

AB



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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 NATIONAL PROPERTIES INC.,)
 NPI MANAGEMENT CORPORATION,)
 BARRCREST MANOR ASSOCIATES,)
 L.P., and SANDY BROWN,)
)
 Defendants.)

Civil Action No. 2:07-CV-00434 (AB)

FILED
 OCT 15 2008
 MICHAEL E. KUNZ, Clerk
 By _____ Dep. Clerk

CONSENT ORDER

I. INTRODUCTION

A. Background

1. This Consent Order is entered between the United States of America, Defendant National Properties, Inc. ("NPI"), Defendant NPI - Management Corporation ("NPI Management"), Defendant Barrcrest Manor Associates, L.P., and Defendant Sandy Brown (collectively referred to herein as "Defendants").
2. Barrcrest Manor Apartments was previously owned by Barrcrest Manor Associates, L.P. Barrcrest Manor Associates, L.P. was a limited partnership formed for the purpose of owning and operating Barrcrest Manor Apartments. National Properties, Inc. was previously the Corporate General Partner of Barrcrest Manor Associates, L.P. NPI Management previously played a role in the management of Barrcrest Manor Apartments.

On January 18, 2007, Barrcrest Manor Apartments was one of the apartment communities sold to Barrcrest Manor Apartment Associates, L.P., a Delaware limited partnership, after assignment of right of purchase from BPG Properties, Ltd. NPI and NPI Management have each ceased to transact business, and have filed the required liquidation paperwork with the Commonwealth of Pennsylvania and the Internal Revenue Service. Barrcrest Manor Associates, L.P. has also ceased to transact business, has distributed all of its assets, and is in the process of dissolving. As of the date of this Consent Order, Defendants NPI, NPI Management, and Barrcrest Manor Associates, L.P. (collectively referred to herein as "NPI Defendants") are no longer involved in the business of renting, managing, operating or developing residential dwelling units as defined in the Fair Housing Act.

3. This action is brought to enforce the provisions of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 ("Fair Housing Act" or "the Act"), 42 U.S.C. §§ 3601 *et seq.* The United States alleges that Defendants refused to make reasonable accommodations for persons with disabilities in violation of Section 804(f)(1)-(f)(3)(B) of the Act. See 42 U.S.C. § 3604(f)(1)-(3)(B).
4. Specifically, the Complaint alleges that Barrcrest Manor Associates, L.P. had a general policy of not allowing residents at the Barrcrest Manor Apartments to keep dogs. As described below, the United States alleges that Defendants refused to make exceptions to this policy to allow prospective residents with visual disabilities, who use service dogs to assist them, to live at Barrcrest Manor.

5. In June and August of 2006, the United States Department of Justice conducted testing to evaluate the Defendants' compliance with the Fair Housing Act.
6. Specifically, on June 27, 2006, two testers, one of whom is blind and uses a guide dog, visited Barrcrest Manor Apartments to inquire about housing. The testers were met by Defendant Sandy Brown, Barrcrest Manor Apartments' rental agent. Ms. Brown noticed the tester's guide dog and said that the guide dog might pose a problem in his application at Barrcrest Manor Apartments. Ms. Brown acknowledged that the tester had a guide dog. Ms. Brown explained that Barrcrest Manor Apartments had a general policy of restricting dogs; however, Ms. Brown told the tester that she would inquire with management about an exception to the policy. At the conclusion of the conversation, Ms. Brown warned the tester that the restrictions on dogs was a "hard and fast rule."
7. Ms. Brown then offered to show the tester an apartment. The tester asked to see a one-bedroom apartment. However, only a two-bedroom apartment was available, and the tester indicated that the rent for that apartment was over his budget and declined the offer to view an apartment. Ms. Brown also provided floor plans to a tester.
8. On August 2, 2006, the same blind tester, accompanied by a sighted tester, returned to Barrcrest Manor Apartments to again inquire about an apartment. The testers met with Ms. Brown, who immediately recognized the blind tester and his service dog. After their introductions, the tester stated that he had not yet found an apartment. Ms. Brown represented that Barrcrest Manor Apartments still did not allow dogs, not even guide dogs. The tester asked Ms. Brown if she had inquired with management about his

situation. Ms. Brown indicated that she had, and was told that Barrcrest's policy would not allow a dog to live at the property under any circumstances. NPI, NPI Management and Barrcrest Manor Associates, L.P. specifically deny having any personnel instruct Ms. Brown to refuse a rental to a person with a service animal.

