

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

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

LIFEQUEST NURSING CENTER CONSENT ORDER

I. INTRODUCTION

1. This action is brought by the United States to enforce provisions of the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3601-3619 and the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181-12189. Specifically, the United States’ Second Amended Complaint alleges that Defendants have engaged in a pattern or practice of discrimination against persons with disabilities and denied rights to a group of persons because of disability by failing to design and construct covered multifamily dwellings with the features of accessible and adaptive design and construction required by the FHA, 42 U.S.C. § 3604(f)(1), (f)(2), and (f)(3), and as required by the ADA, 42 U.S.C. § 12183(a)(1). *See ECF No. 41*. These covered multifamily dwelling units include properties for seniors, including independent living, assisted living, and memory support dwelling units.

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

“Order”) (collectively “Parties”) and agree that this Court has jurisdiction over the subject matter of this case under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 3614(a) and 12188(b)(1)(B). The Parties further agree that this controversy should be resolved without further proceedings and without an evidentiary hearing or a trial.

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

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

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

II. DEFINITIONS

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

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

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

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

III. RECITALS

A. Subject Property

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

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

B. Relevant Requirements of the Fair Housing Act

12. The FHA provides that, for residential buildings with an elevator consisting of four or more dwelling units, all units that are designed and constructed for first occupancy after March 13, 1991, are “covered multifamily dwellings” and must include certain basic features of accessible and adaptive design to make such units accessible to or adaptable for use by persons with disabilities. 42 U.S.C. § 3604(f)(3)(C) and (f)(7)(A).

13. The FHA provides that, for non-elevator residential buildings with four or more dwelling units, all ground-floor units that are designed and constructed for first occupancy after March 13, 1991, are “covered multifamily dwellings” and must include certain basic features of accessible and adaptive design to make such units accessible to or adaptable for use by persons with disabilities. 42 U.S.C. § 3604(f)(3)(C) and (f)(7)(B).

14. The Accessible Design Requirements in the FHA for covered multifamily dwellings include: (i) the public use and common use portions of such dwellings must be readily accessible to and usable by persons with a disability; (ii) all the doors designed to allow passage into and within all premises within such dwellings must be sufficiently wide to allow passage by persons with a disability using wheelchairs; (iii) all premises within such dwellings must contain the following features of adaptive design: (I) an accessible route into and through the dwelling; (II) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; (III) reinforcements in bathroom walls to allow later installation of grab bars; and (IV) usable kitchens and bathrooms such that an individual using a wheelchair can maneuver about the space. 42 U.S.C. § 3604(f)(3)(C).

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

C. Relevant Requirements of the ADA

16. The ADA and the ADA Standards for Accessible Design, ADA Accessibility Guidelines for Buildings and Facilities, 28 C.F.R. pt. 36, app. A (“ADA Standards”), that have been issued by the U.S. Department of Justice (the “Department”) to implement the design and construction requirements of Title III of the ADA, also require that all “public accommodations” designed and constructed for first occupancy after January 26, 1993, and the goods, services, facilities, privileges, advantages, or accommodations of those public accommodations, be readily

accessible to and usable by persons with disabilities in accordance with certain accessibility standards promulgated under that Act. 42 U.S.C. §§ 12182(a) and 12183(a)(1). A rental or sales office for an apartment, condominium, or patio home complex is a “public accommodation” under the ADA. 42 U.S.C. § 12181(7)(E).

17. For the purposes of this Order, LifeQuest agrees that the rental offices at the Subject Property were designed and constructed for first occupancy after January 26, 1993, and therefore the rental offices and the facilities and privileges provided at those offices, such as public parking, are required to be designed and constructed in accordance with the standards promulgated under the ADA.

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

IV. GENERAL INJUNCTION

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

V. RETROFITS

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

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

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

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

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

VI. INCONVENIENCE AND OVERNIGHT STAYS FOR RETROFITTING AT SUBJECT PROPERTIES

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

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

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

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

VII. NEUTRAL INSPECTOR

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

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

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

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

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

VIII. ACCESS TO SUBJECT PROPERTIES

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

IX. TRANSFER OF INTEREST

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

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

X. NO RAISING OF RENT PRICES OR FEES

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

XI. NON-DISCRIMINATION IN FUTURE DESIGN AND CONSTRUCTION

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

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

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

Standards, ANSI A117.1-1986 and the field of accessible site design and certifying that he/she has reviewed the engineering documents for the project and that the design specifications therein fully comply with the requirements of the FHA, the ADA, the ADA Standards, and ANSI A117.1-1986 or a HUD-recognized safe harbor used in its entirety;

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

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

XII. SETTLEMENT FUND AND PAYMENTS TO AGGRIEVED PERSONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. PUBLIC INTEREST PAYMENT.

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

XIV. EDUCATIONAL PROGRAM

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

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

52. LifeQuest will also ensure that it and its employees and agents who have authority over the design and/or construction of covered multifamily dwellings have a copy of, are familiar with, and personally review the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991), and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act, (August 1996, Rev. April 1998). Defendant and all employees and agents whose

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

53. Within ninety (90) days of the date of entry of this Order, LifeQuest and its employees and agents whose duties, in whole or in part, involve or will involve management authority over the development, design, and/or construction of multifamily dwellings, will undergo training on the design and construction requirements of the FHA and the ADA. The training will be conducted by a qualified individual, unconnected to LifeQuest or LifeQuest's attorneys, who has been approved in advance by the United States. Any expenses associated with this training will be borne by LifeQuest. LifeQuest will provide to the United States, within thirty (30) days after the training, the name(s), address(es) and telephone number(s) of the trainer(s); copies of the training outlines, and any materials distributed by the trainers; and certifications executed by LifeQuest and covered employees and agents confirming their attendance, in a form substantially equivalent to Appendix I.

XV. NOTICE OF NON-DISCRIMINATION POLICY

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

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

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

XVI. NOTIFICATION AND DOCUMENT RETENTION REQUIREMENTS

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

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

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

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

XVII. COOPERATION IN CONTINUED LITIGATION

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

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

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

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

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

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

XVIII. REASONABLE ACCOMMODATIONS.

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

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

XIX. DURATION OF CONSENT ORDER AND TERMINATION OF LEGAL ACTION

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

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

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

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

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

XX. TIME FOR PERFORMANCE

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

Dated: 04/13/2022

/s/ John M. Gallagher
United States District Judge

FOR THE UNITED STATES:

Respectfully submitted,

KRISTEN CLARKE
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FOR DEFENDANT:

