





4. The United States alleges that the Defendant has engaged in a pattern or practice of discrimination on the basis of familial status and/or a denial of rights to a group of persons that raises an issue of public importance, in violation of 42 U.S.C. § 3614, in the rental of dwelling units at Royal Park Apartments.

5. The United States alleges that the Defendant has refused to negotiate for the rental of, or otherwise made unavailable or denied housing to persons because of familial status, in violation of 42 U.S.C. § 3604(a), and made statements with respect to the rental of a dwelling that indicates a preference, limitation, or discrimination based on familial status, in violation of 42 U.S.C. § 3604(c).

6. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 3612(o) and 3614. Venue is proper under 28 U.S.C. § 1391(b) as the claims alleged herein arose in the District of Massachusetts.

7. The Defendant denies the allegations and claims asserted by the United States, and contends that it actively markets to families with children, and that 88 families with children reside at the Royal Park Apartments as of the effective date of this Consent Order.

8. The United States and the Defendant have agreed that in order to avoid protracted and costly litigation, this lawsuit should be resolved without a trial. Therefore, the parties consent to the entry of this Consent Order, as shown by the signatures below.



**ACCORDINGLY, IT IS HEREBY ADJUDGED, ORDERED AND DECREED:**

**II. Compromise of Disputed Claims**

9. The entry of this Consent Order is a compromise of disputed claims and is not an admission by the Defendant of any liability, wrongdoing, or noncompliance with the provisions of the Fair Housing Act.

**III. General Injunction**

10. The Defendant and all other persons in active concert or participation with it, are enjoined, with respect to the rental or sale of a dwelling, within the meaning set out in the Fair Housing Act, 42 U.S.C. §3602(b), from:

a. Refusing to rent a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the rental of a dwelling, or otherwise making unavailable or denying a dwelling to any person because of familial status; and,

b. Making any statement, oral or written, in connection with the rental of a dwelling, that expresses or indicates any preference, limitation, or discrimination, or any intent to make any such preference, limitation, or discrimination, on the basis of familial status.

11. The Defendant and all other persons in active concert or participation with it, are enjoined, with respect to the rental of a dwelling, from restricting and limiting families with children from renting units on certain floors and/or in certain buildings.

12. The Defendant represents that it does not own, manage or lease any other multi-family apartments other than Royal Park Apartments and this Order accordingly applies only to Royal Park Apartments.



#### **IV. Nondiscrimination Policy and Notice to Public**

13. Upon entry of this Consent Order, the Defendant shall implement the Nondiscrimination Policy appearing at Appendix A at Royal Park Apartments.

14. Within 15 days of the entry of this Consent Order, the Defendant shall distribute the Nondiscrimination Policy to all its current tenants, and, in accordance with paragraph 16, to the Defendant's employees, agents, and anyone acting under the direction of the Defendant, who has responsibility for showing, renting, or managing any and all dwelling units at the Royal Park Apartments.

15. Within 15 days of the entry of this Consent Order, the Defendant shall take the following steps at Royal Park Apartments to notify the public of its Nondiscrimination Policy:

a. Prominently post at its rental office that is currently or subsequently used for the rental of dwellings, a fair housing sign no smaller than ten (10) inches by fourteen (14) inches that indicates that all apartments are available for rent on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement;

b. Whenever any dwelling unit at Royal Park Apartments is available for rent, the Defendant shall prominently post an easily readable "For Rent" or "Vacancy" sign or notice in the rental office, and identify the unit or units that are available for rent. The sign or notice shall include the slogan "Equal Housing Opportunity" and/or the fair housing logo. Such slogan and logo shall be prominently displayed and easily readable;

c. Include the words "Equal Housing Opportunity" and/or the fair housing logo in all rental advertising conducted by the Defendant, or their agents or employees, in newspapers, flyers, handouts, telephone directories and other written materials; on radio, television, internet or other media broadcasts; and on all billboards, signs, pamphlets,





brochures and other promotional literature, provided that this requirement does not compel the Defendant to advertise in any of these media, but does require compliance with this provision whenever the Defendant so advertises. The words and/or logo shall be prominently placed and easily readable;

d. Include the following phrase in the rental application(s) and the rental agreement(s) used for rental dwelling units in boldface type, using letters of equal or greater size to those of the text in the body of the document:

We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18).

