

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION NO.
	)	
FERNANDO L. SUMAZA & CO., INC., ET AL.,	)	
	)	
Defendants.	)	
	)	

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**CONSENT ORDER**

**I. INTRODUCTION**

1. The United States initiated an investigation on June 13, 2017 of alleged violations by Defendants identified in paragraph 2, below, 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. Defendants cooperated fully in that investigation. Following that investigation, the United States was authorized to file a Complaint in federal district court, and the parties entered into discussions and reached an agreement to the terms of this Consent Order.

2. The United States’ Complaint alleges that Defendants Fernando L. Sumaza & Co., Inc.; Virgen del Pozo Limited Partnership; Trois Marie Dividend Limited Partnership; San Fernando Limited Partnership, S.E.; La Inmaculada Limited Partnership, S.E.; and Viejo San Juan, LLC (“Defendants”) 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 the following covered multifamily dwellings (the “Subject Properties”) with all of 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)(C), and, where applicable, in a manner required by the ADA, 42 U.S.C. § 12183(a)(1):

- 1. Virgen del Pozo, Sabana Grande, PR
- 2. Marie Gardens, Cabo Rojo, PR
- 3. San Fernando Elderly Center, Mayagüez, PR
- 4. La Inmaculada Elderly Center, San Juan, PR
- 5. San Cristobal, San Juan, PR

**A. Defendants**

3. As outlined in Appendix A, Defendants Fernando L. Sumaza & Co., Inc. (“Sumaza & Co.”) and Virgen del Pozo Limited Partnership; Trois Marie Dividend Limited Partnership; San Fernando Limited Partnership, S.E.; La Inmaculada Limited Partnership, S.E.;

and Viejo San Juan, LLC (“Property Owners”) (referred to collectively as “Defendants”) are associated with the design and construction of the Subject Properties. Sumaza & Co. is or was the developer of the Subject Properties and is currently the property manager and General Partner of the Subject Properties. Each of the Property Owners is the owner of one of the Subject Properties. Each Property Owner is jointly and severally liable with Sumaza & Co., and has joint responsibility with Sumaza & Co. under this Consent Decree, with regard to the Subject Property it owns, but has no liability or responsibility for the other Subject Properties.

**B. Relevant Requirements of the Fair Housing Act**

4. 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 a person with a disability. 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(A).

5. 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 a person with a disability. 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(B).

6. The accessible and adaptive design provisions of the FHA require that for covered multifamily dwellings: (i) the public use and common use portions of such dwellings are 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 are sufficiently wide to allow passage by persons with a disability using wheelchairs; (iii) all premises within such dwellings 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). These features are referred to herein as the “Accessible Design Requirements.”

7. For the purposes of this Consent Order, the parties agree that the Subject Properties were 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 Properties 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 Properties must comply with the Accessible Design Requirements of 42 U.S.C. § 3604(f)(3)(C).

**C. Relevant Requirements of the Americans with Disabilities Act**

8. The ADA, and the ADA Standards for Accessible Design, ADA Accessibility Guidelines for Buildings and Facilities, 28 C.F.R. pt. 36, app. A (the “ADA Standards”), that have been issued by the U.S. Department of Justice 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).

9. For the purposes of this Consent Order, the parties agree that the leasing offices for the Subject Properties were designed and constructed for first occupancy after January 26, 1993, and therefore the leasing offices and the facilities and privileges provided at those offices such as bathrooms and public parking are required to be designed and constructed in accordance with the standards promulgated under the ADA. Only the leasing offices at the Subject Properties that are public accommodations are subject to the ADA under this Consent Order. Common use areas and other amenities that are not public accommodations are subject to the FHA, but not the ADA, under this Consent Order. This Consent Order does not cover employee-only spaces or commercial-only spaces at the Subject Properties.

#### **D. Relevant Requirements of the Rehabilitation Act of 1973 (UFAS)**

10. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 792, as amended, requires that minimal guidelines for accessibility be met at federally owned and federally assisted properties. The Uniform Federal Accessibility Standards (“UFAS”) establish the technical requirements of the Rehabilitation Act. Under UFAS, five percent of the total number of units at federally assisted multifamily housing projects must be UFAS-compliant. UFAS, Section 4.1.4(11).

#### **E. Subject Properties**

##### **i. Virgen del Pozo**

11. Virgen del Pozo is a non-elevator multifamily property located at Calle Diamante Final, Sabana Grande, PR. Its 24 FHA-covered units comprise 17 three-bedroom standard unit types, one one-bedroom standard unit type, two four-between standard unit types, and four two-bedroom HC unit types. It has an administrative building with a leasing office, manager’s office, and community center. It has a basketball court, playgrounds, picnic area, mail center, and dumpster facilities. It was developed by Sumaza & Co. and is owned by Virgen del Pozo Limited Partnership. The property was built with Low Income Housing Tax Credits (“LIHTC”) and USDA Rural Development 515 funds.

##### **ii. Marie Gardens**

12. Marie Garden Apartments is a non-elevator multifamily property located at Puerto Real Ward, Carr. 108, KM 5.1, Cabo Rojo, PR. Its 12 FHA-covered units comprise two one-bedroom standard unit types, six two-bedroom standard unit types, two three-bedroom standard unit types, and two two-bedroom HC unit types. It has an administrative building with a leasing office, manager’s office, and community center. It has a playground, mail center, and dumpster

facility. It was developed by Sumaza & Co. and is owned by Trois Marie Dividend Limited Partnership. The property was built with LIHTC and USDA Rural Development 515 funds.

**iii. San Fernando Elderly Center**

13. San Fernando Elderly Center is a seven-level elevator property located at 453 Calle Post S, Mayagüez, PR. Its 70 FHA-covered units consist of two three-bedroom standard unit types, 66 one-bedroom standard unit types, and four one-bedroom HC unit types. It has a leasing office, manager's office, common meeting areas, laundry facilities, mail center, and trash rooms. It was developed by Sumaza & Co. and is owned by San Fernando Limited Partnership, S.E. The property was built with LIHTC.

**iv. La Inmaculada Elderly Center**

14. La Inmaculada Elderly is an eight-level elevator property located at 1715 Ave. Ponce de Leon, San Juan. Its 120 FHA-covered units comprise 113 one-bedroom standard unit types, which have two different u-shaped kitchen layouts, and seven one-bedroom HC types. The first level of the building is used for commercial retail, a lobby, a mail center, and a manager's office and leasing office. The other levels have units, common meeting areas, laundry facilities, and trash rooms. It was developed by Sumaza & Co. and is owned by La Inmaculada Limited Partnership, S.E. The property was built with LIHTC.

**v. San Cristobal**

15. San Cristobal is a five-level elevator multifamily property located at 413 Calle Luna, San Juan, PR. Its 50 FHA-covered units comprise 45 standard unit types (which are a combination of one- and two-bedroom types) and five HC types. The building has a rental office, management offices, laundry facilities and other common spaces on the first level. It was developed by Sumaza & Co. and is owned by Viejo San Juan, LLC. It was built with LIHTC.

**F. Federal Funding for Certain Subject Properties**

16. Virgen del Pozo and Marie Gardens were built with the assistance of the USDA Rural Development 515 Funds. USDA's Rural Rental Housing Loans are direct, competitive mortgage loans made to provide affordable multifamily rental housing for very-low- and moderate-income families, elderly persons, and persons with disabilities. The loans are for up to 30 years at an effective one percent interest rate and are amortized over 50 years. USDA regulations require developers of new construction of multifamily projects receiving USDA grants to make five percent of the units at the project (but not less than one unit) accessible to individuals with mobility impairments and an additional two percent of the units (but not less than one unit) accessible to individuals with sensory impairments in accordance with UFAS. See Title 24 CFR, part 8, Subpart E, Sections 8.20, 8.22, and 8.32.

17. San Cristobal receives assistance under the U.S. Department of Housing and Urban Development's ("HUD") Project-based vouchers ("PBV"), a program authorized by the U.S. Housing Act of 1937 and administered by HUD. The program subsidizes the rent in privately owned rental housing where the subsidy is tied to the unit—not the individual renter.

PBV projects must comply with the accessibility requirements in Section 504 of the Rehabilitation Act and must follow UFAS. See 24 C.F.R. § 983.102.

18. Designated UFAS units at Virgen del Pozo, Marie Gardens, and San Cristobal fail to comply with the accessibility requirements of UFAS, including, but not limited to, one or more of the following: lack of required accessible signage at unit entries; primary entry doors that lack required clear maneuvering space at the push- or pull-side approaches; lack of 30” x 48” clear floor space with required knee and toe space at lavatory bowls for a forward approach; bathroom sinks that lack required pipe insulation; medicine cabinets and mirrors mounted too high above the finished floor for use by a person in a wheelchair; showers that lack the required clear floor space because the controls are not mounted on the back wall of the shower and within the reach range of mounted seats; grab bars at toilets and in showers mounted in inaccessible locations; kitchens that lack required work surface with 30” clear wide space for a forward approach; kitchen sinks that lack minimum 30” wide space and required knee and toe space for forward approach; kitchen sinks that lack required pipe insulation; and bedrooms lack required emergency visual alarms.

**G. Consent of the Parties to this Order**

19. Defendants deny that they engaged in any form of intentional or willful discrimination against persons with disabilities and state that at all times they have attempted to comply with all applicable federal laws, including those requiring accessibility in design and construction. Defendants have and would raise various defenses to the allegations made by the United States.

20. The Parties agree that this Consent Degree is being entered into by Defendants 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 Defendants. The United States acknowledges that Defendants have acted in good faith during the investigation and have initiated good faith efforts to address accessibility issues in these low-income properties.

21. Defendants agree to address the elements that the United States alleges are not in compliance with the Accessible Design Requirements of the FHA and, where applicable, the ADA and UFAS, as set forth herein.

22. The parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 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 trial.

23. As indicated by the signatures appearing below, the parties have agreed to the entry of this Consent Order.

Based on the Court’s review of the record and with the agreement of the parties, the Court orders as follows:

## II. GENERAL INJUNCTION

24. Defendants and each of their 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 Fair Housing Act, 42 U.S.C. §§ 3604(f)(1)–(3), and the Americans with Disabilities Act, 42 U.S.C. §§ 12182(a) and 12183(a)(1).

25. Defendants and each of their officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, are enjoined from interfering or preventing the retrofitting ordered herein or the implementation or completion of this Consent Order. Defendants agree to allow access to the public and common use areas of the Subject Properties, and access to unit interiors at the Subject Properties, for the purpose of planning, evaluating, and performing any action required under this Order to bring the public and common use areas and the unit interiors into compliance with the FHA and the Fair Housing Accessibility Guidelines (“FHA Guidelines”) (56 Fed. Reg. 9472 *set seq.* (1991)), the ADA, or UFAS, and for the purpose of interviewing or meeting with residents or tenants to aid in the implementation or completion of this Consent Order.

## III. RETROFITS AT THE SUBJECT PROPERTIES

26. The United States, as set forth herein and in its Complaint, alleges that the Subject Properties do not meet the accessibility requirements of the FHA, the FHA Guidelines and/or the ADA, and the ADA Standards, where applicable. To address the United States’ allegations, Defendants, in accordance with the FHA, the FHA Guidelines, the ADA, and the ADA Standards, shall complete the actions and retrofits described in this section and in Appendices B.1 – F.3, and in accordance with the Route and Inspection General Protocol and the Interior Retrofit Inspection Protocol separately agreed to by the United States and Defendants and further described in Section V, infra. Defendants further agree to complete actions and retrofits necessary to bring units into compliance with UFAS as set forth in this Order.

### A. Retrofits at Virgen del Pozo, Marie Gardens and San Fernando Elderly Center

27. As soon as reasonably possible, but by no later than thirty (30) months from the entry of this Consent Order, Defendants will complete the retrofits needed to make specified elements identified in Appendices B, C and D compliant with the FHA and the FHA Guidelines, and where applicable, the ADA and ADA Standards, and in accordance with the Route and Inspection General Protocols and Interior Inspection protocol, at Virgen del Pozo, Marie Gardens and San Fernando Elderly Center.

### B. Retrofits to La Inmaculada Elderly Center and San Cristobal

28. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Consent Order, Defendants will complete the retrofits needed to make specified elements identified in Appendices E and F compliant with the FHA and the FHA Guidelines, and where applicable, the ADA and ADA Standards, and in accordance with the Route and Inspection General Protocols and Interior Inspection protocol, at La Inmaculada Elderly Center and San Cristobal.

29. Within forty-five (45) days from the entry of this Order, Defendants will provide a notice in English and Spanish that is substantially equivalent to Appendix G to residents at the Subject Properties. The notice will inform residents that (1) the United States alleges that the units and public and common use areas do not meet the requirements of the FHA and the FHA Guidelines, and that to settle this lawsuit, Defendants have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within twenty-four (24) months of the date of the entry of the Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, *infra*.

30. Residents may request in writing that the retrofits of the interior of their units required by this Consent Order be scheduled, and the requests will be granted by Defendants on a first-come, first-served basis. Defendants 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, with such deadline being subject to para. 68, below, of this Consent Order.

#### **IV. INCONVENIENCE AND OVERNIGHT STAYS FOR RETROFITTING UNIT INTERIORS AT SUBJECT PROPERTIES**

31. Defendants will endeavor to minimize inconvenience to residents in scheduling and performing retrofits required by this Consent Order at the Subject Properties.

32. Defendants will offer any resident of a unit scheduled to undergo a retrofit who will be dislocated from the unit for more than twenty-four (24) hours consecutively a similarly sized furnished unit at one of the Subject Properties at no cost. In the event that a similarly sized furnished unit at one of the Subject Properties is not available, Defendants will pay the resident the applicable government per diem rate for food and lodging for the local area (as available at [www.gsa.gov](http://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 money to obtain alternative living accommodations and food while dislocated.