LIFEQUEST NURSING CENTER

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

By: Roger B. Hiser

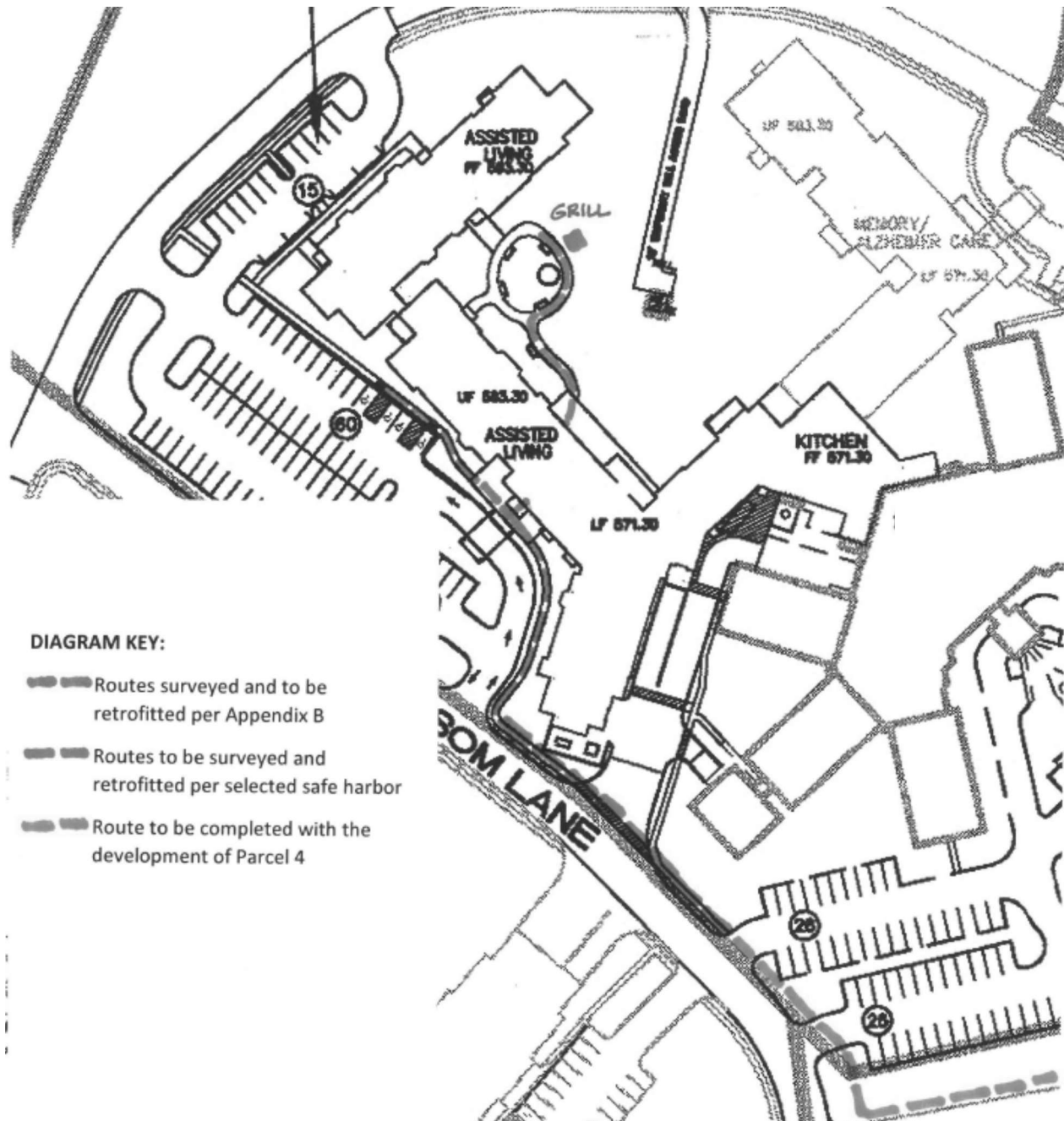
President

APPENDIX A

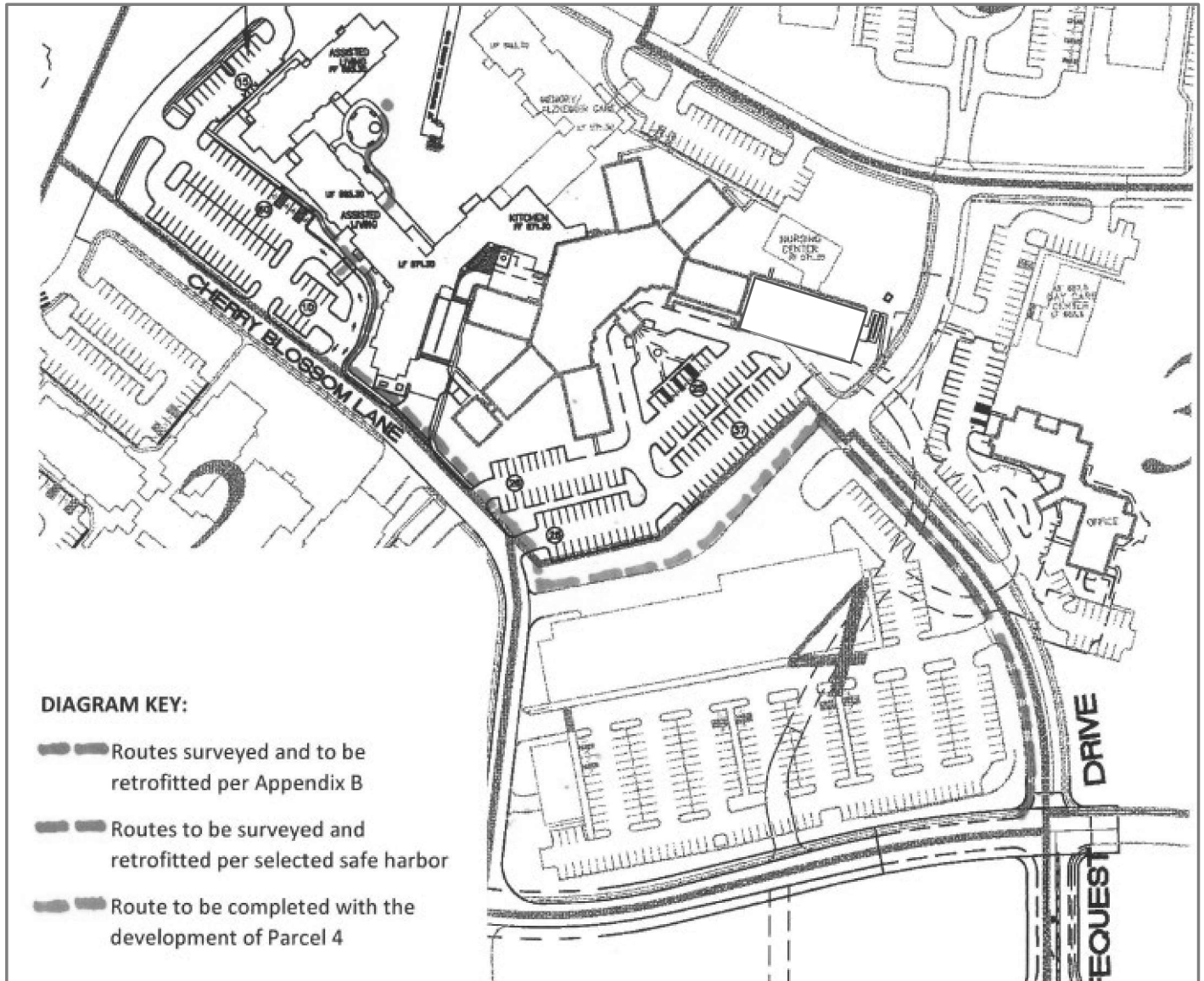
LIFEQUEST ASSISTED LIVING

2100 Cherry Blossom Lane
Quakertown, PA 18951

ACCESSIBLE ROUTE DIAGRAM



ACCESSIBLE ROUTE DIAGRAM



LIFEQUEST ASSISTED LIVING FACILITY QUAKERTOWN, PA

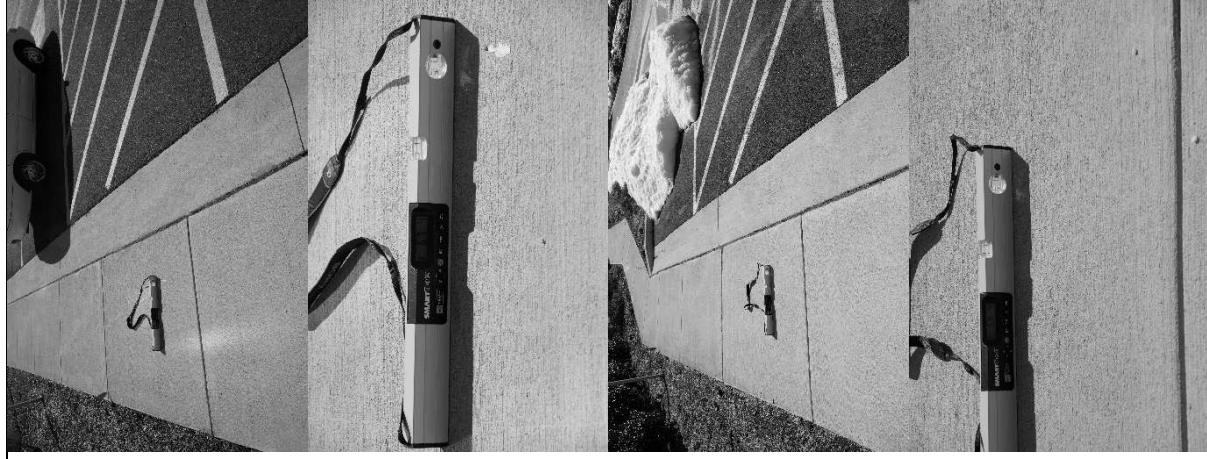
APPENDIX B

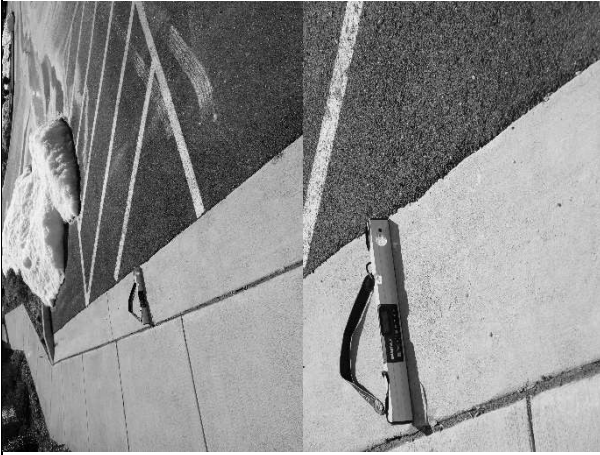
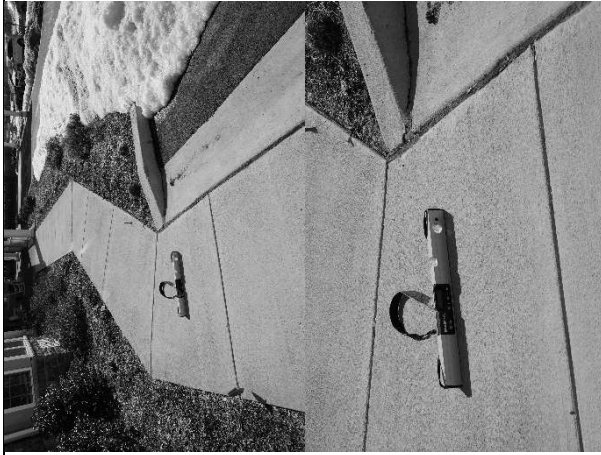
INACCESSIBLE FEATURES AT PUBLIC AND COMMON USE AREAS

General Notes on Unsurveyed Portions of the Routes:

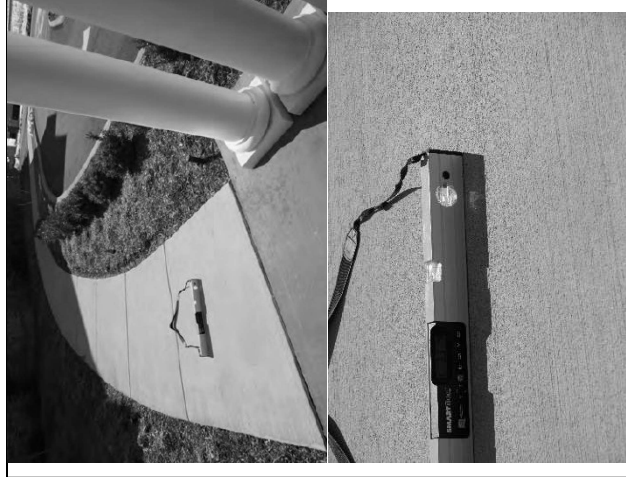
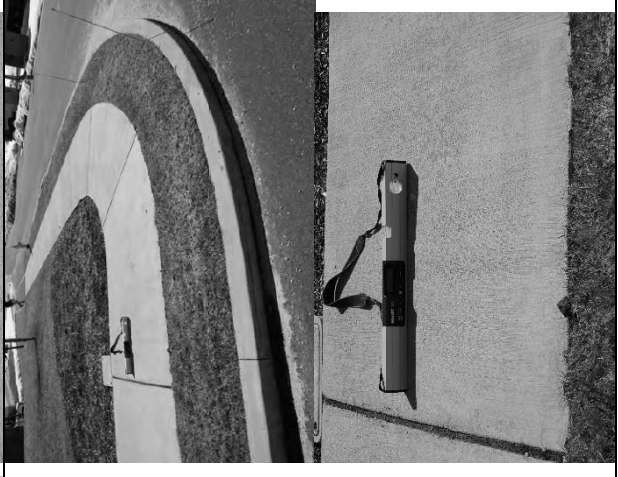
1. Identify proposed schedule for completion of survey(s). Provide minimum 21 day notice to DOJ prior to survey date.
2. Coordinate with DOJ representative(s) as needed to facilitate DOJ attendance at survey.
3. Provide addendum to LifeQuest report with findings from survey(s). Include all photographs and field notes.
4. Add items to Appendix B as necessary.

A. Exterior		
	Exterior	Inaccessible Feature
1.		At the head of the accessible parking, the accessible route turns on the curb ramp. Therefore, the curb ramp creates a cross slope of 5% to 6.7%. Maximum 2% cross slope allowed at aisle and at sidewalk (2010 ADA Standards 206.1, 403.3 and FHA Req. 1 or 2, 4.3.7).
		Retrofit Remove and replace concrete sidewalk and curb ramp. All cross slopes at the completed accessible route at the sidewalk and the access aisle must be no more than 2%.

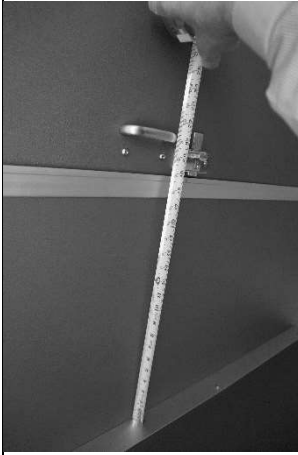


2.		In the access aisle that is nearest the building entrance, the gutter portion has a slope of 3.6%. Maximum 2% cross slope allowed at access aisle (2010 ADA Standard 208, 502.4).	Retrofit the gutter portion of the access aisle so that the slope is no greater than 2%.