#### **V. Training**

16. Within 15 days of the entry of this Consent Order, the Defendant shall provide a copy of this Order to its agents and employees involved in showing, renting, or managing, any dwelling unit at Royal Park Apartments. The Defendant shall secure a signed statement from each such agent or employee acknowledging that he or she has received and read the Consent Order and the Nondiscrimination Policy (Appendix A), has had the opportunity to have questions about the Consent Order and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Order and the Policy. This statement shall be in the form of Appendix B.

17. During the duration of this Consent Order, within 30 days after each new agent or employee becomes involved in showing, renting, or managing units at Royal Park Apartments, the Defendant shall provide a copy of this Consent Order and the Nondiscrimination Policy to each such agent or employee and secure a signed statement from each agent or employee acknowledging that he or she has received and read the Consent Order and the



Nondiscrimination Policy (Appendix A), has had the opportunity to have questions about the Consent Order and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Order and the Nondiscrimination Policy. This statement shall be in the form of Appendix B.

18. Within 90 days from the date of entry of this Consent Order, all agents or employees of the Defendant who have any responsibility for showing, renting, or managing dwellings at the Royal Park Apartments, and each owner who supervises these activities or is otherwise involved in any of these activities, including making policy decisions that affect the operations of the Royal Park Apartments, shall undergo in-person training in the Fair Housing Act, with specific emphasis on discrimination on the basis of familial status. The training shall be conducted by an independent, qualified third party, approved in advance by the United States, and shall last at least two hours. Any expenses associated with this training shall be borne by the Defendant. Each individual who receives the training shall execute the Certificate of Training (Appendix C) and Statement Affirming Receipt of Consent Order and Nondiscrimination Policy (Appendix B).

19. At a minimum, the training required in the preceding paragraph shall consist of instruction on the requirements of all applicable federal and state housing discrimination laws and a question and answer session for the purpose of reviewing the foregoing areas.

20. During the duration of this Consent Order, all new agents or employees responsible for showing, renting, or managing dwelling units at the Royal Park Apartments must receive the fair housing training, described in Paragraphs 18 and 19, above, within 30 days of beginning their employment or agency and shall complete the required certifications (Appendices B and C).



## **VI. Nondiscriminatory Standards and Procedures**

21. Within 30 days from the entry of this Consent Order, the Defendant shall develop and submit to the United States, with respect to Royal Park Apartments, objective, uniform, nondiscriminatory standards and procedures for informing persons about and showing available dwelling units to prospective tenants. Such standards and procedures shall be approved by the United States in advance of their implementation and shall be consistent with the provisions of this Section. Within 5 days of when the United States approves the standards and procedures, the Defendant shall implement and prominently display them in any office at Royal Park Apartments where there is rental activity and/or personal contact with applicants. The Defendant and its agents and representatives shall make available a copy of these standards and procedures upon request to any applicant for the rental of a dwelling. For the duration of this Consent Order, these standards and procedures may be modified only if written notice is given to counsel for the United States 30 days before the proposed modifications are to take effect and the United States makes no objection thereto.

