

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

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

**PLAINTIFF UNITED STATES’ AND DEFENDANT THE VIEWS
AT PINE VALLEY I, LP’S JOINT MOTION TO ENTER CONSENT ORDER**

Plaintiff United States of America and Defendant The Views at Pine Valley I, LP (“Views”) by and through their undersigned counsel jointly request that the Court enter the proposed Consent Order between the United States and Views attached as Exhibit 1 to resolve this case as it relates to Defendant Views. In support of this Joint Motion, the United States and Views assert as follows:

1. The United States brought this action against J. Randolph Parry Architects, PC and the owners of multifamily complexes, including Views (collectively “Defendants”) alleging violations of the Fair Housing Act, as amended (“FHA”), 42 U.S.C. §§ 3601-3619, and the FHA’s implementing regulations, 24 C.F.R. §§ 100.200-205; Title III of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12181-12213; and the ADA Standards for Accessible Design, *see* 28 C.F.R. Pt. 36 Appendices A & D (“ADA Standards”).

2. The United States also named several Rule 19 Defendants in whose absence complete relief could not be afforded to the United States.

3. The United States and Defendant Views have agreed to entry of the attached Consent Order resolving the United States' claims as it relates to Views.

4. The United States' lawsuit against all other Defendants and Rule 19 Defendants remains unaffected by this Consent Order with Views.¹

For Plaintiff United States of America:

Respectfully submitted,

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Civil Rights Division

/s Julie J. Allen

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Chief

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¹ The Court has previously entered Consent Orders between the United States and Rule 19 Defendants: 1180 Ben Franklin Way, LLC; Care HSL Newtown Propco LP; Care HSL Harleysville Propco LP; GAHC3 Bethlehem PA, ILF, LLC; GAHC3 Palmyra PA, ALF LLC; and GAHC3 Boyertown PA ALF, LLC and Defendants: Lifequest Nursing Center and J. Randolph Parry Architects, PC. *See* ECF Nos. 49, 50, 83, 84, 199, 200, 207, 208, 209, 210, 212, and 213.

Attorneys for Plaintiff
United States of America

For The Views at Pine Valley I, LP

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Certificate of Service

I hereby certify that on May 8, 2023, I electronically transmitted the attached document to the Clerk of the Court using the ECF System for filing. Based on the electronic records currently on file, the Clerk of the Court will transmit a notice of Electronic filing to the ECF registrants who may access the filing through the Court's system.

/s/ Julie J. Allen

Julie J. Allen

Attorney for Plaintiff United States

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA,	:	
	:	Civil Action
Plaintiff,	:	
	:	No. 5:20-cv-06249-JMG
v.	:	
	:	
J. RANDOLPH PARRY ARCHITECTS, P.C.,	:	
et al.,	:	
	:	
Defendants.	:	
	:	

**CONSENT ORDER BETWEEN PLAINTIFF UNITED STATES AND THE VIEWS AT
PINE VALLEY I, LP**

I. INTRODUCTION

1. This action is brought by Plaintiff, United States of America (the “**United States**”), to enforce provisions of the Fair Housing Act (the “**FHA**”), 42 U.S.C. §§ 3601-3619 and the Americans with Disabilities Act (the “**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 The Views at Pine Valley I, LP (the “**Views**”) enter into this Consent Order (this “**Consent Order**”) (collectively, the “**Parties**”), subject to approval by the Court, to resolve the controversy between the Parties regarding Cedar Views Apartments, located

at 300 Ernest Way, Philadelphia, Pennsylvania (“**Cedar Views**”), without further proceedings and without an evidentiary hearing or a trial.

3. The Cedar Views Parties 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).

4. The Views denies that it has engaged in any form of intentional or willful discrimination against persons with disabilities and states that, at all times, it has attempted to comply with all applicable federal laws, including those requiring accessibility in design and construction. The Views asserts that it has various defenses to the allegations made by the United States in this action, as set forth in its Answer and Affirmative Defenses to the Second Amended Complaint. ECF No. 189.

5. The Parties agree that this Consent Order is being entered into as a compromise of disputed claims and to avoid the cost and burden of litigation, and is not intended to be and shall not be construed as an admission of liability by the Views.

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

II. DEFINITIONS

7. The following defined terms are used in this Consent Order. These definitions do not apply to other documents in this action unless explicitly incorporated therein.

- a. “**Accessible Design Requirements**” refers to the requirements that are listed in the accessible and adaptive design provisions of the FHA, 42 U.S.C. § 3604(f)(3)(C), and stated in paragraph 15 of this Consent Order.
- b. “**Acknowledgment of Receipt of Consent Order**” refers to the acknowledgment described in paragraphs 49 and 50 of this Consent Order, the form of which is attached as **Appendix F** to this Consent Order.