9. NPI, NPI Management and Barrcrest Manor Associates, L.P. specifically deny any wrongdoing, violation of any statute or common law, and any other allegations of other liability producing conduct as alleged in this action, and assert to the contrary that NPI's written policy made an exception for service animals. This Consent Order is the result of the compromise of a disputed claim, and is not to be construed as an admission of liability on the part of Defendants, by whom liability is expressly denied.
10. The United States and Defendants (hereinafter, "the Parties") agree that Barrcrest Manor Apartments is a "dwelling" within the meaning of 42 U.S.C. § 3602(b).

B. Defendants

11. Defendant NPI is incorporated under the laws of Pennsylvania, and previously had its principal place of business in the Eastern District of Pennsylvania. Defendant NPI previously had an ownership interest in residential multifamily dwellings in the Eastern District of Pennsylvania, including the Barrcrest Manor Apartments, a 85-unit residential apartment complex located at 1705 Marietta Avenue, Lancaster, PA.
12. Defendant NPI Management is incorporated under the laws of Pennsylvania, and previously had its principal place of business in the Eastern District of Pennsylvania. Defendant NPI Management, along with its parent company, NPI, previously managed

residential multifamily dwellings, including Barrcrest Manor Apartments, in the Eastern District of Pennsylvania.

13. Defendant Barrcrest Manor Associates, L.P. is a limited partnership under the laws of Pennsylvania that has ceased all business and is in the process of dissolving. Defendant Barrcrest Manor Associates, L.P., along with Defendant NPI, previously owned Barrcrest Manor Apartments.
14. Defendant Sandy Brown was the rental agent at Barrcrest Manor Apartments at all times relevant to the allegations of the complaint in the above-captioned action. She was formerly an employee of Barrcrest Manor Associates, L.P.

C. Relevant Requirements of the Fair Housing Act

15. The Fair Housing Act provides that it is unlawful to refuse, in connection with the sale or rental of a dwelling, to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling. See 42 U.S.C. § 3604(f)(3)(B).

D. Consent of the Parties to Entry of this Order

16. The Parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. § 1345 and 42 U.S.C. § 3614(a). The Parties further agree that the instant controversy should be resolved without further proceedings and without an evidentiary hearing.
17. As indicated by the signatures appearing below, the Parties agree to entry of this Consent Order.

It is hereby ADJUDGED, ORDERED and DECREED:

II. GENERAL INJUNCTION

18. If during the term of this Consent Order, Defendants NPI, NPI Management, and/or Barrcrest Manor Associates, L.P. own, manage or operate a business renting or managing residential dwelling units, Defendants NPI, NPI Management and/or Barrcrest Manor Associates, L.P. are enjoined from:
- (a) discriminating in the sale or rental, or from otherwise making unavailable or denying a dwelling to any buyer or renter because of a handicap as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f)(1);
 - (b) discriminating against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a handicap as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f)(2); and
 - (c) refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling as required by the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(B).
19. During the term of this Consent Order, Defendant Sandy Brown is enjoined from:

- (a) discriminating in the sale or rental, or from otherwise making unavailable or denying a dwelling to any buyer or renter because of a handicap as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f)(1);
- (b) discriminating against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a handicap as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f)(2); and
- (c) refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling as required by the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(B).

III. ADOPTION AND IMPLEMENTATION OF REASONABLE ACCOMMODATION POLICY

20. If during the term of this Consent Order, the NPI Defendants own, manage or operate a business renting or managing residential dwelling units, they shall immediately adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations at dwelling units they own or manage. These standards, which shall be known as the Reasonable Accommodation Policy, shall comply with the requirements of 42 U.S.C. §§ 3601 *et seq.*, and include the following provisions:

