon as reasonably possible, but not later than eighteen (18) months from the conclusion of the inspections discussed in paragraph 21, LifeQuest will complete the retrofits to the Subject Property identified in Appendices A through C. Mark J. Mazz, AIA, conducted a property inspection that the Department has considered and accepted, with modifications, in determining the retrofits in Appendices A through C. If additional necessary retrofits are identified during inspections by the United States that are not reflected in Appendices A through C, those retrofits will be negotiated between the United States and LifeQuest separately and completed pursuant to the requirements set forth in this Consent Order. The obligation to complete the retrofits of the portion of the path of travel to a public way described on Appendix A, which may be delayed until the development of Parcel 4, shall run with the land and survive the expiration of the Term of this Consent Order.

23. If any architectural or engineering drawings are prepared as part of the retrofitting of the Subject Property, LifeQuest will provide those drawings to the United States for comment and approval within fourteen (14) days of their preparation. The United States will provide comments within forty-five (45) days. LifeQuest will incorporate those comments into any relevant architectural or engineering plans and resubmit those to the United States for approval. This process will continue until the United States has no further comments on any retrofit architectural or engineering plans.

VI. INCONVENIENCE AND OVERNIGHT STAYS FOR RETROFITTING AT SUBJECT PROPERTIES

24. LifeQuest will endeavor to minimize inconvenience to residents in scheduling and performing retrofits required by this Order at the Subject Property.

25. Within thirty (30) days from the date of entry of this Order, LifeQuest will provide a notice that is substantially equivalent to Appendix D to residents of the covered dwelling units at the Subject Property. The notice will inform residents in covered dwelling units that (1) the United States alleges that the covered dwelling units and public and common use areas do not meet the requirements of the FHA, the ADA, and the ADA Standards, and that to resolve these allegations, LifeQuest has agreed to perform certain retrofits to the public and common use areas and the covered dwelling units; (2) the covered dwelling unit must be retrofitted within twelve (12) months; (3) LifeQuest will provide resident with a schedule of when the retrofits will be performed; (4) the retrofits will be performed at no cost to the resident; and (5) LifeQuest will offer any resident of a unit scheduled to undergo a retrofit who will be dislocated from the unit for more than twelve (12) hours consecutively a similarly-sized furnished unit at that Subject Property at no cost. In the event that a similarly-sized furnished unit at that Subject Property is not available, LifeQuest will pay the resident the applicable government per diem rate for food and lodging for the local area (as available at www.gsa.gov—click on “per diem rates” under travel) for each day of undue inconvenience or hardship for the resident(s). Such payment will be made prior to the commencement of any retrofit work on the resident’s unit, so that the resident can use the payment to obtain alternative living accommodations and food while dislocated.

26. If a resident desires to have the retrofits completed to the interior of his/her covered dwelling unit before the retrofits are scheduled to be performed by LifeQuest, the resident may request the retrofits in writing, and the requests will be granted by LifeQuest on a first-come, first-served basis. LifeQuest must complete the retrofits as promptly as practical, but no later than

forty-five (45) days from the date on which the retrofits were requested by a resident on a first-come, first-served basis.

VII. NEUTRAL INSPECTOR

27. LifeQuest has or will enter into a contract with one or more neutral inspector(s) to conduct on-site inspections of the retrofits that have been performed under this Order to determine whether the retrofits have been completed in accordance with the specifications in this Order's Appendices A through C. Prior to entering into the contract with the inspector(s), LifeQuest will submit the name(s) and resumes to the United States for approval. The inspector(s) will have expertise in the Accessible Design Requirements of the FHA, ADA, ADA Standards, ANSI A117.1-1986 and the HUD-recognized safe harbors, and such expertise will be included in the submittal to the United States.

28. An inspection of the Subject Property will take place within forty-five (45) days of the completion of all of the retrofits to the Subject Property as set forth in the relevant Appendix, or as soon thereafter as practicable for each. LifeQuest will give the United States at least twenty-one (21) days prior written notice of any inspection, including any subsequent inspections as set forth in Paragraph 58, and will give the United States an opportunity to have its representatives present for the inspection.

29. The inspections will be conducted by the inspector in accordance with Appendix E, which will be provided to the inspector by LifeQuest.