3.		Starting at the edge of the curb ramp at the accessible parking spaces going toward the portico, for about 30', the accessible route has a cross slope that ranges between 3.2% and 6.1%. A maximum cross slope of 2.0% is allowed at an accessible route (2010 ADA Standard 206.1, 403.3 and FHA Req. 1 or 2, 4.3.7).	Retrofit the identified section of the accessible route. All cross slopes at the completed accessible route must be no more than 2%.

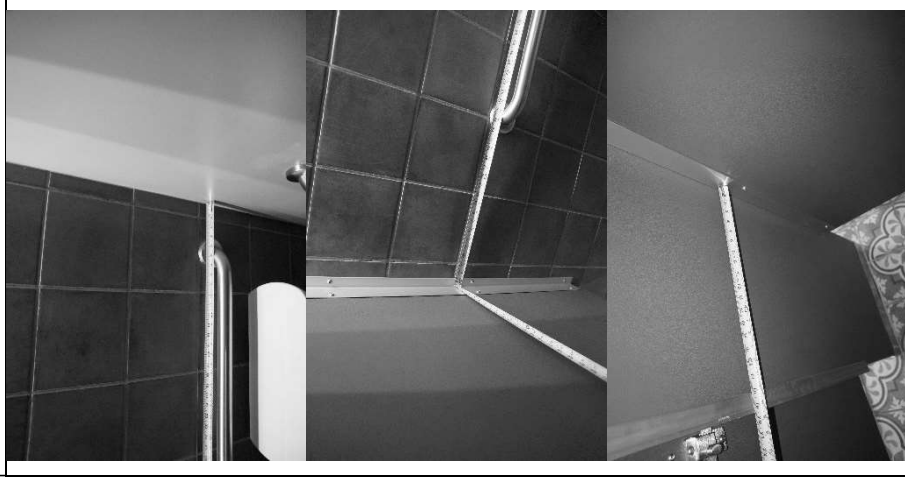


4.		Starting at the right side of the portico going toward the public right-of-way for about 5', the accessible route has a cross slope of 3.3%. A maximum cross slope of 2.0% is allowed at an accessible route (2010 ADA Standard 206.1, 403.3 and FHA Req. 1 or 2, 4.3.7).	Retrofit the identified section of the accessible route. All cross slopes at the completed accessible route must be no more than 2%.
5.		Beginning at the utility cover going toward the public right-of-way sidewalk, for about 12 linear feet, the running slope is 6.8%. There are no landings at the top and bottom and there are no handrails or edge protection. An accessible route with a slope greater than 1:20 (5%) is a ramp (2010 ADA Standard 106.5, 405.2 and FHA Req. 1 or 2, 4.3.7). A ramp with a rise greater than 6 inches shall have landings at the top and bottom, and handrails and edge protection at both sides (2010 ADA Standard 206.1, 405.7, 405.8, 409.9 and FHA Req. 1 or 2, 4.8.4, 4.8.5, 4.8.7).	Remove and replace the accessible route starting from the utility cover going approximately 12 to 14 linear feet toward the public right-of-way sidewalk. All running slopes at the completed accessible route must be no more than 5%.