- (a) The NPI Defendants shall inform in writing each and every applicant and occupant of apartments the NPI Defendants own or manage that any applicant or occupant with a disability may request reasonable accommodations of the NPI Defendants' rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations for persons with disabilities, the NPI Defendants will inform them of their ability to seek reasonable accommodations.
- (b) NPI Defendants shall use the following forms: Request for Reasonable Accommodation ("Request Form") (Appendices A and B); and Approval or Denial of Reasonable Accommodation Request Form ("Approval Form") (Appendix C). Oral requests for Reasonable Accommodations will be recorded by the Property Manager and signed by the requester using the form in Appendix B.
- (c) NPI Defendants shall keep written records of each request of a person with a disability for a reasonable accommodation it receives during the duration of this Consent Order. These records shall include: (a) the name, address, and telephone number of the person making the request; (b) the date on which the request was received; (c) the nature of the request; (d) whether the request was granted or denied; and (e) if the request was denied, the reason(s) for the denial.
- (d) Upon adopting the Reasonable Accommodation Policies, the NPI Defendants shall provide written notice, in a form substantially equivalent to Appendix D

attached hereto, of the Reasonable Accommodation Policy to each current and future tenant of all their rental residential properties. Notice shall be provided to all tenants by mailing a copy of the standards to each apartment, and to future tenants by providing a copy of the standards to the tenant at the time that the tenant signs the lease.

- (e) NPI Defendants shall post the Reasonable Accommodation Policy, by which a disabled tenant may request a reasonable accommodation, in the leasing office in a conspicuous location, easily viewable to tenants and prospective tenants.
21. If the NPI Defendants propose to change the Reasonable Accommodation Policy, they shall first notify the United States and provide a copy of the proposed changes. If the United States does not deliver written objections to Defendants within 60 days after receiving the proposed changes, the changes may take effect. If the United States makes any objections to the proposed changes within the 60-day period, the specific changes to which the United States objects shall not take effect until the objections are resolved.
 22. In the event that it appears that a prospective resident is using a service dog to assist the person with his or her disability, and the complex has a policy that would otherwise prevent the person from keeping the dog, the NPI Defendants shall treat the prospective resident's inquiry about or application for housing as a request for a reasonable accommodation of that policy. The NPI Defendants shall not direct the person to inquire instead at another property that permits dogs.

IV. COMPENSATION OF AGGRIEVED PERSONS

23. Within 30 days of the entry of this Consent Order, NPI Shareholders' Liquidating Trust shall deposit in an interest-bearing escrow account the total sum of \$25,000 for the purpose of compensating any aggrieved persons with a disability requiring the assistance of a service dog, who suffered as a result of the Defendants' alleged failure to make reasonable accommodations for persons with disabilities who use service dogs in compliance with the Fair Housing Act at Barrcrest Manor Apartments. This money shall be referred to as "the Settlement Fund."
24. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth in this document.
25. The United States shall investigate the claims of allegedly aggrieved persons and, within 180 days from the entry of this Consent Order, shall make a preliminary determination of which persons may have been aggrieved and an appropriate proposed amount of damages from the Settlement Fund that should be paid to each such person. The United States will inform NPI Shareholders' Liquidating Trust in writing of its preliminary determinations, together with a copy of a sworn declaration from each person that was allegedly aggrieved, setting forth the factual basis of the claim. NPI Shareholders' Liquidating Trust shall have 30 days from receipt of the preliminary determinations to review each declaration and provide to the United States any documents or information that they believe may refute the claim.

26. After receiving NPI Shareholders' Liquidating Trust's comments, the United States shall submit its final recommendations to the Court for approval, together with a copy of the declarations and any additional information submitted by NPI Shareholders' Liquidating Trust, with a copy delivered to NPI Shareholders' Liquidating Trust. Within 14 days of the United States' recommendation submission, NPI Shareholders' Liquidating Trust may file a response with the Court. When the Court issues an Order approving or changing the United States' proposed distribution of funds for aggrieved persons, NPI Shareholders' Liquidating Trust shall, within 10 days of the Court's order, deliver to the United States checks payable to the aggrieved persons in the amounts approved by the Court. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund, including accrued interest. No aggrieved person shall be paid until he/she has executed and delivered to counsel for the United States the release at Appendix E, with a copy delivered to NPI Shareholders' Liquidating Trust.
27. After the satisfaction of paragraphs 23-26, above, and the corresponding time periods have expired, any money remaining in the Settlement Fund plus all accumulated interest shall be released to NPI Shareholders' Liquidating Trust.
28. Defendants shall permit the United States, upon reasonable notice, to review any records that may facilitate its determinations regarding the claims of allegedly aggrieved persons.
29. Nothing in this section shall preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons.