- c. The “**ADA**” refers to the Americans with Disabilities Act, 42 U.S.C. §§ 12181-12189.
- d. The “**ADA Standards**” refers to the ADA Standards for Accessible Design, ADA Accessibility Guidelines for Buildings and Facilities, 28 C.F.R. pt. 36, app. A.
- e. “**Aggrieved Persons**” has the meaning ascribed to it in paragraph 35 of this Consent Order.
- f. “**Cedar Views**” refers to Cedar Views Apartments, located at 300 Ernest Way, Philadelphia, Pennsylvania.
- g. The “**Parties**” refers collectively to the United States and the Views.
- h. This “**Consent Order**” refers to this Consent Order Between Plaintiff United States and The Views at Pine Valley I, LP.
- i. The “**FHA**” refers to the Fair Housing Act, 42 U.S.C. §§ 3601-3619.
- j. “**Notice of Retrofits**” refers to a Notice to Residents of Modifications to Pedestrian Routes, the Public and Common Use Areas, and Covered Dwelling Units described in paragraph 24 of this Consent Order, the form of which is attached as **Appendix B** to this Consent Order.
- k. The “**Notice to Potential Aggrieved Persons**” refers to a notice, as described in paragraphs 39 and 40 of this Consent Order, the form of which is attached as **Appendix D** to this Consent Order.
- l. “**Parry**” refers to Defendant J. Randolph Parry Architects, P.C.
- m. The “**Parry Consent Order**” refers to the Consent Order Between Plaintiff United States and Randolph Parry Architects, P.C. (ECF No. 200), referenced in paragraph 59 of this Consent Order.
- n. “**Property Inspection Report**” has the meaning ascribed to it in paragraph 29 of this Consent Order.
- o. “**Release**” refers to the release required from each Aggrieved Person as a condition for the payment of damages from the Settlement Fund, as described in paragraph 47 of this Consent Order, the form of which is attached as **Appendix E** to this Consent Order.
- p. The “**Retrofit Plan**” refers to the agreed retrofit plan to correct identified inaccessible features at Cedar Views, a copy of which is attached as **Appendix A** to this Consent Order.

- q. The “**Settlement Fund**” refers to the escrow account for Aggrieved Persons described in paragraph 36 of this Consent Order.
- r. The “**Stipulated Order**” refers to a stipulated order setting forth the final recommendation of the United States regarding the determination of Aggrieved Persons and their respective payments from the Settlement Fund, as described in paragraph 45 of this Consent Order.
- s. The “**United States**” refers to Plaintiff, the United States of America.
- t. The “**Views**” refers to Defendant The Views at Pine Valley I, LP.

III. RECITALS

A. Cedar Views

8. Cedar Views is an 89-unit, multi-story, elevator-serviced apartment building located at 300 Ernest Way, Philadelphia, Pennsylvania.

9. Cedar Views received its certificate of occupancy in 2006.

10. The Views was the owner of Cedar Views at the time it was designed and constructed and is the current owner and operator of Cedar Views.

11. J. Randolph Parry Architects, P.C. (“**Parry**”) was the architect that designed Cedar Views.

12. For purposes of this Consent Order, the Parties agree that Cedar Views is subject to the accessible design and construction requirements of the FHA, 42 U.S.C. § 3604(f)(1), (f)(2), and (f)(3).

B. Relevant Requirements of the FHA

13. The FHA provides that, for residential buildings with an elevator and 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).

14. 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).

15. The Accessible Design Requirements in the FHA for covered multifamily dwellings include the following:

- a. the public use and common use portions of such dwellings must be readily accessible to and usable by persons with a disability;
- b. 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;
- c. 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).

16. For the purposes of this Consent Order, the Views agrees that Cedar Views was designed and constructed for first occupancy after March 13, 1991, has an elevator, and therefore all the units at Cedar Views are “covered multifamily dwellings” within the meaning of the FHA, 42 U.S.C. § 3604(f)(7)(A). As such, those units and the public and common use areas, including

the accessible pedestrian routes at Cedar Views, must comply with the Accessible Design Requirements of 42 U.S.C. § 3604(f)(3)(C).

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

IV. GENERAL INJUNCTION

17. The Views and its officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with it, are enjoined from discriminating on the basis of disability as prohibited by the FHA.

V. RETROFITS

18. The United States, as set forth herein and in its Second Amended Complaint, alleges that Cedar Views does not meet the accessibility requirements of the FHA. *See* ECF No. 41. To address the United States' allegations, the Views will complete the actions and retrofits described in this Section.

19. The Views acknowledges that if the United States' allegations that Cedar Views does not comply with applicable FHA accessibility requirements are proven to be true: (a) the Views would be jointly and severally liable with Parry to correct non-compliant features designed by Parry and constructed by or for the Views; and (b) the Views would be liable to correct non-compliant features constructed by or for the Views and not designed by Parry. The Views does not concede that the United States' allegations are true and does not concede that other persons are not potentially liable to correct the allegedly inaccessible features at Cedar Views.

20. As a compromise to resolve the United States' allegations, the Views will complete the retrofits set forth in the Retrofit Plan.