22. The nondiscriminatory standards and procedures discussed in Paragraph 21, above, shall include the use of the following documents, which the Defendant shall update for Royal Park Apartments as new information becomes available, and retain for the duration of this Consent Order:

- a. Guest Cards: The Defendant shall ensure that, for all prospective tenants who inquire in person about dwelling units, a Guest Card or other similar record is completed, either by the prospective tenant and/or the Defendant, that contains:



- i. The date of the prospective tenant's visit and, when the prospective tenant agrees to provide the information, the prospective tenant's name, address, daytime, and evening telephone numbers;
  - ii. The apartment size the prospective tenant requests and the date on which the prospective tenant wishes to move;
  - iii. Whether the prospective tenant filled out an application;
  - iv. Whether the prospective tenant was invited to see available dwelling units and the address and unit number of each one shown and, if not shown, an explanation why not; and
  - v. The names of all employees/agents who assisted the prospective tenant.
- b. Phone Logs: The Defendant shall ensure that, for all prospective tenants who inquire by telephone about dwelling units, the Defendant shall maintain a phone log that contains the following information:
- i. The date of the prospective tenant's phone call and, when the prospective tenant agrees to provide the information, the prospective tenant's name and telephone number(s);
  - ii. The date and time on which the prospective tenant is going to view the apartment;
  - iii. The apartment size the prospective tenant requests and the date on which the prospective tenant wishes to move;
  - iv. Whether the prospective tenant was invited to see available dwelling units, and if not invited, an explanation why not; and





- v. The names of all employees/agents who assisted the prospective tenant.
- c. Availability List: The Defendant shall ensure that it maintains and timely updates an Availability List that includes the unit numbers and size of all dwelling units known to be available or reasonably expected to be available for rental within 30 days, including the date either the Defendant or the Defendant's agent(s) was first informed each would be available for rental and the first date it would be available for rental or occupancy by a new tenant. The Defendant, its agents and employees, shall share the information on the Availability List with each person who visits or calls to inquire about the availability of dwelling units.
- d. Rental Applications: The Defendant, its agents and employees, shall provide and process rental applications on a nondiscriminatory basis and shall maintain all rental applications, whether deemed complete or incomplete, and any correspondence about the availability of dwelling units.
- e. Waiting Lists: The Defendant, its agents and employees, shall maintain waiting lists in a non-discriminatory manner and develop uniform standards for selecting individuals from the list.



### **VII. Compliance Testing**

23. The United States may take steps to monitor the Defendant's compliance with this Consent Order including, but not limited to, conducting fair housing tests at any office(s) or location(s) at which the Defendant conducts rental activities.

### **VIII. Reporting and Document Retention Requirements**

24. The Defendant shall, no later than 15 days after occurrence, during the duration of the Consent Order, provide to the United States notification and documentation of the following events at the Royal Park Apartments: <sup>1</sup>

- a. Any change to the rules or practices regarding the nondiscrimination policy discussed in Section IV or the nondiscriminatory standards and procedures discussed in Section VI, above;
- b. Proof of notification of the Consent Order and nondiscrimination policy described in Section IV, including executed copies of the Acknowledgment forms, appearing at Appendix B; Certifications of training, appearing at Appendix C, and a list of the names and addresses for all tenants to whom the nondiscrimination policy was provided; and
- c. Any written or oral complaint against the Defendant, its agents, or employees, regarding discrimination in housing. If the complaint is written, the Defendant shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name,

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1. All documents or other communications required by this Consent Order to be sent to counsel for the United States shall be sent by commercial (non-USPS) overnight delivery service addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street N.W., Suite 7002, Washington, D.C. 20006, Attn: DJ 175-36-321, or as otherwise directed by the United States. Facsimile transmissions shall be sent to (202) 514-1116.



address, and telephone number. The Defendant shall also promptly provide the United States all information it may request concerning any such complaint and shall inform the United States within 15 days of the substance of any resolution of such complaint.