B. Common Use		
Common Use, General	Inaccessible Feature	Retrofit
6. Provide list of doors to be surveyed and adjusted as needed. List may be in either graphic form (annotated floor plan) or in Word. List may be an attachment to Appendix B.	Common use interior doors must be openable with no more than 5-pounds force and take at least 3 seconds to move an open position of approximately 12 degrees (2010 ADA 404.2.8.1 (5 seconds) and FHA Req. 2, 4.13.10, 4.13.11). Throughout the building, the doors with closers require 6 to 9 pounds force.	Survey all listed interior doors for force required for pushing and pulling open the door, and for the sweep period for the door to close to approximately 12 degrees. Identify doors that are fire doors and adjust to operate with the least force necessary to close and latch the door. Adjust all remaining doors to operate with not more than 5-pounds of force. Adjust all doors to close with a sweep period of at least 3 seconds to close to approximately 12 degrees (from 90 degrees).
7. 	Inaccessible Feature Seating is provided at tables. At least 5% of the tables must provide accessible wheelchair spaces. A compliant wheelchair space must provide clear floor space under the table that is at least 30" wide, 27" high, and 19" deep (FHA Accessibility Guidelines §804(b) and Req. 2, 4.30.2). At the luncheon area, there are about 7 tables. Therefore, 1 must have wheelchair spaces. However, the knee and toe space is blocked by pedestals with feet.	Retrofit In the luncheon area, install table with knee space at least 27 inches high and 30 inches wide extending at least 19 inches under the surface.

8.		At least one of each type of storage must be within reach. At this location, an unobstructed side reach is possible. Therefore, it must be between 9" and 54" above the floor (FHA Req. 2, 4.23.3, 4.2.6). In the Fitness Room, the hooks for the exercise mats are about 74" above the floor.	Remove hooks, install new hooks, or lower existing hooks to a maximum height of 54 inches.
	Women's Room near Luncheon Area	Inaccessible Feature	Retrofit
9.		Toilet stall must be at least 60" wide and the door must be within 4" of the corner that is farthest from the toilet (FHA Req. 2, 4.17.3, Figure 30). The stall is 60" wide. Therefore, the door must be within 4" of the corner. However, it is 18 3/4" from the corner.	Reconfigure toilet partitions so that compartment door is within 4 inches of the corner farthest from the toilet.
10.		The centerline of the toilet paper dispenser must be 7" to 9" in front of the toilet (2010 ADA Standard 604.7). It is about 9 1/2" in front of the toilet.	Relocate the toilet paper dispenser to a position with the centerline 7" to 9" in front of the toilet.

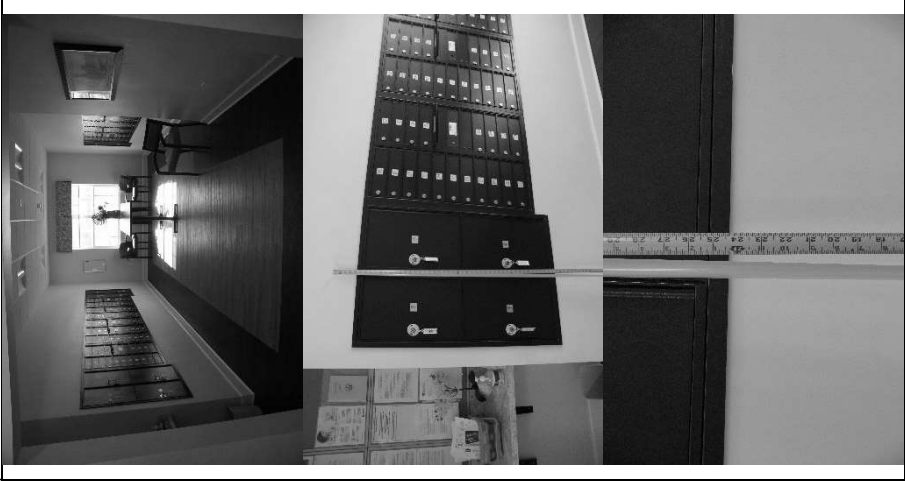


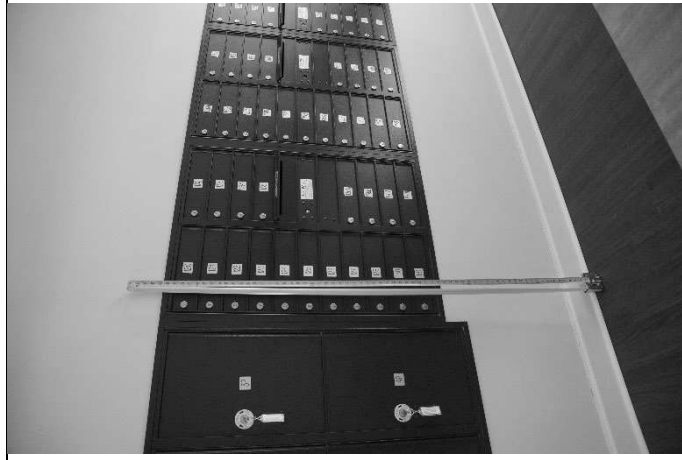
	Men's Room near Luncheon Area	Inaccessible Feature	Retrofit
11.		Toilet stall must be at least 60" wide and the door must be within 4" of the corner that is farthest from the toilet (FHA Req. 2, 4.17.3, Figure 30). The stall door is 19 1/2" from the corner farthest from the toilet.	Reconfigure toilet partitions so that compartment door is within 4 inches of the corner farthest from the toilet.

			
	First Floor	Inaccessible Feature	Retrofit
12.		Seating is provided at tables. At least 5% of the tables must provide accessible wheelchair spaces. A compliant wheelchair space must provide clear floor space under the table that is at least 30" wide, 27" high, and 19" deep (FHA Accessibility Guidelines §804(b) and Req. 2, 4.30.2). In the Library, there are several tables. Therefore, 1 must have a wheelchair space. However, the knee space is only 25 1/4" tall.	In the library, install table with knee space at least 27 inches high and 30 inches wide extending at least 19 inches under the surface.
13.		Seating is provided at tables. At least 5% of the tables must provide accessible wheelchair spaces. A compliant wheelchair space must provide clear floor space under the table that is at least 30" wide, 27" high, and 19" deep (FHA Accessibility Guidelines §804(b) and Req. 2, 4.30.2).	In the private dining room, install table with knee space at least 27 inches high and 30 inches wide extending at least 19 inches under the surface.

		In the Private Dining Room, the knee space is only 26 1/2" tall at the dining table.	
14.		Seating is provided at tables. At least 5% of the tables must provide accessible wheelchair spaces. A compliant wheelchair space must provide clear floor space under the table that is at least 30" wide, 27" high, and 19" deep (FHA Accessibility Guidelines §804(b) and Req. 2, 4.30.2). At the dining area, there are about 21 tables. Therefore, 2 must have wheelchair spaces. However, the knee and toe space is blocked by pedestals with feet.	In the dining area, install table with knee space at least 27 inches high and 30 inches wide extending at least 19 inches under the surface.
15.		Seating is provided at tables. At least 5% of the tables must provide accessible wheelchair spaces. A compliant wheelchair space must provide clear floor space under the table that is at least 30" wide, 27" high, and 19" deep (FHA Accessibility Guidelines §804(b) and Req. 2, 4.30.2). At the patio outside the dining area, there are several tables. Therefore, 1 must have wheelchair spaces. However, the knee and toe space is blocked by table legs.	In the patio outside the dining area, install table with knee space at least 27 inches high and 30 inches wide extending at least 19 inches under the surface.

16.		The underside of the drinking fountain may not protrude into the circulation path by more than 4" if the underside is more than 27" above the floor (FHA Req. 2, 4.4.1). The underside of the standard height drinking fountain is 33" high and protrudes about 8" into the circulation path.	Install cane detectable apron or alternate permanent cane detectable barrier.
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	Mailboxes	Inaccessible Feature	Retrofit
17.		For parcel boxes used by residents of covered dwelling units the operable parts may not be mounted any higher than 54" (FHA Req. 2, 4.25.3, 4.2.6). The USPS does not permit the floor of parcel boxes to be below 15". The highest operable parts on the parcel boxes are about 57" above the ground. The lowest parcel box floors are 25 1/2" above the floor.	Remove, lower, relocate, or add parcel boxes. All parcel boxes to have the highest operable part at maximum 54" above the floor.