21. As soon as reasonably possible, but not later than twenty-four (24) months from the conclusion of the date of entry of this Order, the Views will complete the retrofits set forth in the Retrofit Plan. The Views conducted a property inspection that the United States has considered

and accepted, with modifications, in determining the retrofits set forth in the Retrofit Plan. If additional necessary retrofits are identified during inspections by the United States that are not reflected in the Retrofit Plan, those retrofits will be negotiated between the United States and the Views separately and completed pursuant to the requirements set forth in this Consent Order.

22. If any architectural or engineering drawings are prepared as part of the retrofits set forth in the Retrofit Plan, the Views 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 sixty (60) days. The Views 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 Views and United States reach mutual agreement on any retrofit architectural or engineering plans.

VI. NOTICE OF RETROFITS AND RESIDENT ACCOMMODATIONS

23. The Views will endeavor to minimize the inconvenience to Cedar Views residents in scheduling and performing the retrofits required by this Consent Order.

24. No later than thirty (30) days before commencing work in the Retrofit Plan at Cedar Views, the Views will provide to all residents at Cedar Views a notice that is substantially equivalent to Appendix B. 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 and that to resolve these allegations, the Views 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 twenty-four (24) months; (3) the Views will provide the 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) the Views 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 Cedar Views at no cost. In the event that a similarly-sized furnished unit at Cedar Views is not available, the Views will pay the resident the applicable government per diem rate for food and lodging for the local area (as available at <https://www.gsa.gov/travel/plan-book/per-diem-rates>) 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.

25. In scheduling the agreed dwelling unit retrofits, the Views will reasonably prioritize the retrofits to (i) any dwelling unit of a resident who requests to have the retrofits completed on a priority basis, (ii) any vacant dwelling unit, and (iii) any dwelling unit that is being turned over to a new resident.

VII. NEUTRAL INSPECTOR

26. The Views has or will enter into a contract with one or more neutral inspector(s) to conduct on-site inspections of the retrofits performed pursuant to this Consent Order to determine whether the retrofits have been completed in accordance with the Retrofit Plan. Prior to entering into the contract with the inspector(s), the Views 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.

27. An inspection of Cedar Views will take place within forty-five (45) days of the completion of all of the retrofits set forth in the Retrofit Plan. The Views will give the United States at least twenty-one (21) days' prior written notice of any inspection, including any subsequent inspection(s) as set forth in paragraph 29, and will give the United States an opportunity to have its representatives present for the inspection.

28. The inspection(s) will be conducted by the inspector in accordance with the protocol attached as **Appendix C** to this Consent Order, which will be provided to the inspector by the Views.

29. The inspector will set out the results of each inspection in a written inspection report (a “**Property Inspection Report**”), including deficits if any, in writing and will send that report to the Views and the United States. The inspector will take digital photographs of any deficiencies identified at the Cedar Views and will include those photographs in the Property Inspection Report. If the inspection indicates that not all the required retrofits have been made as specified in the Retrofit Plan, the Views will correct any applicable deficiencies within sixty (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 set forth in the Retrofit Plan have been made. The Views will pay all the inspector’s reasonable costs associated with these inspections of Cedar Views, and such payments will be made without regard to the inspector’s findings. Upon reasonable notice to the Views, representatives of the United States will be permitted to inspect the retrofits made by the Views pursuant to this Consent Order to ensure compliance; provided, however, that the United States will endeavor to minimize any inconvenience caused by such inspections.

VIII. ACCESS TO CEDAR VIEWS

30. The Views agrees to allow access to the public and common use areas and covered multifamily dwelling unit interiors at Cedar Views for the purpose of performing the retrofits and inspection(s) required under this Consent Order, and for the purpose of interviewing or meeting with residents at Cedar Views to aid in the implementation or completion of this Consent Order.

IX. TRANSFER OF INTEREST

31. The sale, foreclosure, or any other transfer of ownership, in whole or in part, whether voluntary or involuntary, of Cedar Views will not affect the View's continuing obligation to retrofit Cedar Views as set forth in the Retrofit Plan. Should the Views sell or transfer ownership of Cedar Views, in whole or in part, or any portion thereof, prior to the completion of the retrofits set forth in the Retrofit Plan, the Views will, at least thirty (30) days prior to completion of the sale or transfer: (a) provide to each prospective buyer written notice that Cedar Views is subject to this Consent Order, including specifically the Views' obligations to complete required retrofit work and to allow inspections, along with a copy of this Consent 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

32. The Views may not raise the rent price of any dwelling unit or demand any deposit or other fee for a dwelling unit at Cedar Views solely because of contemplated or completed retrofits in a dwelling unit or common area pursuant to this Consent Order.

XI. NON-DISCRIMINATION IN FUTURE DESIGN AND CONSTRUCTION

33. The Views 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 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; and
- 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.

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

34. The Views 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 pursuant to paragraph 33 upon request.

XII. SETTLEMENT FUND AND PAYMENTS TO AGGRIEVED PERSONS

35. As a compromise to resolve the United States' allegations, the Views will establish a settlement fund for the purpose of compensating any persons whom the United States determines were harmed by the Views' alleged discriminatory housing practices ("**Aggrieved Persons**").