25. Within 90 days of the date of entry of this Consent Order, and every 6 months thereafter during the first two years of this Consent Order, and once in the third year of this Consent Order, the Defendant shall deliver to counsel for the United States a report containing information regarding its compliance efforts during the preceding reporting period, including but not limited to:

- a. Executed copies of Appendices B and C, to the extent not previously provided;
- b. Notification and documentation of the adoption and implementation of the Nondiscriminatory Policy discussed in Section IV;
- c. Photographs of each office at Royal Park Apartments in which rental activity is conducted, showing the fair housing signs and Nondiscrimination Standards and Procedures, pursuant to Sections IV and VI of this Order;
- d. Copies of rental applications, guest cards, availability lists, and other information recorded by any means related to any inquiries regarding the availability of rental dwellings, maintained pursuant to Section VI of this Order;
- e. Any advertisements published in local newspapers pursuant to Paragraph 15 (c).



The final report to the United States shall be submitted no later than 60 days before the expiration of this Order.

26. During the period in which this Consent Order is in effect, the Defendant shall preserve all records for the Royal Park Apartments that are the source of, contain, or relate to any of the information pertinent to their obligations under this Order, including, but not limited to, all guest cards, availability lists, waiting lists, rental applications, leases, rental roll ledgers, and occupancy lists. Upon reasonable notice to counsel for the Defendant, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, the Defendant shall provide copies of such documents.

#### **IX. Monetary Damages for Aggrieved Persons**

27. Within 15 days of the entry of this Consent Order, the Defendant shall deposit in an interest-bearing escrow account the total sum of \$ 135,000.00 (one hundred and thirty-five thousand dollars) for the purpose of compensating those persons whom the Court determines are aggrieved persons (hereinafter “aggrieved persons”). This money shall be referred to as “the Settlement Fund.” Within five days of the establishment of this Fund, the Defendant shall submit proof to the United States that this account has been established and the funds deposited. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth herein.

28. The Defendant shall be solely responsible for any taxes assessed or owed on any interest earned on money deposited pursuant to Paragraph 27 above.

29. Within fifteen (15) days of the entry of this Consent Order, the Defendant shall distribute to all tenants of Royal Park Apartments a Notice to Potential Aggrieved Persons





(“Notice”), as set out in Appendix D, by delivery to each unit. Within ten (10) days after such copies of the Notice have been delivered, the Defendant shall provide the United States a signed statement attesting to the fact that it has complied with this provision of this Consent Order.

30. Within fifteen (15) days of the entry of this Consent Order, the Defendant shall arrange and publish a Notice to Potential Victims of Housing Discrimination (hereafter “Notice”) as follows:

- a. The Notice shall be published on at least three (3) occasions in each of the following publications: North Attleboro Free Press and Attleboro Sun Chronicle. The Notice shall be published in a space measuring at least one-eighth (1/8) of a page.
- b. Each Notice shall include the information set forth in Appendix D, and also contain a statement that the United States seeks information from any person who claims to have been subjected to discrimination based on familial status either as a tenant or applicant to Royal Park Apartments and invite such persons to contact counsel for the United States within one hundred twenty (120) days from the effective date of this Consent Order.
- c. The Defendant shall provide a copy of the newspapers containing each such Notice to counsel for the United States within ten (10) days of the date of publication of the Notice.

31. To the extent that such records have not already been produced to the United States, the Defendant shall produce any rental/tenancy records, or any other records in the possession, custody, or control of the Defendant, its agents or employees, upon notice to counsel for the Defendant, that the United States believes to be useful in identifying persons who may be



entitled to relief under this Consent Order. Upon reasonable notice, the Defendant shall provide such rental/tenancy records through counsel for the Defendant.

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

33. Within 270 days from the entry of this Consent Order, the United States shall make a preliminary determination of which persons are aggrieved and an appropriate amount of damages that should be paid to each such person. The United States will inform the Defendant in writing of its determinations, together with a sworn declaration from each newly-identified, allegedly aggrieved person setting forth the factual basis for the claim. The Defendant shall have 14 days from the date of receipt of the factual basis of the claim to review the declaration(s) and provide to the United States any documents or information it believes may refute the claim(s).