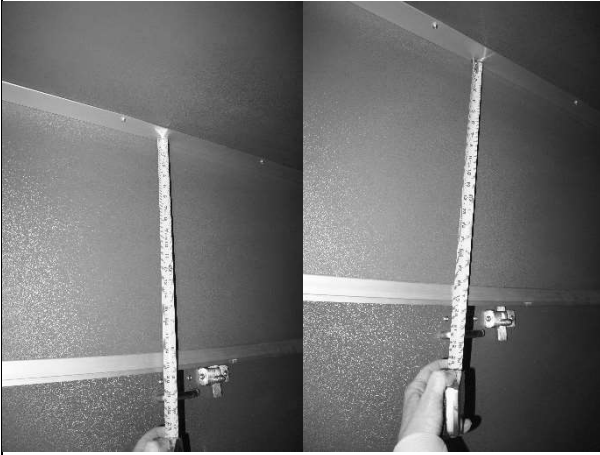
18.		For mailboxes used by residents of covered dwelling units, the operable parts may not be mounted any higher than 54" (FHA Req. 2, 4.25.3, 4.2.6). The USPS does not permit mailboxes to have operable parts below 28" . The highest operable part is about 66" above the ground. The bottom of the lowest box is 29" above the floor. There appears to be 6 spare boxes. A total of 56 mailboxes are out of reach.	Remove, lower, relocate, or add mailboxes boxes. All mailboxes to have the highest operable part at maximum 54" above the floor.
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		First Floor Laundry Room		
19.		Inaccessible Feature The pull side of the door requires a latch-side approach. If the door has a closer, the maneuvering space must be at least 54" deep and must extend at least 24" from the latch (FHA Req. 2, 4.13.6, Figure 25(c)). Laundry machines reduce the maneuvering space to only 52" deep.	Retrofit Relocate appliances at the first floor laundry room so that there is maneuvering space of at least 54" deep.	
20.		Operable parts over an obstruction must be within reach. For forward approach, operable parts cannot be beyond the front edge of the clear floor space. The obstruction must be no more than 34" tall and no more than 25" deep. Therefore, the operable part must be within 44" of the floor (FHA Req. 2, 4.25.3, 4.2.5, Figure 5(b)).	Lower soap dispenser operating button to maximum 44" above the floor measured to the center of the button.	



The hand soap dispenser is 47" above the floor and 21" from the front edge of the counter.

			
	First Floor Men's Room near Dining	Inaccessible Feature	Retrofit
21.		Toilet stall must be at least 60" wide and the door must be within 4" of the corner that is farthest from the toilet (FHA Req. 2, 4.17.3, Figure 30). The stall is 61" wide. Therefore, the door must be within 5" of the corner. However, it is 19 1/2" from the corner.	Reconfigure toilet partitions so that compartment door is within 4 inches of the corner farthest from the toilet.

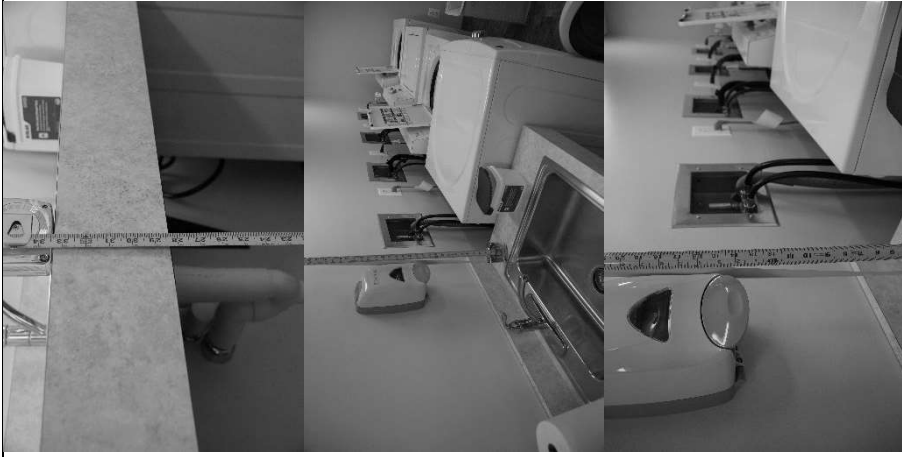
				
	First Floor Women's Room near Dining	Inaccessible Feature	Retrofit	
22.	Not Used.			
23.		Toilet stall must be at least 60" wide and the door must be within 4" of the corner that is farthest from the toilet (FHA Req. 2, 4.17.3, Figure 30). The stall is 60" wide. Therefore, the door must be within 4" of the corner. However, it is about 18" from the corner.	Reconfigure toilet partitions so that compartment door is within 4 inches of the corner farthest from the toilet.	

			
	First Floor Toilet Room	Inaccessible Feature The pull side of the door requires a latch-side approach. If the door has a closer, the maneuvering space must be at least 54" deep and must extend at least 24" from the latch (FHA Req. 2, 4.13.6, Figure 25(c)). The maneuvering space at the door is only 45" deep.	Retrofit Reverse the swing of the door into hallway.
24.			

			
25.		Buildings with visual alarms must have visual alarms in the toilet rooms (FHA Req. 2, 4.26.3). The building has visual alarms. However, there is no visual alarm in this room.	Install visual alarm at first floor toilet room.
		Inaccessible Feature	Retrofit
26.		Seating is provided at tables. At least 5% of the tables must provide accessible wheelchair spaces. A compliant wheelchair space must provide clear floor space under the table that is at least 30" wide, 27" high, and 19" deep (FHA Accessibility Guidelines §804(b) and Req. 2, 4.30.2). At the community kitchen area, there is one table and seating at the counter, less than 20 seats. Therefore, 1 must be a wheelchair space. However, at the table, the knee and toe space is blocked by the pedestal with feet and, at the counter, the clear floor space is only 14 1/2" deep.	In the community kitchen area, install table with knee space at least 27 inches high and 30 inches wide extending at least 19 inches under the surface.

			
27.	Not used.		
		Inaccessible Feature	Retrofit
28.		The pull side of the door requires a latch-side approach. If the door has a closer, the maneuvering space must be at least 54" deep and must extend at least 24" from the latch (FHA Req. 2, 4.13.6, Figure 25(c)). Laundry machines reduce the maneuvering space to only 53" deep.	Relocate appliances at the second floor laundry room so that there is maneuvering space of at least 54" deep.

			
29.		Operable parts over an obstruction must be within reach. For forward approach, operable parts cannot be beyond the front edge of the clear floor space. The obstruction must be no more than 34" tall and no more than 25" deep. Therefore, the operable part must be within 44" of the floor (FHA Req. 2, 4.25.3, 4.2.5, Figure 5(b)). The hand soap dispenser is 48" above the floor and 21" from the front edge of the counter.	Lower soap dispenser operating button to maximum 44" above the floor measured to the center of the button.



	Second Floor Toilet Room	Inaccessible Feature	Retrofit
30.		The centerline of the toilet paper dispenser must be 7" to 9" in front of the toilet (2010 ADA Standard 604.7). It is about 9 3/4" in front of the toilet.	Relocate the toilet paper dispenser to a position with the centerline 7" to 9" in front of the toilet.





30.1		The pull side of the door requires a latch-side approach. If the door has a closer, the maneuvering space must be at least 54" deep and must extend at least 24" from the latch (FHA Req. 2, 4.13.6, Figure 25(c)). The maneuvering space at the door is only 45" deep.	Reverse the swing of the door into hallway.
30.2		Buildings with visual alarms must have visual alarms in the toilet rooms (FHA Req. 2, 4.26.3). The building has visual alarms. However, there is no visual alarm in this room.	Install visual alarm at second floor toilet room.

	Second Floor Laundry Room near Elevator	Inaccessible Feature	Retrofit
31.		The pull side of the door requires a forward approach. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch (FHA Req. 2, 4.13.6). The maneuvering space extends only 16" beside the latch side of the door.	Retrofit the second floor laundry room so the maneuvering space at the door is at least 60" deep and 18" to the side of the latch.
32.		Operable parts must be within reach. A side reach over an obstruction is required at this appliance. The obstruction may not be taller than 34" or deeper than 24" (FHA Req. 2, 4.25.3, 4.2.6, Figure 6(a)). If the obstruction is less than 10" deep, then the operable parts must be within 54" of the floor. If the obstruction is no more than 34" tall and no more than 24" deep, then the operable part must be within 46" of the floor. The washer is 36" tall. The controls are on the back panel, more than 10" from the front edge.	Replace the washer with an appliance with controls that are within reach.