36. Within thirty (30) days after the entry of this Consent Order, the Views will deposit in an interest-bearing escrow account the sum of \$40,000.00 (the "**Settlement Fund**") for the purpose of compensating Aggrieved Persons. Within fifteen (15) days of the establishment of the Settlement Fund, the Views will submit proof to the United States that the escrow account has been established and the funds deposited.

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

38. The Views will be solely responsible for any taxes assessed or owed on any interest earned on the Settlement Fund.

39. Within sixty (60) days after the entry of this Consent Order, the Views will publish the Notice to Potential Victims of Alleged Housing Discrimination (the "**Notice to Potential Aggrieved Persons**") at **Appendix D** informing readers of the availability of compensatory funds. The Notice to Potential Aggrieved Persons 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 Cedar Views 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 to Potential Aggrieved Persons will be included in both hardcopy and online versions

of the newspaper. Within ten (10) days of each publication date, the Views will provide the hardcopy newspaper and online newspaper containing the Notice to Potential Aggrieved Persons to the United States.

40. Within sixty (60) days after the entry of this Consent Order, the Views will send, by first-class mail, postage pre-paid, a Notice to Potential Aggrieved Persons to each past or present resident who has resided at Cedar Views, informing them of the availability of compensation. For past residents, the Views will have complied with the requirements of this paragraph by mailing the Notice to Potential Aggrieved Persons 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 without legal capacity, the Views will send a copy of the Notice to Potential Aggrieved Persons to the last known next of kin or other responsible party identified in the Views' records. Within ninety (90) days after the entry of this Consent Order, the Views will provide to the United States a declaration affirming that the Notice to Potential Aggrieved Persons has been sent and a spreadsheet showing each recipient's name, address, and date the Notice to Potential Aggrieved Persons was sent.

41. The Views 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 Consent 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 entry of this Consent Order to contact the United States. The United States will investigate the claims of

allegedly Aggrieved Persons and will inform the Views 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.

44. The Views agrees that the determinations of the United States as to Aggrieved Persons and their respective payments from the Settlement Fund will be final, and the Views hereby waives the right to contest such determinations in this or any other proceeding.

45. The United States will submit its final recommendations with respect to payments from the Settlement Fund to the Court for approval in the form of a stipulated order (the “**Stipulated Order**”). Within twenty (20) days of the Court’s entry of the Stipulated Order, the Views will deliver to the United States, by overnight delivery, separate checks payable to the Aggrieved Persons 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 (including accrued interest).

47. When the United States has received the check from the Views payable to an Aggrieved Person and a signed release in the form of **Appendix E** (a “**Release**”) from the Aggrieved Person, the United States will deliver the check to the Aggrieved Person and the original, signed Release to the Views. No Aggrieved Person will be paid until the Aggrieved Person has executed and delivered to the United States the Release.

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. EDUCATIONAL PROGRAM

49. Within thirty (30) days after the entry of this Consent Order, the Views will provide a copy of this Consent Order to all its respective agents and employees involved in the design or construction of any covered multifamily dwellings and secure a signed statement from each agent or employee acknowledging that the agent or employee has received and read the Consent Order and has had an opportunity to have questions about the Consent Order answered. This statement will be substantially similar to the form attached to this Consent Order as **Appendix F** (an “**Acknowledgement of Receipt of Consent Order**”).

50. Within thirty (30) days after any agent or employee commences an agency or employment relationship with the Views, each new agent or employee who has any involvement in the design or construction of any covered multifamily dwellings will be given a copy of this Consent Order, have an opportunity to have questions about the Consent Order answered, and be required to sign an Acknowledgment of Receipt of Consent Order.

51. The Views will also ensure that its agents and employees 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). The Views and all its 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.

52. Within ninety (90) days after the entry of this Consent Order, the Views 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. The training will be conducted by a qualified individual unaffiliated with the Views and its attorneys, who has been approved in advance by the United States. Any expenses associated with this training will be borne by the Views. The Views 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 the covered employees and agents confirming their attendance substantially similar to the form attached to this Consent Order as **Appendix G**.

XIV. NOTICE OF NON-DISCRIMINATION POLICY

53. Within ten (10) days after the entry of this Consent Order, the Views 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.

54. The Views 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 Cedar Views or any new covered multifamily dwelling that the Views may develop or construct.

XV. NOTIFICATION AND DOCUMENT RETENTION REQUIREMENTS

55. In addition to all other reporting required herein, within one hundred eighty (180) days after the entry of this Consent Order, the Views will submit to the United States an initial report containing the reporting required by Section XI, and containing the signed statements of its employees and agents who have completed the training program specified in Section XIII of this

Consent Order. Thereafter, on the anniversary of the entry of this Consent Order, the Views 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 XIII of this Consent Order. The final compliance report pursuant to this paragraph shall be submitted sixty (60) days prior to the expiration of the Consent Order.