34. After reviewing the Defendant's comments, the United States shall submit its final recommendations, together with a copy of the declarations and any opposition or additional information submitted by the Defendant, to the Court. However, if the Defendant agrees with the United States' recommendations, the recommendation shall be submitted to the Court in the form of a Stipulated Order. When the Court issues an order approving or changing the United States' proposed distribution of funds for allegedly aggrieved persons, the Defendant shall, within 10 days of the entry of the Court's order, deliver to counsel for the United States, by overnight mail,<sup>2</sup> checks payable to the aggrieved persons in the amounts approved by the Court, provided that the United States shall not deliver payment to an aggrieved person pursuant to this paragraph before the aggrieved person has executed and provided to counsel for the United

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2. The overnight mail enclosing the checks shall be addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, DJ 175-36-321, United States Department of Justice, 1800 G Street, NW, Washington, D.C. 20006.



States a written release (in the form of Appendix E) of all claims, legal or equitable, that he or she might have against the Defendant.

35. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund plus accrued interest.

36. After the satisfaction of paragraphs 27-34 above, and the expiration of the corresponding time periods, any money remaining in the Settlement Fund, including interest, shall be distributed to a qualified organization(s) for the purpose of conducting enforcement or educational activities related to the Fair Housing Act in the region consisting of southern Massachusetts and northeastern Rhode Island, with an emphasis on the protection of the rights of families with children. Before selecting the qualified organization(s), the Defendant shall obtain a proposal from the organization(s) on how the funds will be used consistent with the above-stated purpose, submit such proposal to the United States, and consult with and obtain the non-objection of the United States. The United States and the Defendant may request modification of the proposal before approving the organization(s). The parties shall thereafter seek approval from the Court to distribute the remaining funds to the qualified organization(s), and the Defendant shall distribute such funds within thirty (30) days of the Order consistent with the terms therein.

37. The Defendant shall also require that the qualified organization(s) receiving funds submit to the Defendant and the United States a detailed report on how the funds are utilized within one year of receipt of funds, and every year thereafter until the funds are exhausted.



### **X. Civil Penalty**

38. Within 30 days of the entry of this Consent Order, the Defendant shall pay a total of \$7,500.00 (seven thousand, five hundred dollars) to the United States as a civil penalty, pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be in the form of an electronic funds transfer pursuant to written instructions by the United States.

39. The civil penalty payment referenced in this Section is a debt for a fine, penalty, or forfeiture payable to and for the benefit of the United States within the meaning of 11 U.S.C. § 523(a)(7), and is not compensation for actual pecuniary loss. The Defendant shall not seek to discharge any part of this debt in bankruptcy.

### **XI. Acquisition or Transfer of Interest in Dwellings**

40. If at any time while this Consent Order remains in effect, the Defendant maintains that its obligations under this Consent Order have terminated or changed because it has sold or transferred all or any portion of Royal Park Apartments to a bona-fide third party purchaser in an arms-length transaction, the Defendant shall inform the United States within thirty (30) days of such transaction and provide the date of the sale or transfer, copies of the sale or transfer documents, and the name(s) and contact information for the subsequent purchaser.

41. If any transfer of the Defendant's interest in Royal Park Apartments is not an arm's-length transaction, the Defendant and the new owner(s) shall remain jointly and severally liable for any violations of this Order for its duration.

### **XII. Duration, Modification, and Non-Compliance with Consent Order**

42. The Court shall retain jurisdiction for the duration of this Consent Order to enforce its terms, after which time the case shall be dismissed with prejudice. This Order shall be in effect for a period of three years from the date of its entry. The United States may move





the Court to extend the duration of the Consent Order in the event of noncompliance, whether intentional or not, with any of its terms, or if it believes the interests of justice so require.

43. The Consent Order constitutes a full and final resolution of all claims under the Fair Housing Act that the United States alleged, or could have alleged, in this action relating to familial status discrimination by the Defendant at the Royal Park Apartments.