	Third Floor, General	Inaccessible Feature	Retrofit
33.		A forward approach to the push side of the door is required. The door has both a latch and a closer. Therefore, the maneuvering space must extend 12" to the latch side of the door (FHA Req. 2, 4.13.6, Figure 25). At the common use living area, the patio door maneuvering space extends only 6 1/2" to the latch side.	Remove closer and install spring hinges.

34.		Seating is provided at tables in the third floor common use living area. At least 5% of the tables must provide accessible wheelchair spaces. A compliant wheelchair space must provide clear floor space under the table that is at least 30" wide, 27" high, and 19" deep (FHA Accessibility Guidelines §804(b) and Req. 2, 4.30.2). At the common use living area, there are tables. Therefore, 1 must have wheelchair spaces. However, the knee and toe space is blocked by pedestals with feet.	In the third floor common use living area, install table with knee space at least 27 inches high and 30 inches wide extending at least 19 inches under the surface.
35.		Seating is provided at tables in the third floor community kitchen. At least 5% of the tables must provide accessible wheelchair spaces. A compliant wheelchair space must provide clear floor space under the table that is at least 30" wide, 27" high, and 17" deep. A compliant wheelchair space must provide clear floor space under the table that is at least 30" wide, 27" high, and 19" deep (FHA Accessibility Guidelines §804(b) and Req. 2, 4.30.2). At the community kitchen area, there are 4 tables and seating at the counter, about 20 seats. Therefore, 1 must be a wheelchair space. However, at the table, the knee and	In the third floor community kitchen, install table with knee space at least 27 inches high and 30 inches wide extending at least 19 inches under the surface.

		toe space is blocked by the pedestal with feet and, at the counter, the clear floor space is only 14" deep.	
	Third Floor Laundry Room	Inaccessible Feature	Retrofit
36.		A forward approach to the push side of the door is required. The door has both a latch and a closer. Therefore, the maneuvering space must extend 12" to the latch side of the door (FHA Req. 2, 4.13.6, Figure 25). The maneuvering space extends only 8 1/4" to the latch side.	Relocate appliances in the third floor laundry room so that there is maneuvering space that is at least 54" deep and extends at least 12" to the latch side of the door.
37.		Operable parts must be within reach. A side reach over an obstruction is required at this appliance. The obstruction may not be taller than 34" or deeper than 24" (FHA Req. 2, 4.25.3, 4.2.6, Figure 6(a)). The obstruction may not be taller than 34" or deeper than 24". If the obstruction is less than 10" deep, then the operable parts must be within 54" of the floor. If the obstruction is no more than 34" tall and no more than 24" deep, then the operable part must be within 46" of the floor.	Replace the washer with an appliance with controls that are within reach.

			The washer is 36" tall. The controls are on the back panel, more than 10" from the front edge.	
	Third Floor laundry Room near Elevator	Inaccessible Feature		Retrofit
38.	 	A forward approach to the push side of the door is required. The door has both a latch and a closer. Therefore, the maneuvering space must extend 12" to the latch side of the door (FHA Req. 2, 4.13.6, Figure 25). The maneuvering space extends only 8 1/4" to the latch side.	Relocate appliances in the third floor laundry room near the elevator so that there is maneuvering space that is at least 54" deep and extends at least 12" to the latch side of the door.	
39.		Operable parts must be within reach. A side reach over an obstruction is required at this appliance. The obstruction may not be taller than 34" or deeper than 24" (FHA Req. 2, 4.25.3, 4.2.6, Figure 6(a)). If the obstruction is less than 10" deep, then the operable parts must be within 54" of the floor. If the obstruction is no more than 34" tall and no more than 24" deep, then the operable part must be within 46" of the floor.	Replace the washer with an appliance with controls that are within reach.	

		The washer is 36" tall. The controls are on the back panel, more than 10" from the front edge.		
	Third Floor Toilet Room	Inaccessible Feature	Retrofit	
39.1	No photo available	The centerline of the toilet paper dispenser must be 7" to 9" in front of the toilet (2010 ADA Standard 604.7). It is about 9 3/4" in front of the toilet.	Relocate the toilet paper dispenser to a position with the centerline 7" to 9" in front of the toilet.	
39.2		The pull side of the door requires a latch-side approach. If the door has a closer, the maneuvering space must be at least 54" deep and must extend at least 24" from the latch (FHA Req. 2, 4.13.6, Figure 25(c)). The maneuvering space at the door is only 45" deep.	Reverse the swing of the door into hallway.	
39.3		Buildings with visual alarms must have visual alarms in the toilet rooms (FHA Req. 2, 4.26.3). The building has visual alarms. However, there is no visual alarm in this room.	Install visual alarm at third floor toilet room.	

**LIFEQUEST ASSISTED LIVING FACILITY
QUAKERTOWN, PA**

APPENDIX C

INACCESSIBLE FEATURES AT DWELLING UNITS

Retrofits listed herein are required at all units of the same type, not just the units that were surveyed. Unit Types 1 and 1A are identical and require the same retrofits as listed herein.

Dwelling Units		
All Dwelling Units	Inaccessible Feature	Retrofit
40.	  The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall (Req. 7(2)(a)(ii) or 7(2)(b)(vii)). The sidewall restricts the clear floor space length to only 37". The chase wall extends 2 3/4" - 3 3/4" into the clear floor space. All unit types appear to be the same.	In all unit types with fold-down shower seats, retrofit shower seats so that the gap between the edge of the seat and face of the drywall parallel to the shower is no wider than 3 inches. Acceptable retrofits include: Relocate existing fold-up seat. Patch holes with professionally applied fiberglass patch and finish, extend existing blocking, extend shower surround, and relocate shower curtain as necessary on a unit-by-unit basis. Replace fold-up seat with new seat that is wider and/or has fasteners that coordinate with existing shower blocking as provided by the

				manufacturer. Patch holes with professionally applied fiberglass patch and finish, extend shower surround, and relocate shower curtain as necessary on a unit-by-unit basis.
41.	Unit 155, Studio 		Inaccessible Feature If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2".	Retrofit Reduce depth of closet to 24 inches.

	Unit 156, Studio	Inaccessible Feature	Retrofit
42.		The kitchen sink requires a forward clear floor space (Req. 7(1)(a)). It must be at least 30" by 48" and centered. The surfaces underneath must be finished. Pipes and garbage disposal must be insulated. The pipes are not insulated.	Retrofit kitchen sink as required to provide 30" by 48" forward approach centered on the sink. Surfaces underneath are to be finished and the pipes insulated.
43.		If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2". A forward approach is required. Therefore, the pipes under the lavatory must be insulated to protect a person from burns and from sharp or abrasive edges (Req. 7(2)(a)(ii) or 7(2)(b)(v) and 4.19.2.1). The pipes under the accessible lavatory are not insulated.	Reduce depth of closet to 24 inches.
44.			Install pipe insulation.

	Unit 366, Studio	Inaccessible Feature	Retrofit
45.		The kitchen sink requires a forward clear floor space (Req. 7(1)(a)). It must be at least 30" by 48" and centered. The surfaces underneath must be finished. Pipes and garbage disposal must be insulated. The pipes are not insulated.	Retrofit kitchen sink as required to provide 30" by 48" forward approach centered on the sink. Surfaces underneath are to be finished and the pipes insulated.
46.		If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is 27" deep and the clear opening of the door is only 15 1/2".	Reduce depth of closet to 24 inches.



		Unit 330, Studio, Type 2		
47.		Inaccessible Feature The kitchen sink requires a forward clear floor space (Req. 7(1)(a)). It must be at least 30" by 48" and centered. The surfaces underneath must be finished. Pipes and garbage disposal must be insulated. The pipes are not insulated.	Retrofit Retrofit kitchen sink as required to provide 30" by 48" forward approach centered on the sink. Surfaces underneath are to be finished and the pipes insulated.	
48.		If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2".	Reduce depth of closet to 24 inches.	