V. EDUCATIONAL PROGRAM

30. If during the term of this Consent Order, the NPI Defendants own, manage or operate a business renting or managing residential dwelling units, they shall immediately provide a copy of this Consent Order to all agents and supervisory employees involved in the rental or management of dwelling units at each rental dwelling property that the NPI Defendants own, manage, or operate, and secure a signed statement from each agent or employee acknowledging that he or she has received and read the Consent Order and Reasonable Accommodations Policy, and has had an opportunity to have questions about the Consent Order and/or Reasonable Accommodations Policy answered. This statement shall be substantially in the form of Appendix F.
31. If during the term of this Consent Order, the Defendant Sandy Brown owns or operates a business renting or managing residential dwelling units, she shall immediately provide a copy of this Consent Order to all agents and supervisory employees involved in the rental or management of dwelling units at each rental dwelling property that she owns, manages, or operates, and secure a signed statement from each agent or employee acknowledging that he or she has received and read the Consent Order and Reasonable Accommodations Policy, and has had an opportunity to have questions about the Consent Order and/or Reasonable Accommodations Policy answered. This statement shall be substantially in the form of Appendix F.
32. If during the term of this Consent Order, the NPI Defendants own, manage, or operate a business renting or managing residential dwelling units, the NPI Defendants shall

immediately provide each new agent or supervisory employee involved in the rental, management, or operation of the properties a copy of this Consent Order and Reasonable Accommodations Policy and be required to sign the statement acknowledging that he or she has received and read the Consent Order and Reasonable Accommodations Policy, and had an opportunity to have questions about the Consent Order and Reasonable Accommodations Policy answered. This statement shall be substantially in the form of Appendix F.

33. If during the term of this Consent Order, Defendant Sandy Brown owns or operates a business renting or managing residential dwelling units, Defendant Sandy Brown shall immediately provide each new agent or supervisory employee involved in the rental, management, or operation of the properties a copy of this Consent Order and Reasonable Accommodations Policy and be required to sign the statement acknowledging that he or she has received and read the Consent Order and Reasonable Accommodations Policy, and had an opportunity to have questions about the Consent Order and Reasonable Accommodations Policy answered. This statement shall be substantially in the form of Appendix F.
34. If during the term of this Consent Order, the NPI Defendants own, manage, or operate a business renting or managing residential dwelling units, the NPI Defendants shall immediately require all employees and agents whose duties, in whole or in part, involve supervisory authority over the rental or management of the properties owned by the NPI Defendants to undergo training on the requirements of the Fair Housing Act. The training

shall be conducted by a qualified third-party, who is unconnected to the NPI Defendants or their employees, agents or counsel, and approved by the United States. All expenses associated with this training shall be borne by the NPI Defendants. The NPI Defendants shall provide to the United States, within thirty (30) days after the training, each of the following: (1) the name(s), addresses(es) and telephone number(s) of the trainer(s) in a written submission; (2) copies of each of the training outlines and any materials distributed by the trainers; and (3) certifications executed by each NPI Defendant and covered employees and agents confirming their attendance in a form substantially equivalent to Appendix G.¹

35. Within 30 days of the entry of this Order, Defendant Sandy Brown shall undergo training on the requirements of the Fair Housing Act. The training shall be conducted by a qualified third-party, who is unconnected to Defendants or their employees, agents or counsel, and approved by the United States. All expenses associated with this training shall be borne by Defendant Sandy Brown. Defendant Sandy Brown shall provide to the United States, within thirty (30) days after the training, each of the following: (1) the name(s), addresses(es) and telephone number(s) of the trainer(s) in a written submission;

¹ For purposes of this Consent Order, all submissions to the United States or its counsel should be submitted via facsimile, 202-514-1116, and via overnight delivery, to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 950 Pennsylvania Avenue, N.W., Washington, D.C. 20530, Attn: DJ# 175-62-384, Fax: 202-514-1116, or as otherwise directed by the United States. Likewise, all submissions to NPI Shareholders' Liquidating Trust or its counsel should be submitted via facsimile, to both 610-647-2220 and 215-864-6610, and via overnight delivery to: NPI Shareholders' Liquidating Trust, Attn: Jeffery King, 31 General Warren Blvd., Malvern, Pennsylvania 19355, or as otherwise directed by NPI Shareholders' Liquidating Trust. For documents exceeding 30 pages, the first 30 pages shall be sent via facsimile and the complete document shall be sent via overnight service.