#### **V. NOTICE OF RETROFITS TO PUBLIC AND COMMON USE AREAS AT SUBJECT PROPERTIES**

33. Within sixty (60) days of the entry of this Consent Order, Defendants will provide written notice in English and Spanish to all residents at the Subject Properties stating that the retrofits required by this Order will be performed to the public and common use areas of the Subject Properties, which include unit entrances and accessible routes. Such notices will conform to Appendix H. Defendants will certify to the United States in writing that the notices have been distributed and the manner in which they were distributed within ten days after such distribution.

## VI. NEUTRAL INSPECTOR AT SUBJECT PROPERTIES

34. Defendants have entered into a contract with Mark J. Mazz to serve as a neutral inspector, approved by the United States (“Inspector”), to conduct on-site inspections of the retrofits that have been performed under this Consent Order to determine whether the retrofits have been completed in accord with the specifications in this Order’s Appendices B.1–F.3, the Route and Inspection General Protocol, and Interior Retrofit Inspection Protocol that describe the retrofits for the properties. If an additional inspector is needed or desired, any such inspector must also be approved by the United States. The Inspector(s) will have expertise in the Accessible Design Requirements of the FHA, and the requirements of the FHA Guidelines, ADA, ADA Standards, American National Standards Institute (“ANSI”) A117.1-1986, and where applicable, UFAS. The Inspector has the discretion to propose alternatives to the retrofits specified in the Appendices B.1—F.3 that he believes will provide equivalent accessibility and facilitation, but the adoption of any such alternative is subject to the written approval of the United States.

35. An inspection of a Subject Property will take place within thirty (30) days of the completion of all of the retrofits to the subject properties, or as soon thereafter as practicable for each. Defendants will give the United States at least three (3) weeks’ notice of the inspection and will give the United States an opportunity to have its representative present for the inspection.

36. The inspections of accessible pedestrian routes, public and common use areas, and dwelling units will be conducted by the Inspector in accordance this Consent Order and the relevant Appendices. The inspections of the accessible pedestrian routes will also be conducted by the Inspector in accordance with the written Route and Inspection General Protocol separately agreed to by Defendants and the United States, which will be provided to the Inspector. The inspections of the dwelling units will be conducted by the Inspector in accordance with the written Interior Retrofit Inspection Protocol separately agreed to by Defendants and the United States, which will be provided to the Inspector.

37. The Inspector will set out the results of each inspection of the Subject Property, including deficits, if any, in writing and will send that report to counsel for Defendants and for the United States. The Inspector will take digital photographs of any deficiencies identified at each Subject Property. If the inspection indicates that not all the required retrofits have been made as specified in the Appendices, Interior Retrofit Inspection Protocol, or the Route and Inspection General Protocol that apply to a Subject Property, Defendants involved in that specific Subject Property, as set forth above, will correct any deficiencies within sixty (60) days and will pay for another inspection by the same Inspector to certify the deficiencies have been corrected. This process will continue until the Inspector certifies that all the necessary retrofits have been made. Defendants involved in that specific property will pay all of 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 Defendants, representatives of the United States will be permitted to inspect the retrofits made by Defendants in accordance with this Consent Order to ensure compliance, provided, however, that the United States will endeavor to minimize any inconvenience caused by such inspections.



## VII. TRANSFER OF INTEREST IN SUBJECT PROPERTIES

38. The sale, foreclosure, or any other transfer of ownership, in whole or in part, whether voluntary or involuntary, of any of the Subject Properties shall not affect Defendants' continuing obligation to retrofit any Subject Property as specified in this Consent Order. Should a Defendant sell or transfer ownership of any Subject Property, in whole or in part, or any portion thereof, prior to the completion of the retrofits specified in Sections III and VI of this Order, the Defendant 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 the Defendant'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.

## VIII. NO RAISING RENT PRICES

39. Defendants with an ownership or management interest in a Subject Property, or their agents and affiliated companies, may not raise the rent price of any dwelling unit, or demand any deposit or other fee for a dwelling unit at any Subject Property, solely because of contemplated or completed retrofits in a dwelling unit, accessible route, or public or common use area performed under this Order.

## IX. NON-DISCRIMINATION IN FUTURE DESIGN AND CONSTRUCTION

40. During the term of this Order Defendant Fernando L. Sumaza & Co., Inc. will maintain, and provide to the United States, the following information and statements regarding multi-family housing properties under construction and any other covered multifamily dwellings intended to be, or which actually are, developed, built, designed, constructed, or engineered in whole or in part, by any Defendant or by any entities in which any Defendant has a position of control as an officer, director, member, or manager, or has a ten-percent (10%) or larger ownership share. Such information and statements need to be maintained and/or provided only on properties in which a Defendant is actually involved, not on those properties in which a Defendant bids or expresses an interest, but does not become finally involved; and need not be maintained and/or provided regarding any maintenance, renovation or other work that is not considered an "alteration" as that term is defined under the FHA Guidelines or the ADA Standards, or does not involve paths of travel, common areas or units used by tenants or visitors to the property (*e.g.*, employee-only areas).

- 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, 42 U.S.C. § 3406(f)(1), (f)(2), and (f)(3)(C), the requirements of the FHA Guidelines, the ADA,

42 U.S.C. § 12183(a)(1), the ADA Standards, and in 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 Fair Housing Act, the FHA Guidelines, the ADA, the ADA Standards, ANSI A117.1-1986, and UFAS;

- e. the name, address and telephone number of the architect(s) involved with the property; and
- f. a statement from the architect(s) involved with the property acknowledging and describing his/her knowledge of and training in the Accessible Design Requirements of the FHA, 42 U.S.C. § 3406(f)(1), (f)(2), and (f)(3)(C), the requirements of the FHA Guidelines, the ADA, 42 U.S.C. § 12183(a)(1), the ADA Standards, and in the field of accessible site design 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 Fair Housing Act, the FHA Guidelines, the ADA, the ADA Standards, ANSI A117.1-1986, and UFAS.
- 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, Fernando L. Sumaza & Co., Inc. 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 FHA Guidelines, and the ADA, the ADA Standards, ANSI A117.1-1986 and UFAS, where applicable.

41. Defendants will take all actions to make the construction of any Subject Property under construction, or any future construction within the meaning of para. 40 above, fully compliant with the Accessible Design Requirements of the Fair Housing Act, the FHA Guidelines, the ADA and, the ADA Standards where applicable, and where applicable, UFAS. During the term of this Consent Order, upon reasonable notice, the United States will be permitted full access to such properties to inspect for compliance with the FHA, the FHA Guidelines, the ADA, ADA Standards, and if applicable, UFAS.

#### **X. SETTLEMENT FUND AND PAYMENTS TO AGGRIEVED PERSONS**

42. Within thirty (30) days after the date of this Consent Order, Defendants shall deposit in an interest-bearing account the total sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) for the purpose of compensating any aggrieved persons who may have suffered as a result of the alleged discriminatory housing practices by Defendants. This money shall be referred to as the "Settlement Fund."

43. Within thirty (30) days of the entry of this Consent Order, Defendants shall publish in English and Spanish the Notice to Potential Victims of Alleged Housing Discrimination ("Notice") at Appendix I informing readers of the availability of compensatory funds. The Notice shall be no smaller than three columns by six inches and shall be published on

three occasions in newspapers of general circulation serving each locality in which a Subject Property is located. The publication dates shall be separated from one another by twenty-one (21) days, and at least two of the publication dates shall be on a Sunday. Within ten days of each publication date, Defendants shall provide the newspaper containing the Notice to counsel for the United States.

44. Within thirty (30) days of the entry of this Order, Defendants shall send a copy of the Notice to each of the following organizations:

- i. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
235 Federico Costa St., #200  
San Juan, PR 00918
- ii. Movimiento para el Alcance de Vida Independiente (MAVI)  
Región Metro Edificio Las Nubes  
Calle Federico Costas, #151  
San Juan, PR 00918
- iii. Oficina del Procurador de las Personas de Edad Avanzada (OPPEA)  
PO Box 191179  
San Juan, PR 00919
- iv. Defensoría de personas con Impedimentos (DPI)  
Government Center Roberto Sanchez Vilella (Minillas)  
South Tower, Floor 2, Office 203  
Ave. De Diego, Santurce, PR 00912

45. Within thirty (30) days of the entry of this Order, Defendants shall send, by regular mail, postage pre-paid, a copy of the Notice to each present resident at the Subject Properties, and to each prior resident within five years of the entry of the Consent Order for whom they have records. For past residents, Defendants will have complied with the requirements of this paragraph by mailing such notice to the forwarding address (if any) provided to the owners or managers of the Subject Properties or their agents by the former resident at the time the former tenant moved out. Within sixty (60) days of entry of this Order, Defendants shall provide to counsel for the United States proof that the Notices have been sent.

46. The Notices provide that individuals must contact the Department of Justice within one year of the entry of this Order. The United States shall investigate the claims of allegedly aggrieved persons and make a determination of which persons are aggrieved and whether any amount of damages should be paid to each such person. The determinations of the appropriate amount of damages shall total no more than ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000). The United States will provide Defendants with an opportunity to respond and provide information regarding allegedly aggrieved persons. Defendants agree that the determinations of the United States shall be final, and Defendants hereby waive the right to contest the United States' determination in this or any other proceeding. Defendants agree as part of the settlement described herein that they will not seek to interfere with or oppose the

United States' determinations regarding the aggrieved persons and the appropriate amount of damages paid to each. The United States agrees to make a good faith effort to complete its investigation within one year after the entry of this Order.

47. Within fifteen (15) days of the United States' final determination, Defendants shall deliver to the United States checks payable to the allegedly aggrieved persons in the amounts determined by the United States, plus a proportionate share of the interest that has accrued in the Settlement Fund as of the day before the checks are sent to the United States. 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 J.

48. After the satisfaction of paras. 42-47 above, any money remaining in the Settlement Fund, including interest, shall be used by Defendants for the sole purpose of performing retrofits required by Appendices B.1-F.3, or as reimbursement for the cost of any such retrofits already completed.

49. Defendants shall permit the United States, upon reasonable notice, to review any records that may reasonably facilitate its determinations regarding the claims of alleged aggrieved persons.

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

## **XI. CIVIL PENALTY**

51. Within fifteen (15) days of the date of this Consent Order, Defendants will pay a civil penalty of TEN THOUSAND DOLLARS (\$10,000) pursuant to 42 U.S.C. § 3614(d)(1)(C) and 42 U.S.C. § 12188(b)(2)(C)(i) to vindicate the public interest. This payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States. The civil penalty is a debt for a fine, penalty, or forfeiture payable to and for the benefit of the United States within the meaning of 11 U.S.C. § 523(a)(7), and is not compensation for actual pecuniary loss. No Defendant shall seek to discharge any part of this debt in bankruptcy.

## **XII. EDUCATIONAL PROGRAM**

52. Within thirty (30) days of the entry of this Consent Order, Defendants will provide a copy of this Order to all their agents and employees involved in the design or construction of the Subject Properties or in the planning or development of other covered multifamily properties and secure the signed statement from each agent or employee acknowledging that he or she has received and read the Order, or has had it explained to him or her, and has had an opportunity to have questions about the Order answered. This statement will be substantially similar to the form of Appendix K.

53. During the term of this Order, within thirty (30) days after the date he or she commences an agency or employment relationship with a Defendant, each new agent or employee involved in the design and construction of any covered multifamily properties 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, or has had it explained to him or her, and has had an opportunity to have questions about the Order answered. This statement will be substantially similar to the form of Appendix K.

54. Defendants will also ensure that they and their employees and agents who have primary management 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 (Rev. April 1998).

55. Defendants 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. If Defendants choose to do formal training on FHA discrimination and operations issues, they may use a trainer of their choosing, including Defendants' counsel.

56. Within ninety (90) days of the date of entry of this Consent Order, Defendants and all their employees and agents whose duties, in whole or in part, involve or will involve primary 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 Mark Mazz, AIA, who has been approved by the United States in advance of the training, and any expenses associated with this training will be borne by Defendants. If Mark Mazz is unable to provide this training, then they must use another qualified individual unconnected with Defendants, who has been approved by the United States. Defendants have discretion over how to structure this training. Defendants will provide to the United States, within thirty (30) days prior to the training, copies of the training outlines and any materials to be distributed by the trainers, which are subject to the approval of the United States. Certifications executed by all Defendants and covered employees and agents confirming their attendance, in a form substantially equivalent to Appendix L, will be provided to the United States within thirty (30) days after the training. If Defendants choose to conduct training of other employees they can use a trainer of their choosing.

57. For purposes of paras. 52-56, the term "agents" includes any architecture, civil engineering, or prime contractors used by Defendants, but shall extend only to those with primary management responsibility over the development, design, and/or construction of multifamily properties for Defendants. The term "agents" does not include other employees of those firms, or any employees of subcontractors.

### **XIII. NOTICE OF DEFENDANTS' NON-DISCRIMINATION POLICY**

58. Within ten (10) days of the date of entry of this Consent Order, Defendants with an ownership or management interest in a covered multifamily dwelling property will 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.

59. For the duration of this Consent Order, in all future advertising in newspapers, electronic media, pamphlets, brochures, and other promotional literature regarding the Subject Properties or any new covered multifamily dwelling properties that any Defendant may develop or construct, such Defendant will place, in a conspicuous location, a statement that the dwelling units include features for persons with disabilities required by the federal Fair Housing Act.

#### **XIV. NOTIFICATION AND DOCUMENT RETENTION REQUIREMENTS**

60. In addition to all other reporting required herein, within one hundred eighty (180) days after the date of entry of this Consent Order, Defendants will submit to the United States an initial report concerning the requirements of paras. 52–59 and containing the signed statements of Defendants and their employees and agents who have been provided a copy of the Consent Order under para. 52 and completed the training program specified in paras. 56-57 of this Order. Thereafter during the term of this Order, Defendants will, on a quarterly basis, submit to the United States a compliance report detailing the retrofitting and inspections of the retrofits at the Subject Properties under Sections III–VI. In addition, each year, on the anniversary of the entry of this Order, Defendants will submit to the United States a report concerning the requirements in paras. 40-41 concerning the future design and construction, and containing the signed statements of new employees and agents that, in accordance with para. 53 of this Consent Order, they have received and read the Consent Order and have had an opportunity to have questions about the Order answered, except that the last compliance report will be due sixty (60) days prior to the expiration of the Consent Order.