56. In addition, during the term of this Consent Order, the Views will, on a quarterly basis, submit to the United States a compliance report detailing the retrofitting and inspections of the retrofits at Cedar Views, including the status of retrofits and an estimated date of completion. The quarterly report regarding retrofits obligation will terminate upon the certification of the neutral inspector that the retrofits have been completed and the acceptance of that certification by the United States.

57. The Views 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 working at or for any such property, regarding discrimination on the basis of disability in housing, and, upon reasonable notice, provide the United States all information it may request concerning any such complaint. The Views will also advise the United States, in writing, within fifteen (15) days of the resolution of any complaint.

58. The View is required to preserve all records related to this Consent Order, to Cedar Views, and to any other covered multifamily dwellings designed, constructed, owned, operated, or acquired by them for the duration of this Consent Order. Upon reasonable notice, representatives of the United States will be permitted to inspect and copy any records of the Views or inspect any properties or dwelling units under the control of the Views bearing on compliance

with this Consent Order at reasonable times, provided, however, that the United States will endeavor to minimize any inconvenience to the Views and any residents from such inspections.

XVI. COOPERATION IN CONNECTION WITH PARRY CONSENT ORDER

59. The Views agrees to reasonably cooperate with the United States with respect to the enforcement of the Consent Order between the United States and Parry (ECF No. 200) (the “**Parry Consent Order**”). Although the Parties agree that, as of the entry of this Consent Order, litigation is not “reasonably foreseeable” with the Views concerning the subject matter of the United States’ Second Amended Complaint, the Views agrees that to maintain a litigation hold to preserve documents, electronically stored information, or things related to the matters described herein until the later of the expiration of this Consent Order and the expiration of the Parry Consent Order. The Views 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 Cedar Views.

60. The Views will provide to the United States estimates of the cost of all retrofits from the contractor performing the retrofits, as well as documentation of all out-of-pocket expenses incurred by the Views during the retrofits, for use by the United States in connection with determining how the funds in the Retrofit Fund established pursuant to the Parry Consent Order are to be distributed.

XVII. DURATION OF CONSENT ORDER AND TERMINATION OF LEGAL ACTION

61. This Consent Order will remain in effect for three years or six (6) months after the inspector(s) have certified that all the retrofits required by this Consent Order have been completed, whichever date is later, provided, however, that the reporting requirements in paragraphs 55 and 57 shall end twelve (12) months after the inspector(s) have certified that all the retrofits required by this Consent Order have been completed.

62. By consenting to entry of this Consent Order, the Parties agree that in the event that the Views engages in any future conduct occurring after entry of this Consent 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).

63. The Court will retain jurisdiction to enforce the terms of this Consent Order. At the expiration of this Consent Order, all claims in this action against the Views shall be dismissed with prejudice. The United States may move the Court to extend the duration of this Consent Order in the interests of justice.

64. The Parties will 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. However, in the event of a failure by the Views to perform, in a timely manner, any act required by this Consent 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.

XVIII. MODIFICATIONS TO CONSENT ORDER

65. Any time limits for performance imposed by this Consent Order may be extended, without leave of Court, by the mutual written agreement of the Parties.

SO ORDERED this 10th day of May, 2023.

BY THE COURT

/s/ John M. Gallagher

JOHN M. GALLAGHER
United States District Judge

THE UNITED STATES OF AMERICA

KRISTEN CLARKE
Assistant Attorney General

/s/ Julie J. Allen

SAMEENA SHINA MAJEED
Chief

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Attorneys for Plaintiff
United States of America

THE VIEWS AT PINE VALLEY I, LP

A handwritten signature in blue ink, appearing to read "Michael B. Laign", is written over a horizontal line.

By: Michael B. Laign
Authorized Signer

APPENDIX B

**NOTICE TO RESIDENTS OF MODIFICATIONS TO THE PEDESTRIAN ROUTES,
THE PUBLIC AND COMMON USE AREAS, AND COVERED DWELLING UNITS**

Dear Resident:

This is to advise you that, as a result of a settlement in a case brought by the United States against the architect and owner of this building, we have agreed to retrofit certain pedestrian routes, public and common use areas, and units at this building to provide greater accessibility for people with disabilities. We welcome persons with disabilities as residents and guests of this property.

We are writing to let you know that beginning on [REDACTED], 202[REDACTED], contractors will be accessing the property to begin the process of modifying certain aspects of the public and common use areas. We expect the process to last approximately [REDACTED] weeks. Generally, the workers will be making some modifications to the common areas to make them more accessible to persons with disabilities. We apologize for any inconveniences you may incur as a result of this work.

In addition, your unit qualifies for retrofit work, including potential modifications to the kitchen, bathroom, walk-in closet door, balcony door, and thermostat controls. Although we will schedule your unit to be retrofitted within 24 months, we want you to know that you may request to have your apartment modified now at no cost to you by emailing [REDACTED] at [REDACTED] or sending a letter to [REDACTED]. The actual work will take no longer than several days and will not require you to move out of your existing apartment unit. However, although we do not anticipate that you will be displaced from your unit, if the repairs cause you to be displaced from your unit for more than 12 consecutive hours, the owner will provide you with alternate living arrangements during that time. In scheduling when the repairs will take place, we will try to minimize any inconvenience to you.