30. The inspector will set out the results of each inspection in an Inspection Report, including deficits if any, in writing and will send that report to LifeQuest and the United States. The inspector will take digital photographs of any deficiencies identified at the Subject Property and will include those photographs in the Inspection Report. If the inspection indicates that not all the required retrofits have been made as specified in Appendices A-C, LifeQuest will correct any

applicable deficiencies within 60 days and will pay for another inspection by the same inspector to certify such deficiencies have been corrected. This process, including prior written notice to the United States of any inspections, will continue until the inspector certifies that all the retrofits required under this Order have been made. LifeQuest will pay all the inspector's reasonable costs associated with these inspections of the Subject Property, and such payments will be made without regard to the inspector's findings. Upon reasonable notice to LifeQuest, representatives of the United States will be permitted to inspect the retrofits made by LifeQuest in accordance with this Order, to ensure compliance; provided, however, that the United States will endeavor to minimize any inconvenience caused by such inspections.

VIII. ACCESS TO SUBJECT PROPERTIES

31. LifeQuest agrees to allow access to the public and common use areas and covered multifamily dwelling unit interiors at the Subject Property for the purpose of performing any surveying, retrofitting, or inspection required under this Order, and for the purpose of interviewing or meeting with residents at a Subject Property to aid in the implementation or completion of this Order.

IX. TRANSFER OF INTEREST

32. The sale, foreclosure, or any other transfer of ownership, in whole or in part, whether voluntary or involuntary, of the Subject Property will not affect Defendant's continuing obligation to retrofit the Subject Property as specified in this Order. Should LifeQuest sell or transfer ownership of the Subject Property, in whole or in part, or any portion thereof, prior to the completion of the retrofits specified in Section V of this Order, including those set out in Appendix A that may be deferred until the development of Parcel 4, LifeQuest will, at least thirty (30) days prior to completion of the sale or transfer: (a) provide to each prospective buyer written notice that the Subject Property is subject to this Order, including specifically LifeQuest's obligations to

complete required retrofit work and to allow inspections, along with a copy of this Order; and (b) provide to the United States, by e-mail and first-class mail, written notice of the intent to sell or transfer ownership, along with a copy of the notice sent to each buyer or transferee, and each buyer's or transferee's name, address, and telephone number.

X. NO RAISING OF RENT PRICES OR FEES

33. LifeQuest may not raise the rent price of any dwelling unit, or demand any deposit or other fee for a dwelling unit at the Subject Property, solely because of contemplated or completed retrofits in a dwelling unit or common area.

XI. NON-DISCRIMINATION IN FUTURE DESIGN AND CONSTRUCTION

34. For the term of this Order, LifeQuest will maintain and provide to the United States the following information and statements regarding any covered multifamily dwellings currently under construction or intended to be, or which actually are, purchased, developed, built, designed, constructed, or engineered in whole or in part, by any of them or by any entities in which they have a position of control as an officer, director, member, or manager, or have a ten-percent (10%) or larger ownership share:¹

- a. the name and address of the property;
- b. a description of the property and the individual units;
- c. the name, address, and telephone number of the civil engineer(s) involved with the project;
- d. a statement from the civil engineer(s) involved with the property acknowledging and describing his/her knowledge of and training in the Accessible Design Requirements of the FHA, the ADA, the ADA

¹ Such information and statements need not be maintained on properties for which a Defendant bids or expresses an interest, but does not become finally involved.

Standards, ANSI A117.1-1986 and 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, the ADA, the ADA Standards, and ANSI A117.1-1986 or a HUD-recognized safe harbor used in its entirety;

- e. the name, address and telephone number of the architect(s) involved with the property;
- f. a statement from all architect(s) involved with the property acknowledging and describing his/her knowledge of and training in the Accessible Design Requirements of the FHA, the ADA, the ADA Standards, and ANSI A117.1-1986 and certifying that he/she has reviewed the architectural plans for the property and that the design specifications therein fully comply with the requirements of the FHA, the ADA, the ADA Standards, and ANSI A117.1-1986 or a HUD-recognized safe harbor used in its entirety;
- g. if the engineering documents or architectural plans are revised, and the revisions could have any impact on the accessibility of the dwellings or property, Defendant will obtain, maintain, and provide to the United States upon request, a statement from the civil engineer(s) or architect(s) involved with the property that all specifications in the revised engineering documents or architectural plans, as pertinent, comply with the Accessible Design Requirements of the Fair Housing Act, the ADA, the ADA Standards, and ANSI A117.1-1986 or a HUD-recognized safe harbor used in its entirety.