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

62. For the term of this Consent Order, Defendants are required to preserve all records related to this Order, related to the Subject Properties, and related to any other covered multifamily dwellings designed, constructed, owned, operated, or acquired by them during the duration of this Order. Upon reasonable notice to Defendants, representatives of the United States will be permitted to inspect and copy any records of Defendants or inspect any properties or dwelling units under the control of Defendants 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 Defendants and residents from such inspections.

63. All notices that Defendants are required to provide by this Order, including, but not limited to notices to current residents, past residents, employees, newspapers, and the organizations identified in para. 44, but not including notices that must be sent only to the United States, shall be in both English and Spanish.

## **XV. COMPLIANCE TESTING**

64. The United States may take steps to monitor Defendants' compliance with this Consent Order including, but not limited to, by conducting fair housing tests at any location(s) in which Defendants' employees or agents conduct rental activities.

## **XVI. TERMINATION OF LITIGATION HOLD**

65. The Parties agree that, as of the date of this Consent Order, litigation is not "reasonably foreseeable" concerning the matters described above or in the United States' Complaint. To the extent that any Party previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described above, the Party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any Party of any other obligations imposed by this Order.

## **XVII. DURATION AND TERM**

66. This Consent Order will remain in effect for three (3) years after the date of its entry or until all of the actions required of Defendants herein are completed. The United States will confirm the completion of actions during the term if requested by Defendants. If the actions required by this Order are not completed within three (3) years, Defendants shall submit, on the third anniversary of the entry of this Order, a report to the Court and the United States describing the unmet obligations and their projected completion date(s). Defendants shall submit a similar report to the Court and the United States every six (6) months thereafter until all unmet obligations are completed, at which point Defendants shall submit a report certifying that all obligations have been fulfilled. The Consent Order will expire sixty (60) days after the final report is filed with the Court.

67. By consenting to entry of this Order, the parties agree that in the event that a Defendant engages in any future conduct occurring after entry of this Order that leads to a determination of a violation of the Fair Housing Act, such conduct will constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii). By consenting to entry of this Consent Order, the United States and parties agree that in the event that a Defendant engages in any future violation(s) of the ADA, such violation(s) will constitute a "subsequent violation" pursuant to 42 U.S.C. § 12188(b)(2)(C)(ii).

## **XVIII. TIME FOR PERFORMANCE**

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

**DONE** and **ORDERED** this \_\_\_\_, 2020.

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United States District Judge

*FOR THE UNITED STATES:*

W. STEPHEN MULDROW  
United States Attorney  
District of Puerto Rico

ERIC S. DREIBAND  
Assistant Attorney General  
Civil Rights Division

/s Hector E. Ramirez

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HECTOR E. RAMIREZ  
Bar No. USDC No. 214902  
Assistant United States Attorneys  
Torre Chardon, Suite 1201  
350 Carlos Chardon Street  
San Juan, PR 00918  
Tel: (787) 282-1845  
E-mail: hector.e.ramirez@usdoj.gov

*Noah Sacks*

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SHINA SAMEENA MAJEED  
Chief, Housing and Civil  
Enforcement Section  
ANDREA STEINACKER  
Special Litigation Counsel  
RYAN G. LEE  
NOAH SACKS  
Trial Attorneys  
Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
150 M Street, N.E., 8th Floor  
Washington, D.C. 20530  
Tel: (202) 305-3109; Fax: (202) 514-1116  
ryan.lee@usdoj.gov

*FOR DEFENDANTS:*

*Robert L. Duston*

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Robert L. Duston  
Saul, Ewing Arnstein & Lehr, LLP  
1919 Pennsylvania Avenue, N.W.  
Suite 550  
Washington, D.C. 20037  
Tel: (202) 342-3415  
Rob.duston@saul.com

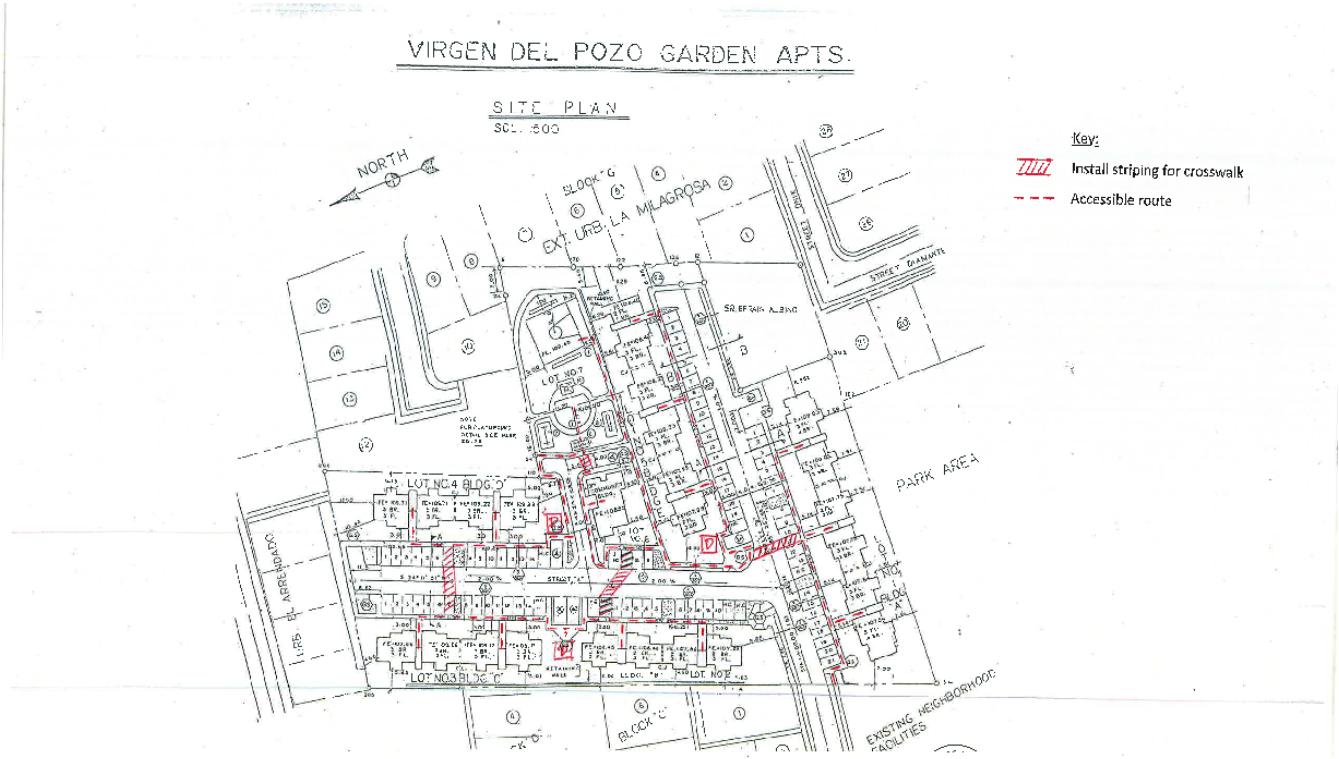


**APPENDIX A****Consent Order, *United States v. Fernando L Sumaza & Co., Inc. et al. (D. P.R.)***

Subject Property	Address	Description	Defendants Associated with Property
1. Virgen del Pozo Apartments	Urb. La Milagrosa Calle Diamante Final, Sabana Grande, PR	<ul style="list-style-type: none"> <li>▪ Placed in service in 1993</li> <li>▪ Non-elevator</li> <li>▪ 3 3-level, 12-unit buildings; 1 3-level 18-unit building; 1 2- and 3-level, 16-unit building</li> <li>▪ 24 FHA-covered units</li> <li>▪ 70 total units</li> <li>▪ Low-Income Housing Tax Credits</li> <li>▪ USDA Rural Development 515 Funds</li> </ul>	Fernando L. Sumaza & Co., Inc.; Virgen del Pozo Limited Partnership
2. Marie Gardens Apartments	Puerto Real Ward, Carr. 308, KM 5.1, Cabo Rojo, PR	<ul style="list-style-type: none"> <li>▪ Placed in service in 2000</li> <li>▪ Non-elevator</li> <li>▪ 1 2-level 16-unit building; 1 2-level 8-unit building</li> <li>▪ 12 FHA-covered units</li> <li>▪ 24 total units</li> <li>▪ Low-Income Housing Tax Credits</li> <li>▪ USDA Rural Development 515 Funds</li> </ul>	Fernando L. Sumaza & Co., Inc.; Trois Marie Dividend Limited Partnership
3. San Fernando Elderly Center	453 Calle Ramón E. Betances., Mayagüez, PR	<ul style="list-style-type: none"> <li>▪ Placed in service in 2004</li> <li>▪ 7-level elevator building</li> <li>▪ 70 FHA-covered units</li> <li>▪ 70 total units</li> <li>▪ Low-Income Housing Tax Credits</li> </ul>	Fernando L. Sumaza & Co., Inc.; San Fernando Limited Partnership, S.E.
4. La Inmaculada Elderly Center	1715 Ave. Ponce de Leon, San Juan, PR	<ul style="list-style-type: none"> <li>▪ Placed in service in 2005</li> <li>▪ 8-level elevator building</li> <li>▪ 120 FHA-covered units</li> <li>▪ 120 total units</li> <li>▪ Low-Income Housing Tax Credits</li> </ul>	Fernando L. Sumaza & Co., Inc.; La Inmaculada Limited Partnership, S.E.
5. San Cristobal Apartments	413 Calle Luna, San Juan, PR	<ul style="list-style-type: none"> <li>▪ Placed in service in 2017</li> <li>▪ 5-level elevator building</li> <li>▪ 50 FHA-covered units</li> <li>▪ 50 total units</li> <li>▪ Low-Income Housing Tax Credits</li> <li>▪ HUD Project-Based Housing Voucher Program</li> </ul>	Fernando L. Sumaza & Co., Inc.; Viejo San Juan, LLC

### APPENDIX B.1

## ACCESSIBLE PEDESTRIAN ROUTE RETROFITS AT VIRGEN DEL POZO



## APPENDIX B.2

### PUBLIC AND COMMON USE RETROFITS AT VIRGEN DEL POZO APARTMENTS

- I. As set forth in the Consent Order and this Appendix, Fernando L. Sumaza & Co. and Virgen del Pozo Limited Partnership will retrofit the public and common use areas at Virgen del Pozo Apartments in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines (“FHAG”), ANSI A117.1-1986, the Fair Housing Design Manual, and, where applicable, the ADA, the ADA Standards, and UFAS.
- II. Fernando L. Sumaza & Co. and Virgen del Pozo Limited Partnership will retrofit the door hardware on the exterior side of the primary entry doors so that all ground-level units have lever hardware in compliance with ANSI 1986, Section 4.13.9.
- III. Fernando L. Sumaza & Co. and Virgen del Pozo Limited Partnership will retrofit by providing at least one van-accessible parking space with signage at the Community Building to satisfy ADA Standard 4.1.2(5)(b) and provide at least one compliant accessible parking space for each of the required UFAS units at Building B in compliance with UFAS 4.1.1(d).
- IV. Fernando L. Sumaza & Co. and Virgen del Pozo Limited Partnership will retrofit all accessible parking spaces with upright signage with the International Symbol of Accessibility that is a minimum of 60” high so that it cannot be obscured by vehicles in compliance with ADA 4.6.4 and ANSI 1986, Section 4.6.4.
- V. Fernando L. Sumaza & Co. and Virgen del Pozo Limited Partnership will relocate the designated accessible parking space at the north end of Building B so that there is no drainage grate located within any parking space or access aisle serving any such parking space in compliance with ANSI 1986, Section 4.5.4.
- VI. Fernando L. Sumaza & Co. and Virgen del Pozo Limited Partnership will retrofit the gate at the trash enclosures at the north end of Building B, at the south end of Building D, and at the west end of Building E, so that there are at least a 32” wide minimum openings in compliance with ANSI 1986, Section 4.13.5.
- VII. Fernando L. Sumaza & Co. and Virgen del Pozo Limited Partnership will retrofit so that the key slots for all mailboxes serving ground-floor units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI 1986, Sections 4.2.5, 4.2.6.
- VIII. Fernando L. Sumaza & Co. and Virgen del Pozo Limited Partnership will make the following retrofits to the Community Building/Leasing Office Men’s and Women’s Bathrooms:
  - A. Retrofit by mounting the sign with raised and brailled characters on the wall adjacent to the latch-side of the door designating the bathroom so that the

centerline of the sign is 60" above the matching finished floor in compliance with ADA Standard 4.30.6 and ANSI 1986, Section 4.28.

- B. Retrofit the entry to the Men's and Women's Bathrooms by either installing an automated power operator with a push-button control or modify the doorway and/or adjacent walls to provide pull-side maneuvering clearance at the latch-side approach so that there is a 24" wide and 48" deep minimum clearance space past the latch in compliance with ADA Standard 4.13.6 and ANSI 1986, Section 4.13.6, Fig. 25(c).
  - C. Retrofit so that there is pipe insulation under the bathroom lavatories. [ADA Standard 4.19.4; ANSI 1986 Section 4.19.4]
  - D. Retrofit so that there is pull hardware on the outside of stall doors. [ADA Standard 4.17.5; ANSI 1986 Section 4.17.5]
  - E. Retrofit so that the flush control for the toilet in the Men's Bathroom is mounted from the wide side in compliance with ADA 4.16.5 and ANSI 1986, Section 4.16.5.
  - F. Retrofit so that the toilet paper dispenser is a minimum of 19" above the matching finished floor at a maximum of 36" from the rear wall in compliance with ADA 4.16.6 and ANSI 1986, Section 4.16.6, Fig. 29(b).
  - G. Retrofit so that the sidewall and rear toilet grab bars are in compliance with ADA 4.17.6 and ANSI 1986, 4.17.6.
- IX. Fernando L. Sumaza & Co. and Virgen del Pozo Limited Partnership will make the following retrofits to the Community Kitchen by providing pulls and handles at all cabinets and drawers in compliance with ANSI 1986, Section 4.27.
- X. Fernando L. Sumaza & Co. and Virgen del Pozo Limited Partnership will install directional signage at the side entrance to the Community Center to the main accessible entrance.