44. By agreeing to entry of this Consent Order, the United States and the Defendant agree that in the event the Defendant engages in any future violation(s) of the Fair Housing Act, such violation(s) shall constitute a “subsequent violation” pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii). This provision applies to any future violation, whether resolved voluntarily or through judicial proceedings.

45. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Order prior to bringing such matters to the Court for resolution. However, in the event the United States contends that there has been a failure by the Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Consent Order or otherwise 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.

46. Any time limits for performance imposed by this Order may be extended by mutual written agreement of the parties.



### **XIII. Effect on Litigation Holds**

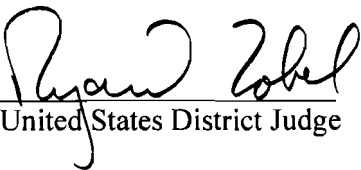
47. The parties agree that, as of the date of entry of this Consent Order, litigation is not reasonably foreseeable concerning the matters described herein. To the extent that any party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in this Order, the party is no longer required to maintain such a litigation hold.

48. The preceding paragraph does not relieve the Defendant of any record keeping responsibilities imposed by the terms of this Order.

### **XIV. Costs of Litigation**

49. Each party to this litigation will bear its own costs and attorneys' fees associated with this litigation.

IT IS SO ORDERED, Dated: 5/4, 2015

  
United States District Judge



By their signatures below, the parties consent to the entry of this consent order.

*For the United States*

CARMEN M. ORTIZ  
United States Attorney  
District of Massachusetts

VANITA GUPTA  
Principal Deputy Assistant Attorney General  
Civil Rights Division

/s/ Jennifer A. Serafyn  
JENNIFER A. SERAFYN  
Assistant United States Attorney  
One Courthouse Way  
Suite 9200  
Boston, MA 02210  
Tel: (617) 748-3188  
Fax: (617) 748-3969  
E-mail: Jennifer.Serafyn@usdoj.gov

/s/ Beth Pepper  
STEVEN H. ROSENBAUM  
Chief, Housing Section  
R. TAMAR HAGLER  
Deputy Chief  
BETH PEPPER  
Trial Attorney  
United States Department of Justice  
Housing and Civil Enforcement Section  
950 Pennsylvania Avenue, N.W.  
Northwestern Building, 7th Floor  
Washington, DC 20530  
Tel: (202) 305-0916  
Fax: (202) 514-1116  
E-mail: Beth.Pepper@usdoj.gov

*For Defendant J & R Associates*

/s/ Bruce E. Falby  
BRUCE FALBY  
DLA Piper LLP (US)  
33 Arch Street, 26th Floor  
Boston, Massachusetts 02110-1447  
Tel: (617) 406-6020  
Fax: (617) 406-6120  
E-mail: bruce.falby@dlapiper.com



**APPENDIX A**

**NONDISCRIMINATION POLICY**

It is the policy of J & R Associates to comply with Title VIII of the Civil Rights Act of 1968, as amended, commonly known as the Fair Housing Act, by ensuring that apartments are available to all persons without regard to race, color, religion, national origin, disability, familial status (having children under the age of 18), or sex. This policy means that, among other things, J & R Associates, and all its agents and employees with the responsibility for renting, showing, or managing any dwelling units must not discriminate in any aspect of the rental of dwellings against qualified applicants or tenants. Specifically, they may not:

- A. Refuse to rent, refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, disability, familial status, or sex;
- B. Discriminate against any person in the terms, conditions or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, disability, familial status, or sex;
- C. Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, national origin, disability, familial status, or sex; or,
- D. Represent to persons because of race, color, religion, national origin, disability, familial status, or sex that any dwelling is not available for inspection or rental when such dwelling is in fact so available.