(2) copies of each of the training outlines and any materials distributed by the trainers;
and (3) certifications executed by Defendant Sandy Brown confirming her attendance in a form substantially equivalent to Appendix G.

VI. NOTICE OF DEFENDANTS' NON-DISCRIMINATION POLICY

36. If during the term of this Consent Order, the NPI Defendants own, manage or operate a business renting or managing residential dwelling units, all advertising in newspapers, where the advertisement is more than 2 square inches, and on pamphlets, brochures, internet sites, and other promotional literature regarding rental dwelling units that the NPI Defendants own, manage, or operate shall include the words "Equal Housing Opportunity" or display the fair housing logo, and indicate that all dwellings are available for rental on a non-discriminatory basis.
37. If during the term of this Consent Order, the NPI Defendants own, manage, or operate a business renting or managing residential dwelling units, the NPI Defendants shall place, in a conspicuous location, the federal Fair Housing Poster, no smaller than 10 by 14 inches, as described by 24 C.F.R. §§ 110.15 and 110.25, in all rental offices.

VII. NOTIFICATION AND DOCUMENT RETENTION REQUIREMENTS

38. If during the term of this Consent Order, the NPI Defendants own, manage, or operate a business renting or managing residential dwelling units, the NPI Defendants shall submit an initial report containing the signed statement verifications of attendance (Appendix G) for the NPI Defendants, employees, and agents who have completed the education training program specified in Section V of this Consent Order. Thereafter, if during the term of this Consent Order, the NPI Defendants own, manage, or operate a business

renting or managing residential dwelling units, the NPI Defendants shall, one (1) year after its entry and each year thereafter for the duration of the Consent Order, submit to the United States a report containing the signed statements of new employees and agents verifying that, in accordance with paragraphs 30 and 32 of this Consent Order, they have received and read the Consent Order and had an opportunity to have questions about the Consent Order answered, except that the last report shall be submitted 60 days before the expiration of this Consent Order.

39. For the duration of this Consent Order, the NPI Defendants are required to preserve all records related to this Consent Order. Upon reasonable notice to Defendants, representatives of the United States shall be permitted to inspect and copy any such records or to inspect any developments or residential units under their control bearing on compliance with this Consent Order at any and all reasonable times, provided, however, that the United States shall endeavor to minimize any inconvenience to Defendants from such inspections.
40. If during the term of the Consent Order, the NPI Defendants own, manage, or operate a business renting or managing residential dwelling units, the NPI Defendants shall advise counsel for the United States in writing within 15 days of receipt of any formal or informal complaint against them, their employees or agents, regarding housing discrimination on the basis of disability under the Fair Housing Act. The NPI Defendants shall also promptly provide the United States all information that the United States may request concerning any such complaint. Within 15 days of the resolution of any such

complaints, the NPI Defendants shall advise counsel of the United States of such resolution.

41. For the duration of this Consent Order, Sandy Brown shall advise counsel for the United States in writing 15 days of receipt of any formal or informal complaint against her regarding housing discrimination on the basis of disability under the Fair Housing Act. Sandy Brown shall also promptly provide the United States all information that the United States may request concerning any such complaint. Within 15 days of the resolution of any such complaints, Sandy Brown shall advise counsel of the United States of such resolution.

VIII. CIVIL PENALTY

42. NPI Shareholders' Liquidating Trust will pay to the United States a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C) in the amount of \$35,000. Said sum shall be paid within 30 days of the date of entry of this Consent Order by submitting to the United States a check made payable to the United States of America.
43. Defendant Sandy Brown will pay to the United States a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C) in the amount of \$500. Said sum shall be paid within 30 days of the date of entry of this Consent Order by submitting to the United States a check made payable to the United States of America.