### APPENDIX B.3

#### INTERIOR RETROFITS AT VIRGEN DEL POZO

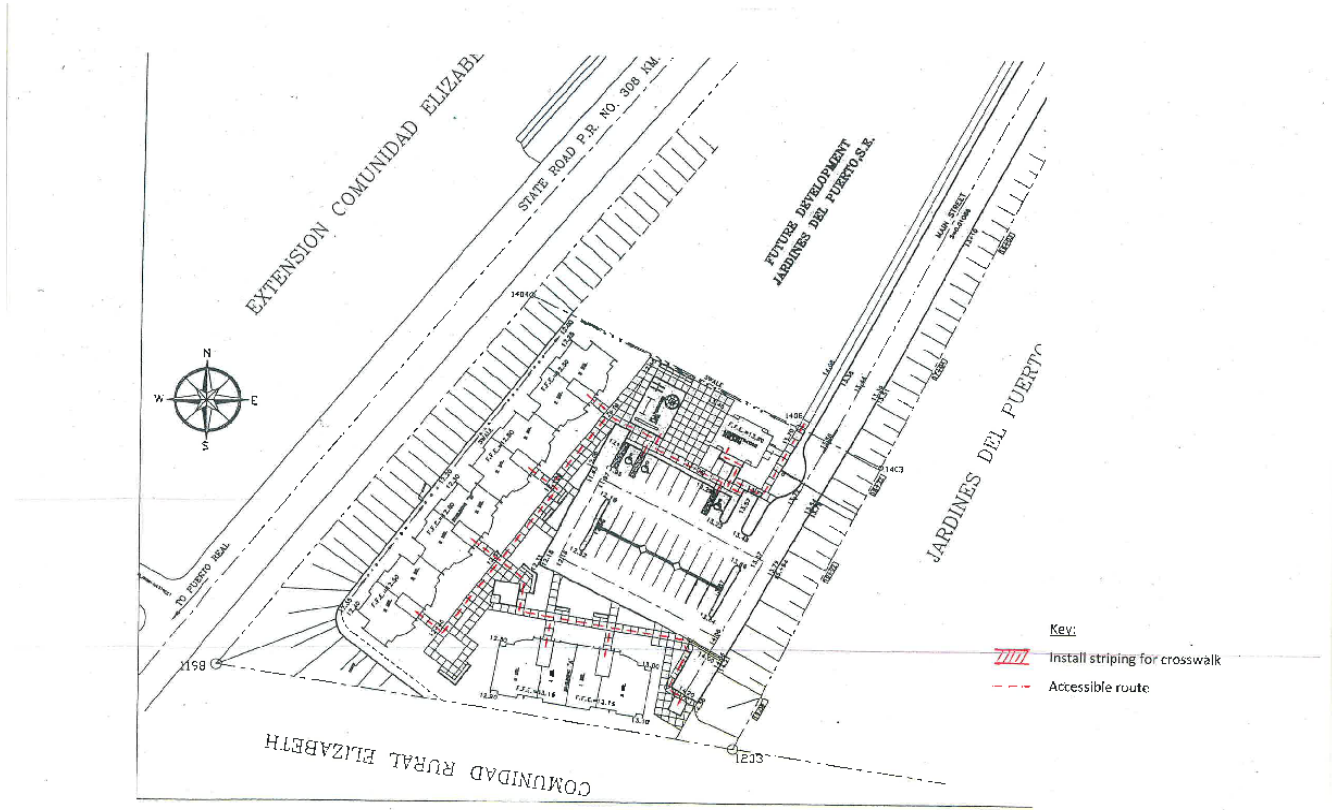
- I. As set forth in the Consent Order and in this Appendix, Fernando L. Sumaza & Co. and Virgen del Pozo Limited Partnership will retrofit the interiors of the units at Virgen del Pozo Apartments in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, the Fair Housing Design Manual, and, where specified, with UFAS, and with the Interior Retrofit Inspection Protocol. These units are composed of four types: (1) Apartment 516, a 1-bedroom, 1-bathroom unit; (2) Apartment 211, a 2-bedroom, 1-bathroom HC/UFAS unit; (3) Apartment 313, a 3-bedroom, 1-bathroom unit; and (4) Apartment 114, a 4-bedroom, 2-bathroom unit. The retrofits for each unit type are listed below in Sections II through V:
- II. Fernando L. Sumaza & Co. and Virgen del Pozo Limited Partnership will make the following retrofits to the 1-bedroom unit types that are of the same type as the unit surveyed at Apartment 516:
  - A. Retrofit the door hardware on the exterior side of the primary entry doors so that all ground-level units have lever hardware in compliance with ANSI 1986, Section 4.13.9.
  - B. See Interior Retrofit Inspection Protocol for retrofits at Unit Laundry Room Thresholds, Unit Porch Thresholds, and Location of Electrical and Light Switches.
- III. Fernando L. Sumaza & Co. and Virgen del Pozo Limited Partnership will make the following retrofits to the 2-bedroom, 1-bathroom HC/UFAS unit types that are of the same type as the unit surveyed at Apartment 211:
  - A. Retrofit the signage at the HC/UFAS unit entrances so that they have accessible signage that complies with UFAS 4.30.
  - B. Retrofit so that the shelves/rods in the bedroom closets, the hall closet, the kitchen storage area, and the entry closet are capable of being no more than 54” above the floor for a side reach or 48” above the floor for a forward reach. [UFAS 4.25]
  - C. Retrofit so that there is one 30” minimum section of the kitchen counter for a work surface that provides a 30” x 48” clear floor space for a forward approach to the counter with a matching finished floor extending under the counter to the wall. [UFAS 4.34.6.4]. Alternatively, convert the cabinet under the counter to a removable cabinet, or permanently remove the cabinet, with a matching finished floor under counter. If removable, on the interior side of the cabinet door, attach a durable-material placard stating in English and in Spanish: “THIS CABINET IS REMOVABLE FOR WHEELCHAIR USER. CONTACT MANAGEMENT.”
  - D. Retrofit to provide insulated pipes under the sink in kitchen. [UFAS 4.34.6.1]

- E. Retrofit to provide a shelf above the counter in the kitchen with at least a 30” work surface that is no higher than 48” above the matching finished floor. [UFAS 4.34.6.10]
- F. Retrofit to provide pulls and handles located as close to the bottom of the upper cabinets as possible and as close to the tip of lower cabinets and drawers as possible in the kitchen. [UFAS 4.34.6.10].
- G. Retrofit so that the door to the bathroom swings out into the hallway so that there is a minimum 18” clear maneuvering space at the latch-side, pull-side of the door. [UFAS 4.13.6]
- H. Retrofit so that the location of the toilet paper dispenser in the bathroom is a minimum of 19” above the matching finished floor and a maximum of 36” from the rear wall. [UFAS 4.34.5.2(3), Fig. 47(b)]
- I. Retrofit so that the mirror in the bathroom is mounted with the bottom edge of the reflecting surface no higher than 40” above the finished floor. [UFAS 4.34.5.3, 4.22.6, 4.19.6]
- J. Retrofit by installing shallow-model hanging sink to provide a 32” minimum clear route in bathroom between the tip of the sink and the opposing wall. [UFAS 4.3.3, 4.34.2(3)].
- K. Retrofit so that there are insulated pipes under lavatory in the bathroom. [UFAS 4.34.6.5]
- L. Retrofit so that grab bars at the toilet are mounted as shown in UFAS Fig. 29. [UFAS 4.34.5.2]
- M. Retrofit so that grab bars in the shower are mounted as shown in UFAS Fig. 34 or 37. [UFAS 4.34.5.4]
- N. Retrofit by adding a third grab bar on the control wall of the shower.
- O. Retrofit by removing existing side-grab bars either located between toilet and shower, or between the shower and the lavatory, and replace with a folding grab bar mounted on the back wall and located between the toilet and the shower.
- P. Retrofit to remove existing permanent shower seat and provide a portable shower chair for the bathroom. [UFAS 4.35.5.5(2)]
- Q. If an alarm system is provided in UFAS units, auxiliary alarms that comply with UFAS 4.28.4 must be provided in sleeping accommodations.
- R. See Interior Retrofit Inspection Protocol for retrofits at Unit Laundry Room Thresholds, Unit Porch Thresholds, Location of Refrigerators, and Location of Outlets and Light Switches.

- IV. Fernando L. Sumaza & Co. and Virgen del Pozo Limited Partnership will make the following retrofits to the 3-bedroom, 1-bathroom unit types that are of the same type as the unit surveyed at Apartment 313:
- A. Retrofit the door hardware on the exterior side of the primary entry doors so that all ground-level units have lever hardware in compliance with ANSI 1986, Section 4.13.9.
  - B. See Interior Retrofit Inspection Protocol for retrofits at Unit Laundry Room Thresholds, Unit Porch Thresholds, Location of Outlets and Light Switches, and Location of Refrigerators.
- V. Fernando L. Sumaza & Co. and Virgen del Pozo Limited Partnership will make the following retrofits to the 4-bedroom, 2-bathroom unit types that are of the same type as the unit surveyed at Apartment 114:
- A. Retrofit the door hardware on the exterior side of the primary entry doors so that all ground-level units have lever hardware in compliance with ANSI 1986, Section 4.13.9.
  - B. Retrofit by providing removable base cabinet under kitchen sink or under adjacent counter to allow 40" clear width between opposing cabinets/appliances. [FHAG Req. 7]
  - C. See Interior Retrofit Inspection Protocol for retrofits at Unit Laundry Room Thresholds, Unit Porch Thresholds, Location of Electrical and Light Switches, and Location of Refrigerators.

### APPENDIX C.1

## ACCESSIBLE PEDESTRIAN ROUTE RETROFITS AT MARIE GARDENS APARTMENTS





## APPENDIX C.2

### PUBLIC AND COMMON USE RETROFITS AT MARIE GARDENS APARTMENTS

- I. As set forth in the Consent Order and this Appendix, Fernando L. Sumaza & Co., Inc. and Trois Marie Dividend Limited Partnership will retrofit the public and common use areas at Marie Gardens Apartments in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, ANSI A117.1-1986, the Fair Housing Design Manual, and, where applicable, the ADA, the ADA Standards, and USAS.
- II. Fernando L. Sumaza & Co., Inc. and Trois Marie Dividend Limited Partnership will provide a total of three accessible parking spaces, with at least one being a van-accessible parking space with signage and an access aisle that satisfies the ADA standards, with two that satisfy the UFAS Standards and serve the two UFAS/HC units, and at least one that satisfies the requirements of ANSI 1986. [ADA Standards 4.1.2(5)(b); FHAG Req. 1]
- III. Fernando L. Sumaza & Co. and Trios Marie Dividend Limited Partnership will retrofit the door hardware on the exterior side of the primary entry doors so that all ground-level units have lever hardware in compliance with ANSI 1986, Section 4.13.9.
- IV. Fernando L. Sumaza & Co., Inc. and Trois Marie Dividend Limited Partnership will modify the ramp to the leasing office so that there is edge protection provided at the sides of the ramp to the leasing office. [UFAS 4.8.7 and ANSI 1986, Section 4.8.7]
- V. Fernando L. Sumaza & Co., Inc. and Trois Marie Dividend Limited Partnership will modify the wall enclosing the dumpster area to provide a 36" wide minimum accessible route through the area. [UFAS 4.3.3 and ANSI 1986, Section 4.3.3]
- VI. Fernando L. Sumaza & Co. and Trois Marie Dividend Limited Partnership will retrofit so that the key slots for all mailboxes serving ground-floor units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI 1986, Sections 4.2.5, 4.2.6.
- VII. Fernando L. Sumaza & Co. and Trois Marie Dividend Limited Partnership will make the following retrofits to the Community Building/Leasing Office Men's and Women's Bathrooms:
  - A. Retrofit by mounting the sign with raised and brailled characters on the wall adjacent to the latch-side of the door designating the bathroom so that the centerline of the sign is 60" above the matching finished floor in compliance with ADA Standard 4.30 and ANSI 1986, Section 4.28.
  - B. Retrofit so that there is pipe insulation under the bathroom lavatories. [ADA Standard 4.19.4; ANSI 1986 Section 4.19.4]

- C. Retrofit so that the hardware on the bathroom door locks have lever hardware that does not require twisting or pinching of the wrist in compliance with ANSI 1986, Section 4.13.9 and ADA Standard 4.13.9.
- D. Retrofit so that the flush control for the toilet in Women's Bathroom is mounted from the wide side in compliance with ADA 4.16.5 and ANSI 1986, Section 4.16.5.
- E. Retrofit so that locations of toilets are moved 2" closer to the adjacent walls by installing offset toilet flanges. [ADA Standard 4.23.4 and ANSI 1986, 4.23.4]
- F. Retrofit so that the sidewall and rear toilet grab bars are in compliance with ADA 4.17.6 and ANSI 1986, 4.17.6.
- G. Retrofit so that the mirrors are mounted with the bottom edges of the reflecting surface no higher than 40" above the matching finished floor in compliance with ANSI 1986, Section 4.19.6 and ADA Standard 4.19.6.