49.		A forward approach is required. Therefore, the pipes under the lavatory must be insulated to protect a person from burns and from sharp or abrasive edges (Req. 7(2)(a)(ii) or 7(2)(b)(v) and 4.19.2.1). The pipes under the accessible lavatory are not insulated.	Install pipe insulation.
	Unit 231, Studio, Type 3:	Inaccessible Feature	Retrofit
50.		The kitchen sink requires a forward clear floor space (Req. 7(1)(a)). It must be at least 30" by 48" and centered. The surfaces underneath must be finished. Pipes and garbage disposal must be insulated. The pipes are not insulated.	Install pipe insulation.

51.		If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2" .	Reduce depth of closet to 24 inches.
52.		A forward approach is required. Therefore, the pipes under the lavatory must be insulated to protect a person from burns and from sharp or abrasive edges (Req. 7(2)(a)(ii) or 7(2)(b)(v) and 4.19.2.1). The pipes under the accessible lavatory are not insulated.	Install pipe insulation.

	Unit 331, Studio, Type 3	Inaccessible Feature	Retrofit
53.		The kitchen sink requires a forward clear floor space (Req. 7(1)(a)). It must be at least 30" by 48" and centered. The surfaces underneath must be finished. Pipes and garbage disposal must be insulated. The pipes are not insulated.	Install pipe insulation.
54.		If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2" .	Reduce depth of closet to 24 inches.

	Unit 263, 1 Bedroom, Type 1	Inaccessible Feature	Retrofit
55.		If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2" .	Reduce depth of closet to 24 inches.

	Unit 333, 1 Bedroom, Type 1	Inaccessible Feature	Retrofit
56.		If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2".	Reduce depth of closet to 24 inches.
	Unit 363, 1 Bedroom, Type 1	Inaccessible Feature	Retrofit
57.		If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2".	Reduce depth of closet to 24 inches.

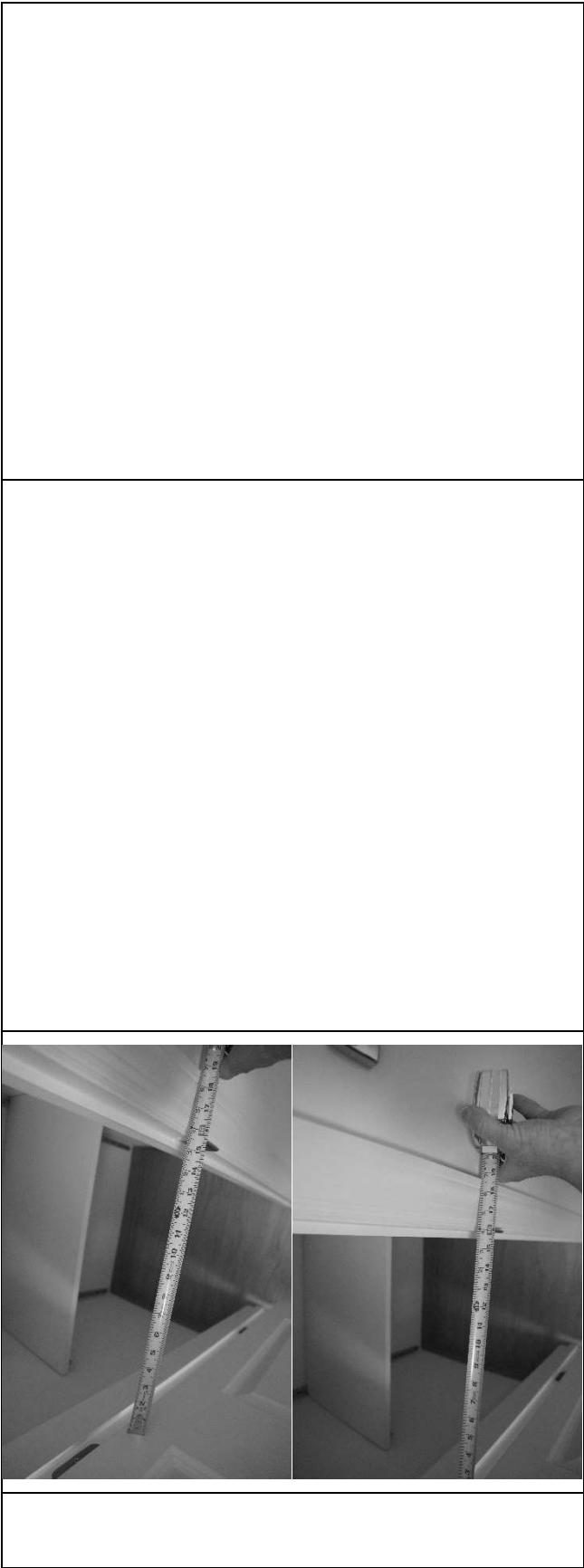
58.		Unit 153, 1 Bedroom, Type 2 If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2" .	Inaccessible Feature If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2" .	Retrofit Reduce depth of closet to 24 inches.
59.		Unit 221, 1 Bedroom, Type 2 If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2" .	Inaccessible Feature If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2" .	Retrofit Reduce depth of closet to 24 inches.

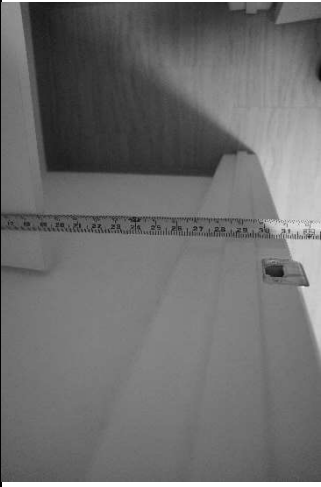
	Unit 228, 1 Bedroom, Type 2	Inaccessible Feature	Retrofit
60.		The kitchen sink requires a forward clear floor space (Req. 7(1)(a)). It must be at least 30" by 48" and centered. The surfaces underneath must be finished. Pipes and garbage disposal must be insulated. The pipes are not insulated.	Install pipe insulation
61.		If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2" .	Reduce depth of closet to 24 inches.

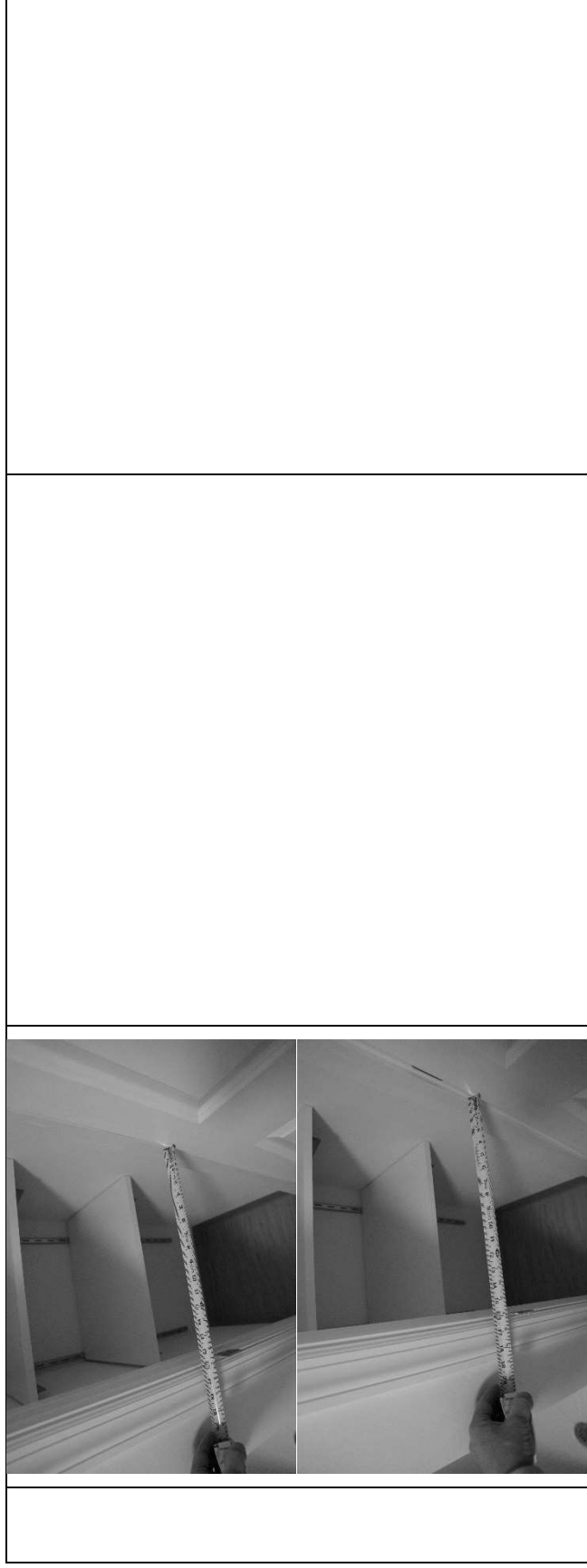
	Unit 253, 1 Bedroom, Type 2	Inaccessible Feature	Retrofit
62.		If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2" .	Reduce depth of closet to 24 inches.