IX. DURATION OF ORDER AND TERMINATION OF LEGAL ACTION

44. This Consent Order shall remain in effect for 3 years after the date of its entry. By consenting to entry of this Consent Order, the United States and Defendants agree that in the event Defendants engage in any future violation(s) of the Fair Housing Act, such

violation(s) shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

45. The Court shall retain jurisdiction for the duration of this Consent Order to enforce its terms, after which time the case shall be dismissed with prejudice. The Court may extend the Order with respect to any party in violation of the Consent Order.
46. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Order prior to bringing such matters to the Court for resolution. However, in the event of a failure by Defendants to perform in a timely manner any act required by this Consent Order or otherwise to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform. In the event of a failure by the United States to provide the required notice to NPI Shareholders' Liquidating Trust of its preliminary determinations with respect to allegedly aggrieved person(s) under Paragraph 25 of the Consent Order, the United States waives its right to apply for funds under the aggrieved person's fund for such allegedly aggrieved persons.
47. The parties agree that this Consent Order resolves fully and completely all claims under the Fair Housing Act brought, or that could have been brought, by the United States against all defendants in the above-captioned action. Furthermore, the parties agree that

this Consent Order additionally resolves the counterclaims pled against the United States in the above-captioned litigation.

X. TIME FOR PERFORMANCE

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

XI. COSTS OF LITIGATION

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

XII. COUNTERPARTS

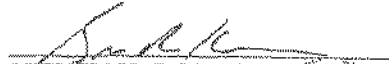
50. This Consent Order may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute the same instrument.

SO ORDERED this 10th day of October, 2008


UNITED STATES DISTRICT COURT JUDGE

The undersigned apply for and consent to the entry of this Consent Order:
For the United States:

GRACE CHUNG BECKER
Acting Assistant Attorney General

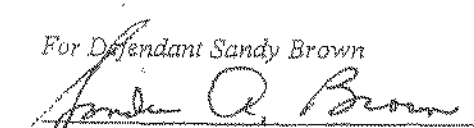

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For Defendants National Properties, Inc., NPI Management Corporation, Barrcrest Manor Associates, L.P.

JEFFERY L. KING
TRUSTEE
NPI SHAREHOLDERS' LIQUIDATING TRUST
31 General Warren Blvd.
Malvern, PA 19355

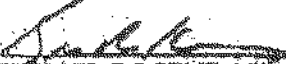
ROBERT A. PINGITORE
TRUSTEE
NPI SHAREHOLDERS' LIQUIDATING TRUST
31 General Warren Blvd.
Malvern, PA 19355

For Defendant Sandy Brown



SANDY BROWN


The undersigned apply for and consent to the entry of this Consent Order:
For the United States:

GRACE CHUNG BECKER
Acting Assistant Attorney General


STEVEN H. ROSENBAUM, Section Chief
REBECCA B. BOND, Deputy Chief
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For Defendants National Properties, Inc., NPI Management Corporation, Barracost Manor
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Malvern, PA 19355

For Defendant Sandy Brown

SANDY BROWN

APPENDIX A
REQUEST FOR REASONABLE ACCOMMODATION

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for you or that person to fully enjoy the premises and/or to have equal opportunity to use and enjoy a dwelling unit or the public or common use areas to the extent required by 42 U.S.C. § 3604, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (or sooner if the situation requires an immediate response).

Name of Tenant or Applicant: _____

Today's Date: _____

Signature of Tenant or Applicant: _____

1. The person(s) who have a disability requiring a reasonable accommodation is:

____ Me ____ A person associated or living with me.

Name of person with disability: _____

Phone #: _____

Address: _____

2. I am requesting the following change in a rule, policy or practice so that I and/or persons associated or living with me can live here with equal opportunity to use and enjoy the premises:

I request the following change:

Other: _____

3. I need this reasonable accommodation because:

REQUESTER

DATE

APARTMENT MANAGER

DATE

APPENDIX B

Form to be completed by Apartment Manager if requester cannot or will not complete written form:

On _____, the undersigned requester orally requested a reasonable accommodation to [describe dwelling unit]:

The requested reasonable accommodation consisted of:

I, the undersigned, Apartment Manager of the Barrcrest Manor Apartments:

_____ Gave the requester the applicable forms and offered to assist in filling out the forms.

_____ Granted the request pursuant to 42 U.S.C. § 3604.

_____ Denied the request following review of 42 U.S.C. § 3604.

_____ Explained the request could not be evaluated until the following additional information is provided:

REQUESTER DATE

REQUESTER'S ADDRESS: _____

REQUESTER'S TELEPHONE NUMBER: _____

APARTMENT MANAGER DATE

APPENDIX C

APPROVAL OR DENIAL OF REASONABLE ACCOMMODATION REQUEST

Dear: _____

Address: _____

Phone: () _____

On _____ [date], you requested the following accommodation [describe request]:

Check all that apply:

We have approved your request pursuant to 42 U.S.C. § 3604. The following reasonable accommodation will be permitted [describe]:

The change is effective immediately.