### APPENDIX C.3

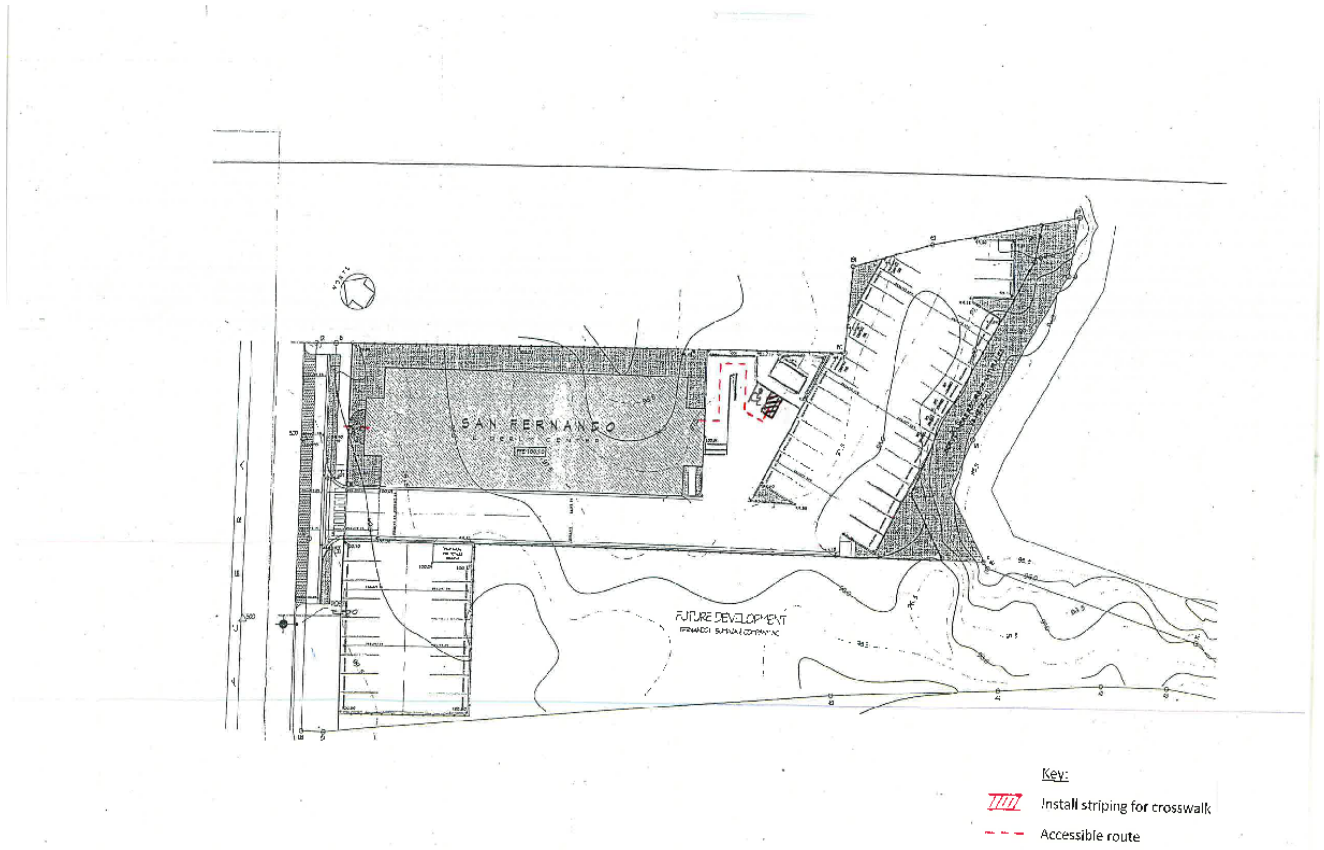
#### INTERIOR RETROFITS AT MARIE GARDENS APARTMENTS

- I. As set forth in the Consent Order and in this Appendix, Fernando L. Sumaza & Co., Inc. and Trois Marie Dividend Limited Partnership will retrofit the interiors of the units at Marie Gardens Apartments in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, the Fair Housing Design Manual, and, where specified, with the Uniform Federal Accessibility Standards (UFAS) and with the Interior Retrofit Inspection Protocol. These units are composed of four (4) types: (1) Apartment 103, a 1-bedroom, 1-bathroom unit; (2) Apartment 110, a 2-bedroom, 1-bathroom unit; (3) Apartment 112, a 2-bedroom, 1-bathroom HC/UFAS unit; and (4) Apartment 104, a 3-bedroom, 1-bathroom unit. The retrofits for each unit type are listed below in Sections II through V:
- II. Fernando L. Sumaza & Co., Inc. and Trois Marie Dividend Limited Partnership will make the following retrofits to the 1-bedroom unit types that are of the same type as the unit surveyed at Apartment 103:
  - A. Retrofit the door hardware on the exterior side of the primary entry doors so that all ground-level units have lever hardware in compliance with ANSI 1986, Section 4.13.9.
  - B. See Interior Retrofit Inspection Protocol for retrofits at Unit Laundry Room Thresholds and Location of Electrical Outlets and Switches.
- III. Fernando L. Sumaza & Co., Inc. and Trois Marie Dividend Limited Partnership will make the following retrofits to the 2-bedroom, 1-bathroom unit types that are of the same type as the unit surveyed at Apartment 110:
  - A. See Interior Retrofit Inspection Protocol for retrofits at Unit Laundry Room Thresholds, Unit Porch Thresholds, Location of Toilets, and Location of Electrical Switches and Outlets.
- IV. Fernando L. Sumaza & Co., Inc. and Trois Marie Dividend Limited Partnership will make the following retrofits to the 2-bedroom, 1-bathroom HC/UFAS unit types that are of the same type as the unit surveyed at Apartment 112:
  - A. Retrofit the signage at the HC/UFAS unit entrances so that they have accessible signage that complies with UFAS 4.30.
  - B. Retrofit by modifying threshold at the unit entry to be beveled with a slope no greater than 1:2 and a maximum overall height of ½". [UFAS 4.13.8; FHAG Reqs. 3, 4]
  - C. Retrofit so that the shelves in the bedroom, bathroom, and in all closets are capable of being no more than 54" above the floor for a side reach or 48" above the floor for a forward reach. [UFAS 4.25]

- D. Retrofit by adding a compliant horizontal grab bar on the shower wall with the controls as required by UFAS 4.34.5.5(3), Fig. 37.
  - E. Retrofit so that grab bars at the toilet are mounted as shown in UFAS Fig. 29. [UFAS 4.34.5.2]
  - F. Retrofit so that grab bars in the shower are mounted as shown in UFAS Fig. 34 or 37. [UFAS 4.34.5.4]
  - G. Retrofit so that there is insulation on the pipes under the lavatory in the bathroom. [UFAS 4.34.6.5]
  - H. Retrofit so that the mirror in the bathroom is mounted with the bottom edge of the reflecting surface no higher than 40" above the finished floor. [UFAS 4.19.6]
  - I. Retrofit by installing an 8" ramp that is the full length of the roll-in shower and that replaces the existing 1:2 beveled ramp. [UFAS 4.21.7]
  - J. Retrofit by providing pipe insulation under the kitchen sink. [UFAS 4.34.6.5(8)]
  - K. Retrofit to provide a cabinet-length shelf above the counter in the kitchen that is no higher than 48" above the matching finished floor. [UFAS 4.34.6.10]
  - L. If an alarm system is provided in UFAS units, auxiliary alarms that comply with UFAS 4.28.4 must be provided in sleeping accommodations.
  - M. See Interior Retrofit Inspection Protocol for retrofits at Unit Laundry Room Thresholds, Unit Porch Thresholds, Locations of Electrical Outlets and Switches, and Location of Toilets.
- V. Fernando L. Sumaza & Co., Inc. and Trois Marie Dividend Limited Partnership will make the following retrofits to the 3-bedroom, 1-bathroom units that are of the same type as the unit surveyed at Apartment 104:
- A. Retrofit so that the unit entry threshold is beveled with a slope no greater than 1:2 and with a maximum overall height that is no greater than ½". [FHAG Req. 3, 4]
  - B. See Interior Retrofit Inspection Protocol for retrofits at Unit Laundry Room Thresholds, Unit Porch Thresholds, Location of Electrical Outlets and Switches, and Location of Toilets.

### APPENDIX D.1

## ACCESSIBLE PEDESTRIAN ROUTE RETROFITS AT SAN FERNANDO ELDERLY CENTER



## APPENDIX D.2

### PUBLIC AND COMMON USE RETROFITS AT SAN FERNANDO ELDERLY CENTER

- I. As set forth in the Consent Order and this Appendix, Fernando L. Sumaza & Co., Inc. and San Fernando Limited Partnership, S.E. will retrofit the public and common use areas at San Fernando Elderly Center in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, ANSI A117.1-1986, the Fair Housing Design Manual, and, where applicable, the ADA, and the ADA Standards.
- II. Fernando L. Sumaza & Co., Inc. and San Fernando Limited Partnership, S.E. will restripe the designated accessible parking spaces to provide 96” wide minimum spaces with a 60” wide minimum access aisle adjacent to each space in compliance with ADA 4.6.3 and ANSI 1986, Section 4.6.3.
- III. Fernando L. Sumaza & Co., Inc. and San Fernando Limited Partnership, S.E. will provide a minimum of two accessible parking spaces at the property, including at least one van-accessible parking space with signage to satisfy the ADA Standards requirement for accessible parking to serve the leading office, and at least one other accessible parking space that satisfies the standards for ANSI 1986. [ADA Standards 4.1.2(5)(B) and ANSI 1986, Section 4.1.2].
- IV. Fernando L. Sumaza & Co., Inc. and San Fernando Limited Partnership, S.E. will retrofit the door hardware on the exterior side of the primary entry doors and doors to common-use amenities, including the door to the Doctor’s Office, so that all doors have lever hardware in compliance with ANSI 1986, Section 4.13.9.
- V. Fernando L. Sumaza & Co., Inc. and San Fernando Limited Partnership, S.E. will retrofit the door to the rear entrance of the building to provide at least one door leaf with a clear opening width of 32” minimum in compliance with ADA Standard 4.13.5 and ANSI 1986, Section 4.13.5.
- VI. Fernando L. Sumaza & Co., Inc. and San Fernando Limited Partnership, S.E. will retrofit so that the key slots for all mailboxes serving the dwelling units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI 1986, Sections 4.2.5, 4.2.6, subject to any restrictions or requirements of the U.S. Post Office and technical feasibility based upon space available.
- VII. Fernando L. Sumaza & Co., Inc. and San Fernando Limited Partnership, S.E. will retrofit the front building entrance door and the rear building entrance so that there is sufficient maneuvering space to open the door from the pull-side.
- VIII. Fernando L. Sumaza & Co., Inc. and San Fernando Limited Partnership, S.E. will retrofit by mounting the sign with raised and brailled characters on the wall adjacent to the latch-

side of the front and rear building entrance doors so that the centerline of the sign is 60" above the finished floor in compliance with ADA Standard 4.30.

- IX. Fernando L. Sumaza & Co., Inc. and San Fernando Limited Partnership, S.E. will make the following retrofits to the Laundry Room:
- A. Retrofit by mounting the sign with raised characters on the wall adjacent to the latch-side of the door designating the bathroom so that the centerline of the sign is 60" above the matching finished floor in compliance with ANSI 1986, Section 4.2.5.
  - B. Retrofit the Laundry Room door by either relocating both washer units adjacent to the latch-side, pull-side of the door or by reversing the swing of the door so that it opens to the outside so that there is clear maneuvering space at the latch-side of the door in compliance with ANSI 1986, Section 4.13.6.
  - C. Retrofit the Laundry Room by providing at least one washing machine that is front loading with controls located within reach range for a side approach in compliance with ANSI 1986, Section 4.32.6.2.
- X. Fernando L. Sumaza & Co., Inc. and San Fernando Limited Partnership, S.E. will make the following retrofits to the Community Room/Leasing Office Men's and Women's Bathrooms:
- A. Retrofit by mounting a sign with raised and brail characters on the wall adjacent to the latch-side of the door designating the bathroom so that the centerline of the sign is 60" above the matching finished floor in compliance with ADA Standard 4.30.
  - B. Retrofit by relocating the vending machine entrance of the Men's Bathroom so that there is 48" deep maneuvering clearance at the door in compliance with ADA Standard 4.13.6 and ANSI 1986, Section 4.13.6, Fig. 25(c).
  - C. Retrofit by modifying one of the toilet stalls each in the Men's and Women's Bathrooms so that it has the required size for an accessible stall in compliance with ADA Standard 4.1.13 and ANSI 1986, Section 4.22.
  - D. Retrofit so that there is pipe insulation under the bathroom lavatories. [ADA Standard 4.19.4; ANSI 1986 Section 4.19.4]
  - E. Retrofit so that the mirrors are mounted with the bottom edges of the reflecting surfaces no higher than 40" above the matching finished floor in compliance with ADA Standard 4.19.6 and ANSI 1986, Section 4.19.6.
  - F. Retrofit so that locations of toilets are moved approximately 2" closer to the adjacent walls by installing offset toilet flanges. [ADA Standard 4.23.4 and ANSI 1986, 4.23.4]