You should be aware that this work must be completed within 24 months regardless of your intention to stay in your apartment for a longer duration. As soon as possible, we will let you know the approximate time frame when the modifications to your apartment unit will begin. Please let us know if you have any questions or concerns.

Thank you,

Cedar Views Apartments

APPENDIX C

PROPERTY SURVEY AND MEASUREMENT PROTOCOL

A. Definitions

The following definitions apply to Property Surveys, Retrofits, and Inspections conducted pursuant to this Order and Appendices:

1. Clear floor space: a 30” by 48” space positioned at, for example, fixtures, controls, dispensers, devices, accessories, waste receptacles, drop boxes and drop slots, life safety equipment, hooks, and common area amenities such as grills and fire pits that are required to be accessible.
2. Flag: a segment of concrete paving separated by a control joint or construction joint.
3. ISA: the International Symbol for Accessibility.



4. Juliet balcony: a shallow balcony less than 30” deep measured from the face of the building to the inside face of the railing.
5. Lavatory: a bathroom sink.
6. Rise: the vertical change in elevation between two points.
7. Unit type(s): each unit type in a covered property as differentiated by number of bedrooms, number of bathrooms, kitchen design, bathroom design(s), laundry area design, type of outdoor space (*e.g.*, patio versus balcony), and interior amenities (*e.g.*, fireplace, study nook, storage closet(s)). Variations of unit types that have accessible characteristics such as grab bars and knee space at sinks and lavatories are separate unit types.
8. HUD-recognized safe harbor: any of the following used in its entirety as a reference to conduct a Property Survey: (1) the Fair Housing Accessibility

Guidelines (Mar. 6, 1991) (“HUD Guidelines” or “Guidelines”), in conjunction with the Supplement to Notice of Fair Housing Accessibility Guidelines: Questions and Answers About the Guidelines, June 28, 1994; (2) HUD’s Fair Housing Act Design Manual (“Design Manual”), published by HUD in 1996, updated in 1998; (3) ANSI A117.1-1986, used in conjunction with the FHA, HUD’s Regulations, and the Guidelines; (4) CABO/ANSI A117.1-1992, used in conjunction with the FHA, HUD’s Regulations, and the Guidelines; (5) ICC/ANSI A117.1-1998, used in conjunction with the FHA, HUD’s Regulations, and the Guidelines; (6) 2000 ICC Code Requirements for Housing Accessibility; (7) 2000 IBC, as amended by the 2001 Supplement to the IBC; (8) 2003 IBC, with one condition; (9) ICC/ANSI A117.1-2003, used in conjunction with the FHA, HUD’s Regulations, and the Guidelines; (10) 2006 IBC, with the January 31, 2007, erratum and with one condition; (11) ICC/A117.1 2009, used in conjunction with the FHA, HUD’s Regulations, and the Guidelines; and (12) 2009, 2012, 2015, and 2018 editions of the IBC. 24 C.F.R. § 100.205(e)(1)-(2).

9. This Order and Appendices incorporate by reference the definitions found in the HUD-recognized safe harbor used to conduct the Property Survey.

B. Scope of the Property Survey

1. The Property Survey will include all exterior and interior public and common use areas and as many units as required to determine the full extent of project compliance with FHA and relevant ADA requirements, including:
 - a. All portions of exterior and interior routes and circulation paths as required to determine existing conditions at all accessible route(s) and any potential alternate routes that may provide access to common areas or units;
 - b. All interior and exterior public and common use areas; and
 - c. At least two of each unit type.
2. Employee only areas (*e.g.*, leasing workroom, staff-only package room, commercial kitchen areas, and staff restroom) do not need to be surveyed.
3. If an accessibility survey of a Subject Property has been completed by an approved surveyor or inspector prior to the entry of this Order, those measurements may be reused and additional Property Surveys may be limited to site evaluation of any portions of routes, common areas, or units that were not surveyed or lack sufficient documentation of the survey results.

C. Equipment

1. The following equipment is required for all Property Surveys and Inspections conducted pursuant to this Order and Appendices:
 - a. A standard 1” steel measuring tape;
 - b. A 24” nominal bar with a 6 1/2” digital inclinometer known as the SmartTool™ (“digital level”) or an equivalent instrument (other brands of digital levels capable of measuring to a precision of 0.1% may be used including, for example, Bosch, Milwaukee, and Stabila). Calibrate the digital level according to the manufacturer’s instructions followed by performing a 180-degree check reading prior to taking any measurements. Check calibration of the digital level at regular intervals during the survey and anytime the digital level is dropped or hit against another surface;
 - c. A digital camera with minimum 16 megapixel resolution; and
 - d. A standard door pressure gauge manufactured for this purpose.
2. The following equipment is optional for all Property Surveys and Inspections conducted pursuant to this Order and Appendices:
 - a. Standard surveyor instruments;
 - b. A digital altimeter (ZiLevel or equivalent instrument) calibrated according to the manufacturer’s instructions;
 - c. Short digital inclinometer; or
 - d. Carpenter’s square or contour gauge.