The reasonable accommodation will be permitted by:

[date] _____

We can neither approve nor deny your request without further information [list information needed]:

We have denied your request following review of 42 U.S.C. § 3604. We have denied your request because [list all reasons that apply]:

We used these facts to deny your request [list]:

To make this decision, we spoke with the following people, reviewed the following documents, and performed the following investigation [list]:

If you disagree with this decision you may contact the Department of Housing and Urban Development (215) 656-0663 ext 3241 to discuss this matter further.

Sincerely,

Signature: _____

Date: _____

Name: _____

Title: _____

Requestor acknowledges receipt of this completed form:

Signature: _____

Date: _____

APPENDIX D

NOTICE OF REASONABLE ACCOMMODATION POLICY FOR PERSONS WITH
DISABILITIES

If a resident or member of a household has a disability, he/she may request a reasonable accommodation pursuant to 42 U.S.C. § 3604. Reasonable accommodations in rules, policies, practices or services may be made when such reasonable accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling. For example, persons who use a service animal, such as a guide dog, to assist them with their disability may request an accommodation to a restriction or prohibition on keeping animals.

It is preferred that all reasonable accommodation requests be submitted in writing to the Apartment Manager. Requests for reasonable accommodation and release forms are available at the rental office. If a resident or household member has difficulty filling in the form, the Apartment Manager will assist him or her in completing the form. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy. Notwithstanding the above procedures regarding requests for reasonable accommodations, if it appears that a prospective resident is using a service dog to assist the person with his or her disability, and the complex has a policy that would otherwise prevent the person from keeping the dog, the rental agent or employee shall treat the prospective resident's inquiry about or application for housing as a request for a reasonable accommodation of that policy to the extent required by 42 U.S.C. § 3604. The rental agent or employee should not direct the person to inquire instead at another property that permits dogs.

All requesters shall be notified in writing of the decision regarding the request within 14 days of the Apartment Manager's receipt of the complete written request, including completed Attachments A, B and C, if necessary. If the request is denied, an explanation for such denial shall be included in the written notification. If the request is denied, the requesting resident may contact the Department of Housing and Urban Development to file a complaint at:

100 Penn Square East, 12th Floor
Philadelphia, Pennsylvania 19107-3380
(215) 656-0663 ext 3241
1-888-799-2085
TTY (215) 656-3450

APPENDIX E

FULL AND FINAL RELEASE OF CLAIMS

I, _____, on behalf of myself and family members, agents, heirs, executors, administrators, successors and assigns, pursuant to the terms, provisions, and conditions of the Consent Order approved by the United States District Court for the Eastern District of Pennsylvania on _____, 2008 in the case of United States v. National Properties, Inc., et al., ("lawsuit") and in consideration of the payment of _____ do fully, finally and forever release, discharge, and hold harmless National Properties, Inc., NPI-Management Corporation, Barrcrest Manor Associates, L.P., and Sandy Brown (hereinafter "Defendants"), along with their insurers, attorneys, related companies, related trusts, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, former employees, heirs, executors, and administrators and any persons acting under their respective direction or control (hereinafter "Releasees"), from any and all fair housing claims set forth, or which could have been set forth, in the Complaint in this lawsuit that I may have against Defendants or any of the Releasees for any of Defendants' actions or statements related to those claims through the date of this Release, including claims for damages (both compensatory and punitive), costs, fines and attorneys' fees.

I affirm that the only consideration for signing this Full and Final Release of Claims are the terms stated in the Consent Order signed by the parties, and the monetary payment referenced above. I have accepted the terms of this Release and the Consent Order because I believe them to be a fair and reasonable settlement and for no other reason. This Release and the Consent Order contain and constitute the entire understanding and agreement to which I have agreed.

Print Name:

SIGNATURE

DATE

APPENDIX F

CERTIFICATION OF RECEIPT OF CONSENT ORDER

I have received a copy of the Consent Order entered in United States v. National Properties, Inc., Sandy Brown, et al. This Consent Order was explained to me by my employer and all my questions were answered concerning it. I have read and understand the Consent Order.

(Signature)

(Print name)

(Date)

APPENDIX G

CERTIFICATION OF FAIR HOUSING TRAINING

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

(Signature)

(Print name)

(Date)