### APPENDIX D.3

#### INTERIOR RETROFITS AT SAN FERNANDO ELDERLY CENTER

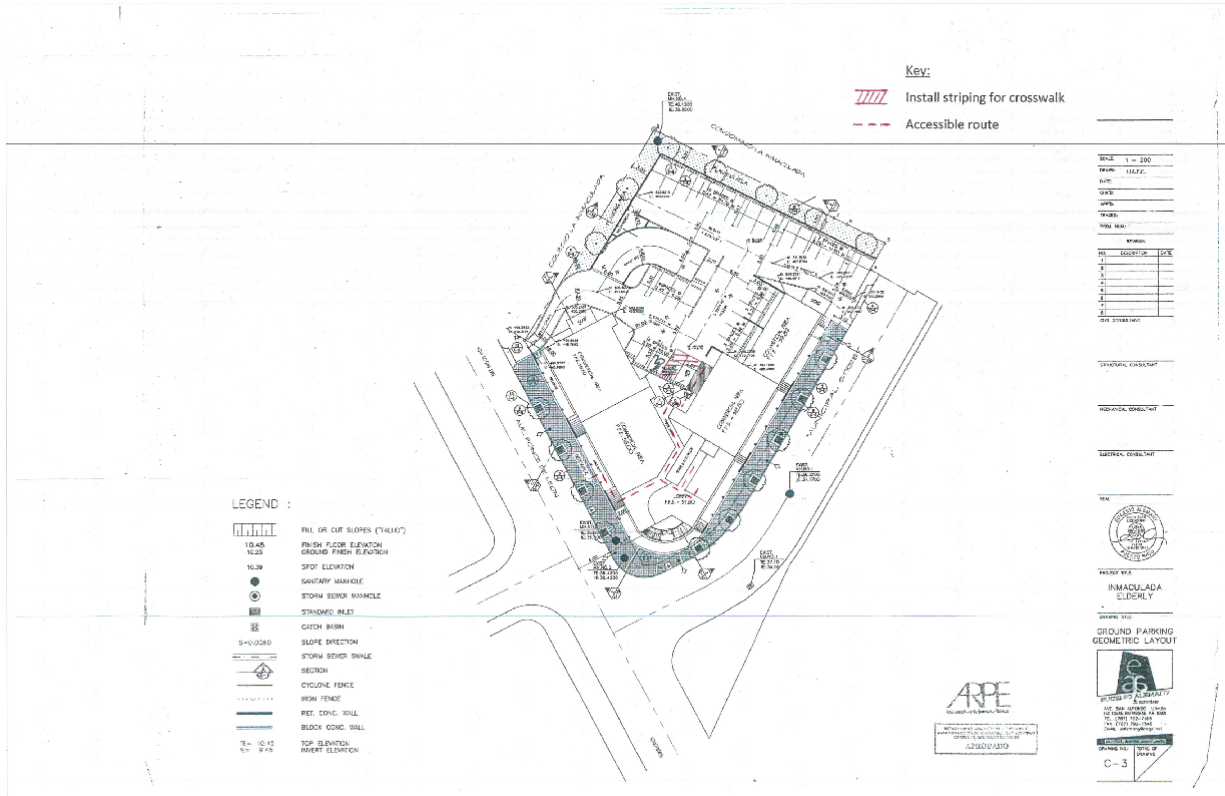
- I. As set forth in the Consent Order and in this Appendix, Fernando L. Sumaza & Co., Inc. and San Fernando Limited Partnership, S.E. will retrofit the interiors of the units San Fernando Elderly Center in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, the Fair Housing Design Manual, and with the Interior Retrofit Inspection Protocol. These units are composed of three (3) types: (1) Apartment 209, a 1-bedroom, 1-bathroom unit; (2) Apartment 101, a 1-bedroom, 1 bathroom HC unit; and (3) Apartment 707, a 3-bedroom, 1-bathroom unit. The retrofits for each unit type are listed below in Sections II through IV:
- II. Fernando L. Sumaza & Co., Inc. and San Fernando Limited Partnership, S.E. will make the following retrofits to the 1-bedroom unit types that are of the same type as the unit surveyed at Apartment 209:
  - A. Retrofit the door hardware on the exterior side of the primary entry doors so that all ground-level units have lever hardware in compliance with ANSI 1986, Section 4.13.9.
  - B. Retrofit either by converting the cabinet under the sink and the counter adjacent to the oven/range to a removable base cabinet, or by permanently removing the cabinet, with a matching finished floor under the sink and counter and insulated pipes so that there is a 30” x 48” clear floor space centered on the sink for a forward approach by a wheelchair and 30” x 48” clear floor space centered on the range for a side approach. [FHAG, Req. #7, FHDM p. 7.47] If removable, on the interior side of the cabinet door, attach a durable-material placard stating in English and in Spanish: “THIS CABINET IS REMOVABLE FOR WHEELCHAIR USER. CONTACT MANAGEMENT.”
  - C. See Interior Retrofit Inspection Protocol for Location of Toilets.
- III. Fernando L. Sumaza & Co., Inc. and San Fernando Limited Partnership, S.E. will make the following retrofits to the 1-bedroom, 1-bathroom HC unit at Apartment 101:
  - A. Retrofit either by converting the cabinet under counter adjacent to range/oven on the non-open side to a removable base cabinet, or by permanently removing the cabinet, with a matching finished floor under counter, so that there is a 30” x 48” clear floor space centered on the range for a side approach by a wheelchair. [FHAG, Req. #7, FHDM p. 7.47] If removable, on the interior side of the cabinet door, attach a durable-material placard stating English and in Spanish: “THIS CABINET IS REMOVABLE FOR WHEELCHAIR USER. CONTACT MANAGEMENT.”
  - B. See Interior Retrofit Inspection Protocol for the Location of Toilets.



- IV. Fernando L. Sumaza & Co., Inc. and San Fernando Limited Partnership, S.E. will make the following retrofits to the 3-bedroom, 1 bathroom unit types that are of the same type as the unit surveyed at Apartment 707:
- A. Retrofit the door hardware on the exterior side of the primary entry doors so that all ground-level units have lever hardware in compliance with ANSI 1986, Section 4.13.9.
  - B. Retrofit by removing two baseboards on both sides of the corridor from the unit entry to the kitchen for a distance on both sides of the corridor to the corner/end of the wall opening to the kitchen. [FHAG Req. 4] C.
  - C. See Interior Retrofit Inspection Protocol for Location of Refrigerators.

### APPENDIX E.1

## ACCESSIBLE PEDESTRIAN ROUTE RETROFITS AT LA INMACULADA ELDERLY CENTER



## APPENDIX E.2

### PUBLIC AND COMMON USE RETROFITS AT LA INMACULADA ELDERLY CENTER

- I. As set forth in the Consent Order and this Appendix, Fernando L. Sumaza & Co., Inc. and La Inmaculada Limited Partnership, S.E. will retrofit the public and common use areas at La Inmaculada Elderly Center in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, ANSI A117.1-1986, the Fair Housing Design Manual, and, where applicable, the ADA, and the ADA Standards.
- II. Fernando L. Sumaza & Co., Inc. and La Inmaculada Limited Partnership, S.E. will provide a total of three accessible parking spaces at property, with at least one van-accessible parking space on the ground-level with an access aisle and signage to satisfy ADA Standard 4.1.2 to serve the leasing office, and the remaining spaces, on either the ground- or parking garage-level that comply with ANSI 1986, Section 4.6.3.
- III. Fernando L. Sumaza & Co., Inc. and La Inmaculada Limited Partnership, S.E. will retrofit any accessible parking spaces on the ground level to provide 96” wide minimum spaces with a 60” wide minimum access aisle adjacent to each space in compliance with ANSI 1986, Section 4.6.3 and 4.6.4. (An access aisle may be shared between two accessible parking spaces.)
- IV. Fernando L. Sumaza & Co., Inc. and La Inmaculada Limited Partnership, S.E. will retrofit any garage-level accessible parking spaces to provide at least 96” wide minimum spaces with a 60” wide minimum access aisle adjacent to each space and that provide upright signage with the International Symbol of Accessibility that is at least 60” high so as not be obscured by vehicles in compliance with ANSI 1986, Sections 4.6.3 and 4.6.4. (An access aisle may be shared between two accessible parking spaces.)
- V. Fernando L. Sumaza & Co., Inc. and La Inmaculada Limited Partnership, S.E. will retrofit the door hardware on the doors to common-use amenities so that all doors have lever hardware in compliance with ANSI 1986, Section 4.13.9, *e.g.*, common use doors to the Social Worker’s Office and Doctor’s Office.
- VI. Fernando L. Sumaza & Co., Inc. and La Inmaculada Limited Partnership, S.E. will retrofit the door opening force at the doors to common-use amenities so that all doors, including but not limited to bathroom and leasing office doors, have an opening force of no more than 5 pounds in compliance with ADA Standard 4.13.11 and ANSI 1986, Section 4.13.11, or provide automatic door openers.
- VII. Fernando L. Sumaza & Co. and La Inmaculada Limited Partnership, S.E. will replace all the mailboxes, as required by the U.S. Post Office, and will install them so that the key slots for all mailboxes serving the units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in

compliance with ANSI 1986, Sections 4.2.5, 4.2.6, subject to any restrictions or requirements of the U.S. Post Office and technical feasibility based upon space available.

- VIII. Fernando L. Sumaza & Co., Inc. and La Inmaculada Limited Partnership, S.E. will retrofit by mounting the sign with raised and brail characters on the elevator jamb so that the centerline of the sign is 60" above the finished floor in compliance with ADA Standard 4.30.
- IX. Fernando L. Sumaza & Co., Inc. and La Inmaculada Limited Partnership, S.E. will retrofit the fire hose cabinet in the garage-level parking on the route from accessible parking spaces to the elevator by installing a detectable element below the cabinet (*e.g.*, a curb or rail) so that it is not an object that protrudes more than 4" into the circulation space at a height between 27" and 80". [ANSI 1986, 4.4.1].
- X. Fernando L. Sumaza & Co., Inc. and La Inmaculada Limited Partnership, S.E. will make the following retrofits to the 1<sup>st</sup> Floor Unisex Common Bathroom:
- A. Retrofit by mounting the sign with raised and brail characters on the wall adjacent to the latch-side of the door designating the bathroom so that the centerline of the sign is 60" above the matching finished floor in compliance with ADA Standard 4.30.
  - B. Retrofit so that the hardware on the bathroom door lock has lever hardware that does not require twisting or pinching of the wrist in compliance with ADA Standard 4.13.9 and ANSI 1986, Section 4.13.9.
  - C. Retrofit so that switches are mounted no higher than 48" above the floor for a forward approach or 54" above the floor for a side approach. [ADA Standard 4.23.7 and ANSI 1986, Section 4.25.3]
  - D. Retrofit so that the paper towel dispenser is mounted no higher than 48" above the floor for a forward approach or 54" above the floor for a side approach. [ADA Standard 4.27.3 and ANSI 1986, Section 4.25.3]
  - E. Retrofit so that there is pipe insulation under the bathroom lavatory. [ADA Standard 4.19.4; ANSI 1986 Section 4.19.4]
  - F. Retrofit so that the mirror is mounted with the bottom edge of the reflecting surface no higher than 40" above the matching finished floor in compliance with ADA Standard 4.23.6 and ANSI 1986, Section 4.19.6.
  - G. Retrofit so that the flush control for the toilet is mounted from the wide side in compliance with ADA 4.16.5 and ANSI 1986, Section 4.16.5.
  - H. Retrofit so that location of toilet is moved approximately 2" closer to the adjacent wall by installing an offset toilet flange. [ADA Standard 4.23.4 and ANSI 1986, 4.23.4]

- I. Retrofit by removing floor-mounted grab bar to provide 36” wide minimum clearance at the toilet in compliance with ADA Standard 4.16.2 and ANSI 1986, Section 4.16.2.
  - J. Retrofit so that the sidewall and rear toilet grab bars are in compliance with ADA 4.17.6 and ANSI 1986, 4.17.6.
  - K. Retrofit so that the toilet paper dispenser is a minimum of 19” above the matching finished floor at a maximum of 36” from the rear wall in compliance with ADA 4.16.6 and ANSI 1986, Section 4.16.6, Fig. 29(b).
  - L. Retrofit by providing a visual fire alarm in the bathroom in compliance with ADA Standard 4.1.3(14).
- XI. Fernando L. Sumaza & Co., Inc. and La Inmaculada Limited Partnership, S.E. will make the following retrofits to the two 9<sup>th</sup> Floor Unisex Bathrooms:
- A. Retrofit by mounting signs with raised and brailed characters on the wall adjacent to the latch-side of the doors designating the bathrooms so that the centerline of the signs are 60" above the matching finished floor in compliance with ADA Standard 4.30.
  - B. Retrofit so that the hardware on the bathroom door locks have lever hardware that does not require twisting or pinching of the wrist in compliance with ANSI 1986, Section 4.13.9.
  - C. Retrofit so that there is pipe insulation under the bathroom lavatories. [ADA Standard 4.19.4; ANSI 1986 Section 4.19.4]
  - D. Retrofit so that the mirrors are mounted with the bottom edges of the reflecting surfaces no higher than 40” above the matching finished floors in compliance with ANSI 1986, Section 4.19.6.
  - E. Retrofit so that the toilet paper dispensers are a minimum of 19” above the matching finished floor at a maximum of 36” from the rear wall in compliance with ADA 4.16.6 and ANSI 1986, Section 4.16.6, Fig. 29(b).
  - F. Retrofit so that the sidewall and rear toilet grab bars are in compliance with ADA 4.17.6 and ANSI 1986, 4.17.6.
- XII. Fernando L. Sumaza & Co., Inc. and La Inmaculada Limited Partnership, S.E. will retrofit the 3<sup>rd</sup> Floor Common Laundry Room by providing at least one washing machine that is front loading with controls located within reach range for a wheelchair side approach in compliance with ANSI 1986, Section 4.32.6.2.

- XIII. Fernando L. Sumaza & Co., Inc. and La Inmaculada Limited Partnership, S.E. will retrofit the Common Kitchen by providing a permanent placard by the phone that states “THIS TELEPHONE IS FOR EMPLOYEE OR MANAGEMENT USE ONLY.”

### APPENDIX E.3

#### INTERIOR RETROFITS AT LA INMACULADA ELDERLY CENTER

- I. As set forth in the Consent Order and in this Appendix, Fernando L. Sumaza & Co., Inc. and La Inmaculada Limited Partnership, S.E. will retrofit the interiors of the units at La Inmaculada Elderly Center in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, the Fair Housing Design Manual, and with the Interior Retrofit Inspection Protocol. These units are composed of three types: (1) Apartment 5516, a 1-bedroom, 1-bathroom unit; (2) Apartment 5517, a 1-bedroom, 1-bathroom unit; and (3) Apartment 2211, a 1-bedroom, 1-bathroom HC unit. The retrofits for each unit type are listed below in Sections II through IV:
  
- II. Fernando L. Sumaza & Co., Inc. and La Inmaculada Limited Partnership, S.E. will make the following retrofits to the 1-bedroom unit types that are of the same type as the unit surveyed at Apartment 5516:
  - A. Retrofit either by converting the cabinet under the sink and under the counter adjacent to the oven/range to a removable base cabinet, or by permanently removing the cabinet under sink and under the counter adjacent to the oven/range, with a matching finished floor under the sink and adjacent counter and insulated pipes so that there is a forward approach by a wheelchair and 30” x 48” clear floor space centered on the range for a side approach. [FHAG, Req. #7, FHDM p. 7.47] If removable, on the interior side of the cabinet door, attach a durable-material placard stating in English and in Spanish: “THIS CABINET IS REMOVABLE FOR WHEELCHAIR USER. CONTACT MANAGEMENT.” [FHAG Req. 7]  
  
Retrofit so that there is a 30” x 48” clear floor space beyond the in-swing of the door in the bathroom by reversing the swing of the bathroom door so that it swings out into the hallway. [FHAG, Req. #7]
  - B. See Interior Retrofit Inspection Protocol for retrofits for Electrical Outlets and Switches and Location of Toilets.
  