Any agent or employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in unequal service to, treatment of, or behavior toward tenants or actual or potential applicants on the basis of race, color, religion, national origin, disability, familial status, or sex may constitute a violation of state and federal fair housing laws. Any tenant or applicant who believes that any of the above policies have been violated by any owner, agent, or employee may contact the U.S. Department of Housing and Urban Development at 1-888-799-2085, or the U.S. Department of Justice at 1-800-896-7743 or 202-514-4713.





**APPENDIX B**

**ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER AND  
NONDISCRIMINATION POLICY**

I acknowledge that on \_\_\_\_\_, 20\_\_\_\_, I was provided copies of the Consent Order entered by the Court in *United States v. J & R Associates*, Civil Action No. \_\_\_\_\_ (D. Massachusetts), and the Nondiscrimination Policy adopted by the Defendant, J & R Associates, pursuant thereto. I have read and understand these documents and have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Date



**APPENDIX C**

**EMPLOYEE TRAINING ACKNOWLEDGMENT**

I acknowledge that on \_\_\_\_\_, 20\_\_\_\_, I received \_\_\_\_\_  
minutes of in-person training on the requirements of the Fair Housing Act.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Date



**APPENDIX D**

**NOTICE TO POTENTIAL AGGRIEVED PERSONS**

On [            ], the United States District Court for the District of Massachusetts entered a Consent Order resolving a lawsuit brought by the United States against J & R Associates, the owner of Royal Park Apartments in North Attleboro, Massachusetts. The lawsuit alleged that J & R Associates violated the Fair Housing Act by implementing a policy of excluding families with children from particular buildings, floors, and/or units at Royal Park Apartments. J & R Associates denies the allegations and claims asserted by the United States, and contends that it actively markets to families with children and that 88 families with children were residing at the Royal Park Apartments as of the effective date of the Consent Order. The entry of the Consent Order is a compromise of disputed allegations and claims and is not an admission by the Defendant of any liability, wrongdoing, or noncompliance with the provisions of the Fair Housing Act. The parties agreed to the entry of this Consent Order to avoid protracted and costly litigation.

The Consent Order requires, among other things, that the Defendant, J & R Associates, make available all units, floors, and buildings at Royal Park Apartments to families with children.

The Consent Order also establishes a Settlement Fund to make payments to compensate persons who are victims of this type of alleged discrimination. You may be entitled to a monetary award from the Settlement Fund if you (1) sought to live or did become a tenant at Royal Park Apartments, (2) have a child under the age of 18 living with you (either because you are the parent or legal guardian), and (3) were denied the opportunity to live at Royal Park



Apartments or were offered the ability to live only in certain “family buildings” or on the first floor of other buildings.

If you believe you may be a victim based on the above criteria, or if you have information about someone else whom you believe may qualify, please contact the United States Department of Justice, no later than \_\_\_\_\_, at: 1-800-896-7743 and select menu option

\_\_\_\_\_. You may also write to:

United States Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
1800 G Street, N.W., Suite 7002  
Washington, DC 20006  
Attn: DJ# 175-62-395

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**

**FULL AND FINAL RELEASE OF CLAIMS**

In consideration for the parties' agreement to the terms of the Consent Order they entered into in the case of *United States v. J & R Associates*, Civil Action No. \_\_\_\_\_ as approved by the United States District Court for the District of Massachusetts, and in consideration for the payment of \$ [\_\_\_\_\_]

I, \_\_\_\_\_, do hereby fully release and forever discharge J & R Associates (hereinafter "the Defendant"), along with its insurers, co-insurers, reinsurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, former employees, independent contractors, heirs, executors, and administrators and any persons acting under the Defendant's respective direction or control from any and all fair housing claims set forth or related to the facts at issue in the litigation referenced above, or in any way related to that litigation, and any other claims arising from alleged housing discrimination that I may have had against any of them for any of the Defendant's actions or statements related to those claims through the date of this Release.

I understand and acknowledge that the payment made by J & R Associates hereunder does not constitute, and shall not be construed as, an admission of any kind, and that J & R Associates expressly denied liability.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