D. Required Methodology and Documentation for Measurements of Length, Width, Height, or Clearance

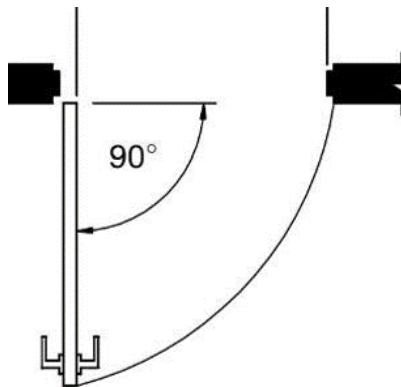
1. Measurements of length, width, height, or clearance: measure length, width, height, or clearance using the measuring tape and record all findings with the camera. The camera must be held square to the element and aligned to reduce parallax. Where possible, use the level to make sure that measurements are accurate and that the photograph is legible.

Illustration:



2. Measurements of slope: measurements of slope will be measured in percentages recorded to the tenth of a percent.
3. Measurements of length, width, height, or clearance: measurements of length, width, height, or clearance will be recorded in 1/8" increments.
4. Width of door opening: open the door to a 90 degree open position, measure from face of door to the edge of the stop on the opposing jamb.

Illustration:



If unable to open the door to a full 90 degrees due to an obstruction, photograph and document the obstruction and measure and record the width of the door leaf.

5. Parking and access aisle dimensions: measure from the centerline of the stripe to centerline of the stripe. Alternatively, measure from one side of the stripe to the same side of the stripe on the other side of the parking space.

6. Heights: measure heights of elements used by residents or members of the public to the top-most and bottom-most operating button, receptacle, etc., not to the centerline of the device, with the exception of electrical receptacles. For duplex electrical receptacles, the measurement is to the centerline of the top outlet (maximum height) or centerline of the bottom outlet (minimum height). Where elements are operated with a fob or motion sensor, the height measurement may be anywhere within the design sensitivity range.
7. Closet depth: measure closet depth from front of closet drywall to back of closet drywall on the inside of the closet.
8. Kitchen clearances: measure kitchen clearances from the edge of the counters to the opposing counters, cabinets, appliances, or walls. Do not include knobs at stoves, handles at refrigerators, and similar elements.
9. Slope:
 - a. Running slopes: measure running slopes by placing the digital level in a 36"-wide portion along the centerline of each flag perpendicular to travel and parallel to the run of the accessible route. If a route lacks control joints and construction joints (*e.g.*, is asphalt or brick paving), measure slopes at approximately 8' intervals along the route.
 - b. Cross slopes: measure cross slopes by placing the digital level in a 36"-wide portion along each flag perpendicular to travel and in a manner that is perpendicular to the run of the accessible route. If a route lacks control joints and construction joints (*e.g.*, is asphalt or brick paving), measure slopes at approximately 8' intervals along the route. If a flag appears to have significant warp, take additional measurements in order to report the full nature and extent of the existing conditions.
 - c. Slopes at door maneuvering spaces: measure slopes at door maneuvering spaces with at least one reading for running slope and one reading for cross slope. If the surface appears to be warped, take additional measurements in order to report the full nature and extent of the existing conditions. Measure running and cross slopes at door maneuvering spaces as follows:
 - i. Measure running slope perpendicular to and centered on the entrance door served by the maneuvering space with the end of the digital level approximately one foot from the face of the door; and

- ii. Measure cross slopes parallel to and centered on the entrance door served by the maneuvering space with the center of the digital level approximately one foot from the center point of the entrance door.

- d. Slopes at clear floor or ground spaces: measure running slopes and cross slopes at clear floor or ground spaces associated with amenities and controls (*e.g.*, the clear space at a power door operator) and at level landings and turns with at least one reading for running slope and one reading for cross slope. If the surface appears to be warped, take additional measurements in order to report the full nature and extent of the existing conditions.

- e. Slopes at curb ramps:
 - i. Running slopes: measure running slopes at the base and top of each curb ramp run. Measure running slopes at approximately the center of each top and bottom landing. Measure running slopes of aprons with the level aligned with the back of the curb line. Take additional measurements as needed to document warped conditions.

 - ii. Cross slopes: measure cross slopes at the base and top of each curb ramp run. Measure cross slope at approximately the center of each top and bottom landing. Take additional measurements as needed to document warped conditions.

- f. Slopes at parking spaces and access aisles:
 - i. Running slopes: measure running slopes at the top, middle, and bottom of each parking space and each access aisle. Measurements should be taken as close to the middle of the space (from side to side) as possible. If the space is occupied, take measurements at both sides. Take additional measurements as needed to document warped conditions or deteriorated asphalt.

 - ii. Cross slopes: measure cross slopes at the top, middle, and bottom of each parking space and each access aisle. Measurements should be taken as close to the middle of the space (from side to side) as possible. If the space is occupied,

take measurements at both sides. Take additional measurements as needed to document warped conditions or deteriorated asphalt.