35. LifeQuest will provide to the United States a copy of any architectural or engineering plans and related construction documents for any newly designed or constructed property identified as described in paragraph 34 upon request.

XII. SETTLEMENT FUND AND PAYMENTS TO AGGRIEVED PERSONS

36. Within thirty (30) days after the date of this Order, LifeQuest will deposit in an interest-bearing escrow account the sum of \$24,000 for the purpose of compensating any aggrieved persons whom the United States determines were harmed by LifeQuest's alleged discriminatory housing practices (hereinafter "aggrieved persons"). This account will be referred to as the "Settlement Fund." Within fifteen (15) days of the establishment of the Settlement Fund, LifeQuest will submit proof to the United States that the account has been established and the funds deposited.

37. Any interest accruing to the Settlement Fund will become a part of the Settlement Fund and be used as set forth herein.

38. LifeQuest will be solely responsible for any taxes assessed or owed on any interest earned on money deposited pursuant to Paragraph 36, above.

39. Within sixty (60) days of the entry of this Order, LifeQuest will publish the Notice to Potential Victims of Alleged Housing Discrimination (the "Notice") at Appendix F informing readers of the availability of compensatory funds. The Notice will be no smaller than three columns by six inches and will be published on three occasions in at least one newspaper of general circulation serving the locality where the Subject Property is located. The publication dates will be separated from one another by twenty-one (21) days, and at least two of the publication dates will be on a Sunday. The Notice will be included in both hardcopy and online versions of the newspaper. Within ten (10) days of each publication date, Defendant will provide the hardcopy newspaper and online newspaper containing the Notice to the United States.

40. Within sixty (60) days of the entry of this Order, LifeQuest will send, by first-class mail, postage pre-paid, a copy of the Notice to each past or present resident at the Subject Property. For past residents, Defendant will have complied with the requirements of this paragraph by mailing such notice to the forwarding address provided by the resident at the time the former resident moved out. If a former resident is deceased, or a current resident is legally unable to make decisions for him- or herself, LifeQuest will send a copy of the Notice set forth in Appendix F to the last known next of kin or other responsible party identified in Defendant's records or in the records provided by the owners, managers, or their agents. Within ninety (90) days of entry of this Order, Defendant will provide to the United States a declaration affirming that the Notice has been sent and a spreadsheet showing each recipient's name, address, and date the Notice was sent.

41. Defendant will permit the United States, upon reasonable notice, to review any records, including but not limited to, complete tenant files, tenant lists, reasonable accommodation requests, and reasonable modification requests, that may reasonably facilitate its identification and determinations regarding the claims of alleged aggrieved persons.

42. Nothing in this Order will preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons.

43. Potential aggrieved persons will have twelve (12) months from the date of the entry of this Order to contact the United States. The United States will investigate the claims of allegedly aggrieved persons and will inform Defendants as to its determination as to which persons are aggrieved and an appropriate amount of damages (plus accrued interest) that should be paid to each aggrieved person. While the Department retains the sole discretion to determine who is an aggrieved person, the Department agrees to consider the following factors:

- a. LifeQuest began accepting applications and conducting tours of the Subject Property on August 16, 2019; and
- b. LifeQuest ceased conducting in-person tours from March 9, 2020 until August 17, 2020 due to COVID-19 restrictions and precautions.

44. Defendant agrees that the determinations of the United States will be final, and Defendant hereby waives the right to contest the United States' determination in this or any other proceeding.

45. The United States will submit its final recommendations to the Court for approval in the form of a Stipulated Order. Within twenty (20) days of the entry of a Court order providing for the distribution of funds, Defendant will deliver to the United States, by overnight delivery, a separate check payable to each aggrieved person in the amounts stated in the Stipulated Order.

46. In no event will the aggregate of all such checks exceed the sum of the Settlement Fund, plus accrued interest.

47. When the United States has received a check from Defendant payable to an aggrieved person and a signed release in the form of Appendix G from the aggrieved person, the United States will deliver the check to the aggrieved person and the original, signed release to Defendant. No aggrieved person will be paid until he or she has executed and delivered to the United States the release at Appendix G.

48. If any money remains in the Settlement Fund after all aggrieved persons identified by the United States have been compensated, the remainder will be paid to the United States Treasury in the form of an electronic funds transfer in accordance with written instructions to be provided by the United States.