- III. Fernando L. Sumaza & Co., Inc. and La Inmaculada Limited Partnership, S.E. will make the following retrofits to the 1-bedroom, 1-bathroom unit types that are of the same type as the unit surveyed at Apartment 5517:
  - A. Retrofit so that there is a 30” x 48” clear floor space beyond the in-swing of the door in the bathroom by reversing the swing of the bathroom door so that it swings out into the hallway. [FHAG, Req. #7]
  - B. Retrofit either by converting the cabinet to a removable base cabinet or by permanently removing the cabinet, with a matching finished floor under the sink and insulated pipes. If removable, on the interior side of the cabinet door, attach a

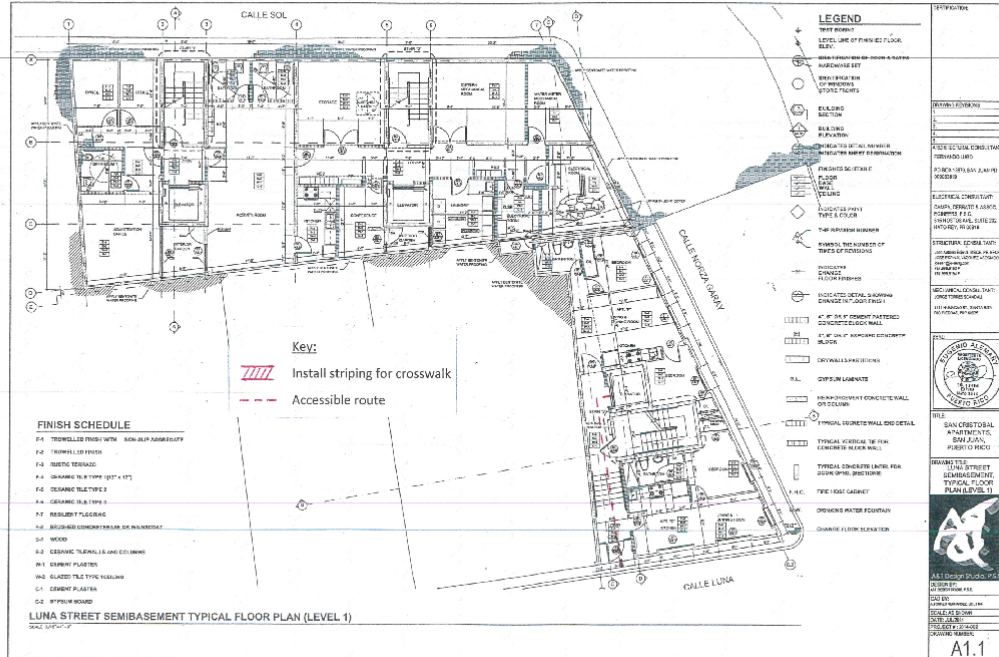
durable-material placard stating in English and in Spanish: “THIS CABINET IS REMOVABLE FOR WHEELCHAIR USER. CONTACT MANAGEMENT.”

- B. See Interior Retrofit Inspection Protocol for retrofits for Electrical Outlets and Switches, Location of Toilets, and Location of Refrigerators.
- IV. Fernando L. Sumaza & Co., Inc. and La Inmaculada Limited Partnership, S.E. will make the following retrofits to the 1-bedroom, 1-bathroom HC unit types that are of the same type as the unit surveyed at Apartment 2211:
- A. Retrofit cabinet adjacent to oven/range so that there is a 30” x 48” clear floor space centered on the range for a side approach by a wheelchair either by converting the cabinet to a removable base cabinet or by permanently removing the cabinet, with a matching finished floor under counter. [FHAG, Req. #7, FHDM p. 7.47] If removable, on the interior side of the door of a removable cabinet, attach a durable-material placard stating in English and in Spanish: “THIS CABINET IS REMOVABLE FOR WHEELCHAIR USER. CONTACT MANAGEMENT.” Alternatively, retrofit by swapping the location of the range/oven with the cabinets adjacent to the refrigerator and moving the range/oven forward so that it is flush with the face of the refrigerator. [FHAG Req. 7]
  - B. See Interior Retrofit Inspection Protocol for the Location of Electrical Outlets and Switches and Location of Toilets.



### APPENDIX F.1

## ACCESSIBLE PEDESTRIAN ROUTE RETROFITS AT SAN CRISTOBAL APARTMENTS



## APPENDIX F.2

### PUBLIC AND COMMON USE RETROFITS AT SAN CRISTOBAL

- I. As set forth in the Consent Order and this Appendix, Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will retrofit the public and common use areas at San Cristóbal Apartments in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, ANSI A117.1-1986, the Fair Housing Design Manual, and, where applicable, the ADA, the ADA Standards, and UFAS.
- II. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will retrofit so that the key slots for all mailboxes serving the dwelling units are within the reach range of 48” above the ground for a forward approach or 54” above the ground for a parallel approach in compliance with ANSI 1986, Sections 4.2.5, 4.2.6.
- III. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will retrofit the entry doorway for Building C by modifying the doorway so that there is 18” wide clear maneuvering space at the pull-side, latch-side of the door, or by installing an automated power operator with a push button control. [ANSI 1986, Section 4.13.6]
- IV. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will retrofit the door to the leasing office by placing a permanent placard on the door stating that it must remain open during all business hours.
- V. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will retrofit the door leading from the Building B elevator to the lobby towards Building C modifying the doorway or wall so that there is 12” wide clear maneuvering space at the push-side, latch-side of the door, or by installing an automated power operator with a push button control. [ANSI 1986, Section 4.13.6]
- VI. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will retrofit the door connecting Building B and Building C by modifying the doorway or wall so that there is 12” wide clear maneuvering space at the push-side, latch-side of the door, or by installing an automated power operator with a push button control. [ANSI 1986, Section 4.13.6]
- VII. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will retrofit the doors leading from the areas of refuge in Buildings A, B, and C by modifying the threshold to be beveled with a slope of no more than 1:2 and a maximum overall height of ½”. [ANSI 1986, Section 4.13.8]
- VIII. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will retrofit the door to the Activity Room in Building B so that it has an opening force of no more than 5 pounds in compliance with ANSI 1986, Section 4.13.11.
- IX. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will retrofit the activity room drinking fountain in Building B by installing wing walls at both sides of the fountain, or

by installing an apron on the high drinking fountain, so that there is a detectable warning that is at a maximum height of 27" above the finished floor in compliance with ANSI 1986, Section 4.4.1]

- X. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will retrofit the common kitchen in Building B by providing at least one shelf along the counters that is a maximum height of 48", and by relocating the microwave so that that is a maximum height of 48" in compliance with ANSI 1986, Section 4.2.6.
- XI. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will retrofit the common laundry room in Building B by relocating the pay machine so that it is not along the circulation path or by installing a detectable element below the machine (curb, planter, rail) so that it is not an object that protrudes more than 4" into the circulation space at a height between 27" and 80". [ANSI 1986, 4.4.1].
- XII. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will retrofit the common unisex bathroom in Building B as follows:
  - A. Retrofit by mounting a sign with raised and brailled characters on the wall adjacent to the latch-side of the door designating the bathroom so that the centerline of the sign is 60" above the matching finished floor in compliance with ADA Standard 4.30.
  - B. Retrofit so that there is pipe insulation under the bathroom lavatory. [ADA Standard 4.19.4; ANSI 1986 Section 4.19.4]
  - C. Retrofit so that the mirror is mounted with the bottom edge of the reflecting surface no higher than 40" above the matching finished floor in compliance with ADA Standard 4.19.6 and ANSI 1986, Section 4.19.6.
  - D. Relocate the paper towel dispenser so that it is not along the circulation path or by install a detectable element below the dispenser (curb, planter, rail) so that it is not an object that protrudes more than 4" into the circulation space at a height between 27" and 80". [ADA Standard 4.4.1 and ANSI 1986, 4.4.1].
  - E. Retrofit so that the sidewall and rear toilet grab bars are in compliance with ADA 4.17.6 and ANSI 1986, 4.17.6.
- XIII. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will retrofit the Men's and Women's Activity Room bathrooms in Building B as follows:
  - A. Retrofit by mounting signs with raised and brailled characters on the walls adjacent to the latch-side of the doors designating the bathrooms so that the centerline of the signs is 60" above the matching finished floor in compliance with ADA Standard 4.30.
  - B. Retrofit so that there is pipe insulation under the bathroom lavatories. [ADA Standard 4.19.4; ANSI 1986 Section 4.19.4]

- C. Retrofit so that the mirrors are mounted with the bottom edges of the reflecting surfaces no higher than 40” above the matching finished floor in compliance with ANSI 1986, Section 4.19.6.
- D. Retrofit so that the sidewall and rear toilet grab bars are in compliance with ADA 4.17.6 and ANSI 1986, 4.17.6.
- E. Relocate the paper towel dispenser so that it is not along the circulation path or by installing a detectable element below the dispenser (*e.g.*, curb, planter, rail) so that it is not an object that protrudes more than 4” into the circulation space at a height between 27” and 80”. [ANSI 1986, 4.4.1].

### APPENDIX F.3

#### INTERIOR RETROFITS AT SAN CRISTOBAL APARTMENTS

- I. As set forth in the Consent Order and in this Appendix, Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will retrofit the interiors of the units at San Cristóbal Apartments in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, the Fair Housing Design Manual, and, where specified, with UFAS and with the Interior Retrofit Inspection Protocol. These units are composed of eight (8) types: (1) Apartment 2702, a 1-bedroom, 1-bathroom unit; (2) Apartment 3101, a 1-bedroom, 1-bathroom unit; (3) Apartment 2603, a 1-bedroom, 1-bathroom HC/UFAS unit; (4) Apartment 1802, a 2-bedroom, 1-bathroom unit; (5) Apartment 2301, a 2-bedroom, 1-bathroom unit; (6) Apartment 3501, a 2-bedroom, 1-bathroom unit; (7) Apartment 3502, a 2-bedroom, 2-bathroom unit; and (8) Apartment 1201, a 2-bedroom HC/UFAS unit. The retrofits for each unit type are listed below in Sections II through IX.
- II. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will make the following retrofits to the 1-bedroom, 1-bathroom unit types that are of the same type as the unit surveyed at Apartment 2702.
  - A. Mirror the primary entry door to the opposite side of the doorframe so that there is 18” clear maneuvering space at pull-side, latch-side. [FHAG, Req. 4]
  - B. Retrofit so that there is a 30” x 48” clear floor space beyond the in-swing of the door in the bathroom by reversing the swing of the bathroom door so that it swings out into the hallway. [FHAG, Req. #7]
- III. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will make the following retrofits to the 1-bedroom, 1-bathroom unit types that are of the same type as the unit surveyed at Apartment 3101:

[Reserved]
- IV. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will make the following retrofits to the 1-bedroom, 1-bathroom HC/UFAS unit types that are of the same type as the HC/UFAS unit surveyed at Apartment 2603:
  - A. Retrofit the signage at the HC/UFAS unit entrances so that they have accessible signage that complies with UFAS 4.30.
  - B. Retrofit bathroom pocket-door by widening the door so that it has a 32" clear opening width. [FHAG, Req. #3, guide (2), FHDM, pp. 3.3-3.6]

- C. Retrofit so that the mirror is mounted with the bottom edge of the reflecting surface no higher than 40” above the matching finished floor in compliant with UFAS 4.19.6.
  - D. Retrofit so that grab bars at the toilet are mounted as shown in UFAS Fig. 29. [UFAS 4.34.5.2]
  - E. Retrofit so that grab bars in the shower are mounted as shown in UFAS Fig. 34 or 37. [UFAS 4.34.5.4]
  - F. Retrofit shower by removing permanent seat and replacing it with a portable shower chair, and by adding a grab bar in a compliant location to the wall opposite the control wall. [UFAS §4.34.5.5(4) and 2010 ADA Standards §608.5.2]
  - G. Retrofit to provide work surface in compliance with UFAS 4.34.6.4.
  - H. If an alarm system is provided in UFAS units, auxiliary alarms that comply with UFAS 4.28.4 must be provided in sleeping accommodations.
- V. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will make the following retrofits to the 2-bedroom, 1-bathroom unit types that are of the same type as the unit surveyed at Apartment 1802.
- A. See Interior Retrofit Inspection Protocol for the Location of Toilets.
- VI. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will make the following retrofits to the 1-bedroom, 1-bathroom unit types that are of the same type as the unit surveyed at Apartment #2301.
- [Reserved]
- VII. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will make the following retrofits to the 1-bedroom, 1-bathroom unit types that are of the same type as the unit surveyed at Apartment 3501.
- A. Retrofit the wing walls on both ends of the shower so that they are flush with the edge of the shower opening. [FHAG Req. 4.]
- VIII. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will make the following retrofits to the 1-bedroom, 1-bathroom unit types that are of the same type as the unit surveyed at Apartment 3502.
- [Reserved]
- IX. Fernando L. Sumaza & Co., Inc. and Viejo San Juan, LLC will make the following retrofits to the 1-bedroom, 1-bathroom HC/UFAS unit types that are of the same type as the unit surveyed at Apartment 1201.