			
63.	Unit 220, 1 Bedroom, Type 2A	Inaccessible Feature If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2".	Retrofit Reduce depth of closet to 24 inches.
64.	Unit 320, 1 Bedroom, Type 2A	Inaccessible Feature If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)).	Retrofit Reduce depth of closet to 24 inches.

	Unit 227, 1 Bedroom, Type 3		
65.		The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2". Inaccessible Feature If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is 29" deep and the clear opening of the door is only 15 1/2".	Retrofit Reduce depth of closet to 24 inches.



66.		Inaccessible Feature If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2" .	Retrofit Reduce depth of closet to 24 inches.
67.		Inaccessible Feature If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is 26 1/2" deep and the clear opening of the door is only 15 1/2" .	Retrofit Reduce depth of closet to 24 inches.



68.		Inaccessible Feature If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 29" deep and the clear opening of the door is only 15 1/2" .	Retrofit Reduce depth of closet to 24 inches.
	Unit 368, Companion Suite, Atypical	Inaccessible Feature The kitchen sink requires a forward clear floor space (Req. 7(1)(a)). It must be at least 30" by 48" and centered. The surfaces underneath must be finished. Pipes and garbage disposal must be insulated. The pipes are not insulated.	Retrofit Install pipe insulation.
69.			

70.		A forward approach is required. Therefore, the pipes under the lavatory must be insulated to protect a person from burns and from sharp or abrasive edges (Req. 7(2)(a)(ii) or 7(2)(b)(v) and 4.19.2.1). The pipes under the accessible lavatory are not insulated.	Install pipe insulation.
	Unit 250, Companion Suite, Type 1	Inaccessible Feature	Retrofit
71.		If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2" .	Reduce depth of closet to 24 inches.

	Unit 265, Companion Suite, Type 1	Inaccessible Feature	Retrofit
72.		If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2".	Reduce depth of closet to 24 inches.
	Unit 365, Companion Suite, Type 1	Inaccessible Feature	Retrofit
73.		If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening (Req. 3(2)). The linen closet is about 26 1/2" deep and the clear opening of the door is only 15 1/2".	Reduce depth of closet to 24 inches.

APPENDIX D

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 assisted living facility, we have agreed to retrofit many of the pedestrian routes, public and common use areas, and units at this assisted living facility 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 _____, 202____, 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 _____ 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 this work, including [brief explanation of items to be retrofitted.] Although your unit will be retrofitted automatically within [____] months, we want you to know that you may request to have your apartment modified now at no cost to you by emailing _____ at _____ or sending a letter to _____. 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 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 [] 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. If you have any questions or concerns regarding these modifications, please contact us at _____.

APPENDIX E

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.

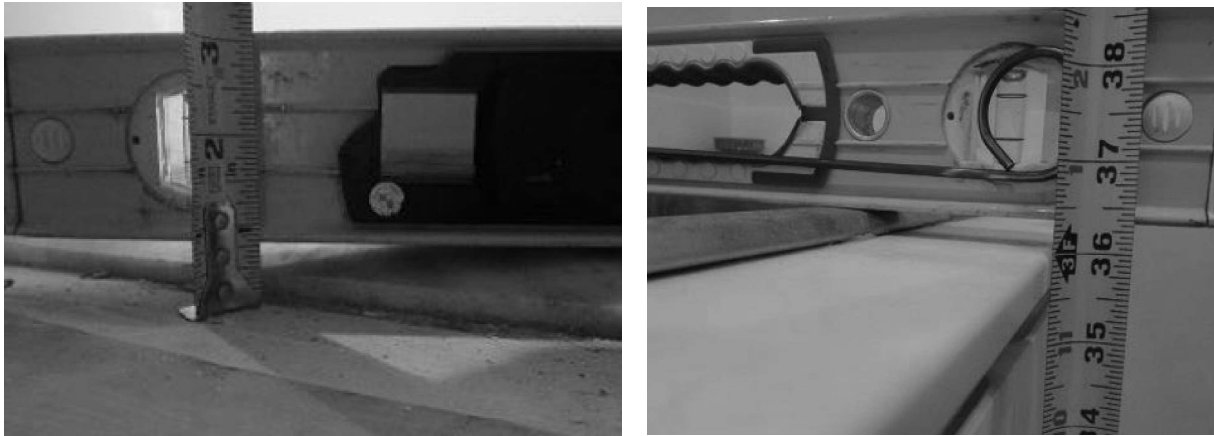
C. Equipment

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 (Zipline 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

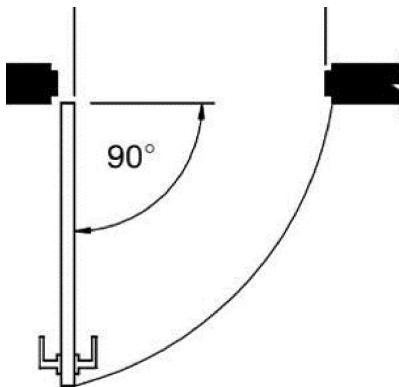
1. Measurements of length, width, height, or clearance: measure length, width, height, or clearance using the measuring tape and record all findings with the camera. The camera must be held square to the element and aligned to reduce parallax. Where possible, use the level to make sure that measurements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

NOTICE

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,)
)
)
 Plaintiff,)
)
 v.)
)
 J. RANDOLPH PARRY ARCHITECTS, PC, et al.,)
)
 Defendants.)
_____)

**NOTICE TO POTENTIAL VICTIMS OF ALLEGED DISCRIMINATION AGAINST
PERSONS WITH DISABILITIES AT THE J. RANDOLPH PARRY ARCHITECTS -
DESIGNED COMPLEX—LIFEQUEST ASSISTED LIVING FACILITY**

On _____, 20__, the United States District Court for the Eastern District of Pennsylvania entered a Consent Order resolving claims against one of the defendants in a housing discrimination lawsuit brought by the United States against J. Randolph Parry Architects, PC, and several assisted living facilities and retirement homes. The United States alleges that the units and many common use areas (for example, assisted living rooms, restrooms, routes to amenities, etc.) are not accessible to persons with physical disabilities.

In this Consent Order, Defendant LifeQuest Nursing Center agreed to retrofits of the units and common use areas at the LifeQuest Assisted Living Facility (“ALF”) in Quakertown, PA known as the Village at LifeQuest to comply with the Fair Housing Act and the Americans with Disabilities Act.

The Consent Order also establishes a Settlement Fund to compensate persons who have been harmed as a result of this alleged discrimination at the ALF, which opened on October 22, 2019. 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 the ALF because of the lack of accessible features of a unit or the complex;
- became a resident at the ALF, but were unable to use, or had difficulties using, portions of your unit or the complex because they were not accessible (including the inability to have visitors who have disabilities);
- became a resident at the ALF 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 a disability at the ALF, please contact the United States Department of Justice at: 1-800-XXX-XXXX, ext. XX.

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 date of 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 G

RELEASE OF ALL CLAIMS

In consideration of and contingent upon the payment of the sum of (\$_____), in accordance with the Consent Order entered in *United States v. J. Randolph Parry Architects, PC, et al.* (E.D. Pa.), by the United States District Court, I hereby release and forever discharge the LifeQuest Nursing Center from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in this action that involve the LifeQuest Assisted Living Facility in Quakertown, PA, known as The Village at LifeQuest, as of the date of the entry of the Consent Order. I fully acknowledge and agree that this release of LifeQuest Nursing Center 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)

NAME: _____

ADDRESS: _____

DATE: _____

APPENDIX H

ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER

On _____, I received copies of and have read the Consent Order entered by the federal district court in *United States v. J. Randolph Parry Architects, PC, et al.* (E.D. Pa.) involving LifeQuest Nursing Center. 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 I

**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)