XIII. PUBLIC INTEREST PAYMENT.

49. Within fifteen (15) days of the date of this order, LifeQuest will pay a civil penalty of \$14,000 under [42 U.S.C. § 3614\(d\)\(1\)\(C\)](#) to vindicate the public interest. This payment will be in the form of an electronic funds transfer in accordance with written instructions to be provided by the United States.

XIV. EDUCATIONAL PROGRAM

50. Within thirty (30) days of the entry of this Order, LifeQuest will provide a copy of this Order to all their agents and employees involved in the design or construction of any covered multifamily dwellings and secure the signed statement from each agent or employee acknowledging that he or she has received and read the Order and has had an opportunity to have questions about the Order answered. This statement will be substantially similar to the form of Appendix H.

51. During the term of this Order, within thirty (30) days after the date he or she commences an agency or employment relationship with LifeQuest, each new agent or employee involved in the design and construction of the Subject Property or other covered multifamily dwelling will be given a copy of this Order and be required to sign the statement acknowledging that he or she has received and read the Order, and has had an opportunity to have questions about the Order answered. This statement will be substantially similar to the form of Appendix H.

52. LifeQuest will also ensure that it and its employees and agents who have 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). Defendant and all employees and agents whose

duties, in whole or in part, involve the management, sale, and/or rental of multifamily dwellings at issue in this case will be informed of those portions of the Fair Housing Act that relate to accessibility requirements, reasonable accommodations, and reasonable modifications.

53. Within ninety (90) days of the date of entry of this Order, LifeQuest and its employees and agents whose duties, in whole or in part, involve or will involve management authority over the development, design, and/or construction of multifamily dwellings, will undergo training on the design and construction requirements of the FHA and the ADA. The training will be conducted by a qualified individual, unconnected to LifeQuest or LifeQuest's attorneys, who has been approved in advance by the United States. Any expenses associated with this training will be borne by LifeQuest. LifeQuest will 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 LifeQuest and covered employees and agents confirming their attendance, in a form substantially equivalent to Appendix I.

XV. NOTICE OF NON-DISCRIMINATION POLICY

54. Within ten (10) days of the date of entry of this Order, LifeQuest will, if it has not already done so, post and prominently display in the sales or rental offices of all covered multifamily dwellings owned or operated by them a sign, no smaller than 10 by 14 inches, indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

55. For the duration of this Order, LifeQuest will place, in a conspicuous location, a statement that the dwelling units include features for persons with disabilities as required by the FHA in all future advertising in newspapers, electronic media, pamphlets, brochures, and other

promotional literature regarding the Subject Property or any new covered multifamily dwelling that they may develop or construct.

XVI. NOTIFICATION AND DOCUMENT RETENTION REQUIREMENTS

56. In addition to all other reporting required herein, within one hundred eighty (180) days after the date of entry of this Order, LifeQuest will submit to the United States an initial report containing the reporting required by Sections V and XI, and containing the signed statements of LifeQuest and its employees and agents who have completed the training program specified in Section XIV of this Order. Thereafter, during the term of this Order, LifeQuest will, on a quarterly basis, submit to the United States a compliance report detailing the retrofitting and inspections of the retrofits at the Subject Property, including the status of retrofits and an estimated date of completion. In addition, on the anniversary of the entry of this order, LifeQuest will submit to the United States a report required by Sections XI on the current and future design and construction, and containing the signed statements of new employees and agents as specified in Section XIV of this Order, except that the last compliance report will be due sixty (60) days prior to the expiration of the Order.

57. For the duration of this Order, LifeQuest will advise the United States in writing within fifteen (15) days of receipt of any written administrative or legal fair housing complaint against any property owned, managed, designed, or constructed by them, or against any employees or agents of LifeQuest working at or for any such property, regarding discrimination on the basis of disability in housing. Upon reasonable notice, LifeQuest will also provide the United States all information it may request concerning any such complaint. Defendant will also advise the United States, in writing, within fifteen (15) days of the resolution of any complaint.

58. For the term of this Order, LifeQuest is required to preserve all records related to this Order, to the Subject Property, and to any other covered multifamily dwellings designed,

constructed, owned, operated, or acquired by them during the duration of this Order. Upon reasonable notice to LifeQuest, representatives of the United States will be permitted to inspect and copy any records of Defendant or inspect any properties or dwelling units under the control of LifeQuest bearing on compliance with this Order at any and all reasonable times, provided, however, that the United States will endeavor to minimize any inconvenience to LifeQuest and residents from such inspections.