10. Rise: measure rise using standard surveyors instruments, a measuring tape, a calibrated altimeter, or determine by performing calculation using data gathered using the level and measuring tape.
11. Door opening force: measure door opening force by pushing the force gauge against the portion of the door just above the latch or push plate. Do not include the force required to operate the latch. When recording closing speed, include the degrees used for the measurement (*e.g.*, 5 seconds, 90 degrees to completely closed or 2-1/2 seconds, 70 degrees to 3" from closed).
12. Field Notes: include survey date, people present, name of project, address, site plan or sketch, plans of the building(s) if available, unit plans, and any notes taken during the survey.
13. Digital photographs: include at least one context photo and at least one detail photo of the reading for each measurement.

Illustration: sample context photo



Illustration: sample photo of reading/dimension



APPENDIX D

NOTICE

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA,

Plaintiff,

v.

J. RANDOLPH PARRY ARCHITECTS, P.C.,
et al.,

Defendants.

:
: Civil Action
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: No. 5:20-cv-06249-JMG
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**NOTICE TO POTENTIAL AGGRIEVED PERSONS WITH DISABILITIES OF
ALLEGED DISCRIMINATION WITH RESPECT TO INACCESSIBLE FEATURES AT
CEDAR VIEWS APARTMENTS**

On [REDACTED], 20[REDACTED], the United States District Court for the Eastern District of Pennsylvania entered a Consent Order (the “**Consent Order**”) resolving claims against The Views at Pine Valley I, LP (the “**Views**”), the owner of Cedar Views Apartments (“**Cedar Views**”) in a lawsuit brought by the United States against J. Randolph Parry Architects, PC (“**Parry**”), the architect that designed Cedar Views, and several owners of properties designed by Parry, alleging violations of the Fair Housing Act and the Americans with Disabilities Act. The United States alleges that the units and many common use areas at the properties, including at Cedar Views, are not accessible to persons with physical disabilities.

In the Consent Order, the Views agreed to complete certain retrofits of the units and common use areas at Cedar Views to comply with the Fair Housing Act.

The Consent Order also establishes a Settlement Fund to compensate persons who have been harmed as a result of alleged discrimination at Cedar Views. You or members of your family may qualify to recover from the Settlement Fund if you or members of your family allege that you or they:

- were discouraged from living at Cedar Views because of the lack of accessible features of a unit or the complex;

- became a resident at Cedar Views, but were unable to use, or had difficulties using, portions of your unit or the apartment complex because they were not accessible (including the inability to have visitors who have disabilities);
- became a resident at Cedar Views and paid to have any portion of your unit or the complex modified to be more accessible;
- were not informed about, or offered, all available units because of your disability or the disability of someone who would be living with you; or
- requested a reasonable accommodation or reasonable modification for your disability or the disability of someone who was living with you, whether or not it was granted.

If you believe that you, a family member, or someone you know may have been harmed because of inaccessible features at Cedar Views, please contact the United States Department of Justice at: 1-833-591-0291, and selection option numbers (1-4-1).

You also may write to United States Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, 4 Constitution Square, 150 M Street, NE, Suite 8000, Washington, D.C. 20530, Attn: DJ 175-62-408.

***** You must call or write no later than 365 days from the entry of the Consent Order to be eligible for compensation, and your telephone message or letter must include your name, address, and, if possible, at least two telephone numbers where you may be reached.**

APPENDIX E

RELEASE OF ALL CLAIMS

In consideration of and contingent upon the payment of the sum of \$ [REDACTED], in accordance with the Consent Order entered in *United States v. J. Randolph Parry Architects, PC, et al.*, No. 5:20-cv-06249-JMG (the “**Action**”), I hereby release and forever discharge The Views at Pine Valley I, LP and its respective directors, officers, managers, partners, members, employees, agents, and representatives (collectively, the “**Releasees**”) from any and all liability for any claims, legal or equitable, I may have against them arising out of the claims in this Action, or relating to the unavailability or use of housing due to the lack of an accessible feature or condition, or a reasonable accommodation or modification relating to an accessible feature or condition at Cedar Views Apartments in Philadelphia, Pennsylvania as of the date of this Release. I fully acknowledge and agree that this release of the Releasees will be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

(Signature)

(Print name)

(Address)

(Date)

APPENDIX F

ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER

On the date set forth below, I received and read a copy of the Consent Order entered by the United States District Court for the Eastern District of Pennsylvania in *United States v. J. Randolph Parry Architects, PC, et al.*, No. 5:20-cv-06249-JMG, involving The Views at Pine Valley I, LP. I have had all of my questions concerning the Consent Order, the Fair Housing Act, and the Americans with Disabilities Act answered to my satisfaction.

(Signature)

(Print name)

(Position)

(Date)

APPENDIX G

**CERTIFICATION OF FAIR HOUSING AND
AMERICANS WITH DISABILITIES ACT TRAINING**

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

(Signature)

(Print name)

(Position)

(Date)