XVII. COOPERATION IN CONTINUED LITIGATION

59. LifeQuest agrees to continue to cooperate with the United States' claims against Parry. Although the Parties agree that, as of the date of entry of this Order, litigation is not "reasonably foreseeable" with LifeQuest concerning the subject matter of the United States' Second Amended Complaint, LifeQuest agrees that to the extent that it previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described herein, it will continue to do so until any claims against Parry involving the Subject Property have been resolved. LifeQuest will, upon reasonable notice from the United States, provide access to documents within its possession or employees or agents with knowledge of the design and construction of the Subject Property.

60. LifeQuest shall respond to discovery requests by the United States related to this litigation pursuant to [Fed. R. Civ. P. 30](#), [33](#), and [34](#), subject to its rights under those rules, without the need for the United States' issuance of subpoenas pursuant to [Fed. R. Civ. P. 45](#).

61. LifeQuest shall abide by the terms of any subsequent protective order entered by the Court in this litigation relating to the treatment of confidential documents and personal identifying information exchanged during the discovery process.

62. The Parties understand that Mark J. Mazz may be used by the United States as an expert and/or fact witness, at its expense, with regard to his prior inspection of the Subject

Property, and LifeQuest agrees to waive any privileges it might otherwise have in its agreement with Mr. Mazz to permit such consultation or testimony.

63. LifeQuest will provide to the United States estimates of the cost of all retrofits from an independent contractor, as well as documentation of all out-of-pocket expenses incurred during the retrofits. The United States intends to include in its claims against, or any settlement with Parry, a repayment to LifeQuest of a portion or all of the retrofit costs, but LifeQuest acknowledges that the United States can make no promises regarding the outcome of future litigation.

XVIII. REASONABLE ACCOMMODATIONS.

64. If a resident in a unit which has a molded shower seat makes a request for a reasonable accommodation of a transfer to an unit that has a fold-down shower seat, LifeQuest shall transfer the resident to a comparable unit type if available, or prioritize the resident's request for the next available comparable unit type. This transfer shall be made at no cost to the resident (e.g., transfer fees or moving costs). Provided, however, that if the resident voluntarily chooses to move to larger unit type, LifeQuest may charge its regular monthly fees for such units. This obligation shall be considered part of LifeQuest's reasonable accommodation obligations under the FHA and will survive the expiration of the Consent Order.

65. Within ten (10) days of the date of entry of this Order, LifeQuest will notify all current residents of this policy, and it will inform all future residents of this policy at the time of leasing.

XIX. DURATION OF CONSENT ORDER AND TERMINATION OF LEGAL ACTION

66. This Order will remain in effect until six (6) months after the inspector(s) have certified that all the retrofits required by this Order have been completed, or the conclusion of the litigation by either consent order or court order, whichever date is later. Provided, however, that the reporting requirements in paragraphs 56 and 57 shall end twelve (12) months after the

inspector(s) have certified that all the retrofits required by this Order have been completed, regardless of the status of the litigation. The obligations in paragraph 22 shall survive the duration of the Consent Order, and the United States may seek to enforce this obligation in this Court.

67. By consenting to entry of this Order, the Parties agree that in the event that Defendant engages in any future conduct occurring after entry of this Order that leads to a determination of a violation of the FHA, such conduct will constitute a “subsequent violation” under [42 U.S.C. § 3614\(d\)\(1\)\(C\)\(ii\)](#).

68. The Court will retain jurisdiction for the duration of this Order to enforce the terms of the Order; at the expiration of the Order, the case will be dismissed with prejudice. The United States may move the Court to extend the duration of the Order in the interests of justice.

69. All Parties will endeavor, in good faith, to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution. However, in the event of a failure by Defendant to perform, in a timely manner, any act required by this Order or otherwise for its failure to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys’ fees which may have been occasioned by the violation or failure to perform.

XX. TIME FOR PERFORMANCE

70. Any time limits for performance imposed by this Order may be extended by the mutual written agreement of the United States and Defendant.

Dated: 04/13/2022

/s/ John M. Gallagher
United States District Judge

FOR THE UNITED STATES:

Respectfully submitted,

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Civil Rights Division

/s/ Lauren M. Marks
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FOR DEFENDANT:

LIFEQUEST NURSING CENTER

A handwritten signature in black ink, appearing to read "Roger B. Hiser", written over a horizontal line.

By: Roger B. Hiser

President