- A. Retrofit the signage at the HC/UFAS unit entrances so that they have accessible that complies with UFAS 4.30.
- B. Retrofit so that the shelves in the bedroom, bathroom, and in all closets are capable of being no more than 54” above the floor for a side reach or 48” above the floor for a forward reach. [UFAS 4.25]
- C. Retrofit so that grab bars at the toilet are mounted as shown in UFAS Fig. 29. [UFAS 4.34.5.2]
- D. Retrofit so that grab bars in the shower are mounted as shown in UFAS Fig. 34 or 37. [4.34.5.4]
- E. Retrofit shower by removing permanent seat and replacing it with a portable shower chair, and by adding a grab bar in a compliant location to the wall opposite the control wall. [UFAS §4.34.5.5(4) and 2010 ADA Standards 608.5.2]
- F. Retrofit so that the mirror in the bathroom is mounted with the bottom edge of the reflecting surface no higher than 40” above the finished floor. [UFAS 4.19.6]
- G. If an alarm system is provided in UFAS units, auxiliary alarms that comply with UFAS 4.28.4 must be provided in sleeping accommodations.

**APPENDIX G**

**NOTICE TO RESIDENTS**

Dear Resident:

This is to advise you that, as a result of a settlement in a case brought by the United States against the owners of this apartment complex, we have agreed to retrofit the ground floor units [all units if elevator building] at \_\_\_\_\_ [Subject Property] to provide greater accessibility for people with disabilities. Your unit qualifies for retrofitting to provide greater accessibility.

Although your apartment unit will be retrofitted automatically after your residency ends, we want you to know that you may request to have your apartment modified now at no cost to you. The actual work will take no longer than \_\_\_ days from the date construction begins and, if needed, we will provide you with another unit in this development or comparable alternative living arrangements during that time. In scheduling when the repairs will take place, we will take into account your preferences and convenience.

You should be aware that this work must be completed within the next [years], regardless of your intention to stay in your apartment for a longer duration. Please let us know if you are interested in having the work done now and we will provide you with additional information.

The Management



## ANEXO G

### AVISO A INQUILINOS

Estimado/a inquilino/a:

Este aviso sirve para informarle que, como resultado de la resolución de un caso presentado por los Estados Unidos contra los dueños de este complejo de apartamentos, hemos acordado readaptar las viviendas de la planta baja [todas las viviendas si el edificio tiene ascensor] en \_\_\_\_\_ [Subject Property] con el fin de ofrecer mayor accesibilidad a personas con discapacidades. Su vivienda reúne los requisitos para ser readaptada para poder mejorar su accesibilidad.

Aunque su vivienda será automáticamente readaptada una vez acabada su estancia en la misma, queríamos avisarle que usted puede solicitar ahora mismo la readaptación de su vivienda, sin costo adicional para usted. Las obras actuales no se tardarán más de \_\_\_ días a contar desde la fecha en que tal obra empiece y, de ser necesario, durante aquel período de tiempo, lo/la alojaremos en otra vivienda del complejo o en una vivienda alterna comparable. A la hora de programar las obras, tomaremos en cuenta sus preferencias y conveniencia.

Cabe destacar que habrá que completar estas obras dentro de los próximos [años], independientemente de su intención a seguir viviendo en su apartamento durante un tiempo adicional. Favor de avisarnos si usted quisiera que se realicen las obras ahora y le brindaremos información adicional.

El Equipo Administrativo

## APPENDIX H

### NOTICE OF RETROFITS TO PUBLIC AND COMMON USE AREAS AT [SUBJECT PROPERTY]

The federal Fair Housing Act requires that the public and common use areas at complexes such as [SUBJECT PROPERTY] have certain features of physical accessibility for persons with disabilities.

As a result of recent events, it has been brought to our attention that certain features of the public and common areas of [SUBJECT PROPERTY] can be modified to provide greater accessibility for persons with disabilities, consistent with the accessibility requirements of the federal Fair Housing Act. We welcome persons with disabilities residents and guests at [SUBJECT PROPERTY]. We are writing this notice to let you know that beginning on \_\_\_\_\_, 2020, contractors will be coming onto 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, weather permitting.

Generally, the workers will modify or “retrofit” certain sidewalks, install curb cuts and ramps or modify existing ones along certain pathways to certain ground-floor units. They will also be making some modifications to the leasing office and laundry facility, as well as to other areas, to make them more accessible to persons with disabilities. We apologize for any inconveniences you may incur as a result of this work.

If you have any questions regarding these modifications, please contact us at \_\_\_\_\_.

The Management

## ANEXO H

### NOTIFICACIÓN DE LA READAPTACIÓN DE ZONAS DE USO PÚBLICO Y COMÚN EN [SUBJECT PROPERTY]

Conforme la ley federal de Vivienda Justa, las zonas de uso público y común en complejos como [SUBJECT PROPERTY] deben poseer ciertas características relacionadas con la accesibilidad física para personas con discapacidades.

Como resultado de eventos recientes, nos hemos percatado de que ciertas características de las zonas públicas y comunes de [SUBJECT PROPERTY] pueden ser modificadas para brindar mayor accesibilidad a personas con discapacidades, en conformidad con los requisitos de accesibilidad de la ley federal de Vivienda Justa. Nos complace acoger a personas con discapacidades, ya sean inquilinos o sus invitados, en [SUBJECT PROPERTY]. Estamos redactando esta notificación para avisarle que, comenzando el [DAY] de [MONTH] del 2020, empezarán a llegar contratistas al edificio para iniciar el proceso de modificar ciertos aspectos de las zonas de uso público y común. Anticipamos que el proceso dure aproximadamente \_\_\_\_\_ semanas, cuando el clima lo permita.

Por lo general, los trabajadores modificarán o readaptarán ciertas aceras, harán cortes en los bordillos, instalarán rampas o modificarán las actuales en ciertas vías de acceso a ciertas viviendas en la planta baja. Asimismo, realizarán ciertas modificaciones a la oficina de arrendamiento y las instalaciones de lavandería, así como a otras zonas, para que estas sean accesibles para personas con discapacidades. Pedimos disculpas por cualquier inconveniencia que pueda surgir como resultado de estas obras.

Si tiene alguna duda acerca de estas modificaciones, puede comunicarse con nosotros al \_\_\_\_\_.

El Equipo Administrativo

APPENDIX I

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,	)
	)
Plaintiff,	)
	)
v.	)
	)
FERNANDO L. SUMAZA & CO., INC, et al.,	)
	)
Defendants.	)
_____	)

**NOTICE TO POTENTIAL VICTIMS OF ALLEGED DISCRIMINATION AGAINST  
PERSONS WITH DISABILITIES AT FERNANDO L. SUMAZA & CO., INC.  
APARTMENT COMPLEXES**

On \_\_\_\_\_, 2020, the United States and Fernando L. Sumaza & Co., Inc. and its associated entities entered into a Consent Order resolving a housing discrimination investigation by the United States related to the design and construction of five apartment complex in Puerto Rico. The United States alleges that the units and many common use areas (for example, rental offices, routes to amenities, *etc.*) included some elements that are not accessible to persons with physical disabilities. As part of the Consent Order, Defendants have agreed to retrofits of the units and common use areas to comply with the Fair Housing Act and the Americans with Disabilities Act at the following apartment complexes:

1. Virgen del Pozo, Sabana Grande, PR
2. Marie Gardens, Cabo Rojo, PR
3. San Fernando Elderly Center, Mayagüez, PR
4. La Inmaculada Elderly Center, San Juan, PR
5. San Cristobal, San Juan, PR

A Settlement Fund has also been established by Fernando L. Sumaza & Co. to compensate persons who have been harmed as a result of these alleged physical accessibility issues at any of these five apartment complexes. You or members of your family may be qualified to recover from the Settlement Fund if you or members of your family:

- were discouraged from living at any of the above-named complexes because of the lack of accessible features of the apartment or the complex;
- rented an apartment but were unable to use, or had difficulties using portions of your apartment or the complex, because they were not accessible (including the inability to have visitors who have disabilities);

- paid to have any portion of your apartment or the complex modified to be more accessible; or
- were not informed about, or offered, all available apartment units because of your disability or the disability of someone who would be living with you.

*If you believe you have been harmed in one of these ways because of your disability at any of the five apartment complexes identified above, or if you have information about someone else who may have been harmed, please contact the United States Department of Justice at: 1-800-896-7743, ext. 9996, or e-mail us at [dojclaim822@usdoj.gov](mailto:dojclaim822@usdoj.gov).*

*You also may write to United States Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, 150 M Street, N.E., Washington, DC, 20530, Att: DJ 175-65-66*

**\*\*\* You must call, e-mail, 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, e-mail, or letter must include your name, address, and, if possible, at least two telephone numbers where you may be reached.**

ANEXO I

TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS  
PARA EL DISTRITO DE PUERTO RICO

UNITED STATES OF AMERICA,	)
	)
	)
Demandante,	)
	)
v.	)
	)
FERNANDO L. SUMAZA & CO., INC, et al.	)
	)
	)
Demandados.	)
_____	)

**NOTIFICACIÓN A POSIBLES VÍCTIMAS DE ALEGADA DISCRIMINACIÓN A PERSONAS CON DISCAPACIDADES EN LOS COMPLEJOS DE APARTAMENTOS DE FERNANDO L. SUMAZA & CO., INC.**

El [DAY] del [MONTH] del 2020, los Estados Unidos y Fernando L. Sumaza & Co., Inc. y sus entidades asociadas dictaron una Orden de Consentimiento que resuelve una investigación por parte de los Estados Unidos de discriminación en la vivienda relacionada con el diseño y la construcción de cinco complejos de apartamentos en Puerto Rico. Estados Unidos alega que las viviendas y muchas zonas de uso común (como, por ejemplo, oficinas de arrendamiento, vías de acceso a las instalaciones, etc.) incluyendo algunos elementos que no son accesibles para personas con discapacidades físicas. Como parte de la Orden de Consentimiento, los Demandados han acordado readaptar las viviendas y zonas de uso común para cumplir con la ley de Vivienda Justa y la ley de Estadounidenses con Discapacidades en los siguientes complejos de apartamentos:

1. Virgen del Pozo, Sabana Grande, PR
2. Marie Gardens, Cabo Rojo, PR
3. San Fernando Elderly Center, Mayagüez, PR
4. La Inmaculada Elderly Center, San Juan, PR
5. San Cristóbal, San Juan, PR

Asimismo, Fernando L. Sumaza & Co., Inc. ha establecido un fondo para el acuerdo para indemnizar a aquellas personas que han sido perjudicadas como resultado de estos alegados problemas de accesibilidad en cualquiera de los cinco complejos de apartamentos. Puede que usted o su familia sean elegibles para recibir un pago del fondo para el acuerdo si usted o algún miembro familiar suyo:

- fue disuadido/a de vivir en cualquiera de los complejos anteriormente nombrados por motivos de la falta de características accesibles en los apartamentos en sí o en el complejo en general;

- alquiló un apartamento pero no pudo usar o tuvo dificultades para usar, ciertas partes del apartamento o complejo por no ser estas accesibles (incluyéndose la imposibilidad de recibir a visitantes con discapacidades);
- pagó para modificar alguna parte de su apartamento o complejo para que fuera más accesible; o
- no fue ofrecido/a o informado/a acerca de todas las viviendas disponibles debido a su discapacidad o la discapacidad de alguien que estaría cohabitando con usted.

*Si usted cree haber sido perjudicado/a de alguna de estas maneras a causa de su discapacidad en cualquiera de los cinco complejos de apartamentos identificados en lo anterior, o si dispone de información acerca de otra persona que podría haber sido perjudicada, favor de comunicarse con el Departamento de Justicia de los Estados Unidos al: 1-800-896-7743, oprima el 2 para continuar en español y seleccione la extensión 6, o mande un correo electrónico a [dojclaim822@usdoj.gov](mailto:dojclaim822@usdoj.gov).*

*Usted también puede escribir al United States Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, 150 M Street, N.E., Washington, DC, 20530, Att: DJ 175-65-66.*

**\*\*\* Usted debe llamar o escribir a más tardar 365 días desde la fecha en que se dictó la Orden de Consentimiento, para ser elegible para una indemnización. Su mensaje telefónico o carta debe incluir su nombre, dirección y, de ser posible, al menos dos números de teléfono a los cuales se le puede llamar.**

**APPENDIX J**

**RELEASE OF ALL CLAIMS**

In consideration of and contingent upon the payment of the sum of (\$ \_\_\_\_\_), pursuant to the Consent Order entered in *United States v. Fernando L. Sumaza & Co., Inc., et al.*, (D. P.R.), between the United States and Fernando L. Sumaza & Co., Inc. and its associated entities (“Defendants”), I hereby release and forever discharge Defendants named in this action 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 as of the date of the entry of that Consent Order. I fully acknowledge and agree that this release of Defendants 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: \_\_\_\_\_



**ANEXO J**

**RENUNCIA DE RECLAMOS**

Considerando y supeditado al pago del importe de (\$\_\_\_\_\_ ), en virtud de la Orden de Consentimiento dictada en *United States v. Fernando L. Sumaza & Co., Inc. et al.*, (D. P.R.) entre los Estados Unidos y Fernando L. Sumaza & Co., Inc. y sus entidades asociadas («Demandados»), yo por la presente exonero y disuelvo para siempre a los Demandados nombrados en la presente acción de toda responsabilidad por demandas, legales o equitativas, que pueda tener en su contra como resultado de los problemas alegados en la presente acción a partir de la fecha en que se dictó la Orden de Consentimiento. Reconozco plenamente y acuerdo que la exoneración de los Demandados será vinculante para mis herederos, representantes, albaceas, sucesores, administradores y cesionarios. Reconozco por la presente que he leído y entendido esta exoneración y la he ejecutado de modo voluntario y con el pleno conocimiento de sus efectos jurídicos.

(Firma)

NOMBRE: \_\_\_\_\_

DIRECCIÓN: \_\_\_\_\_

FECHA: \_\_\_\_\_

**APPENDIX K**

**ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER**

On \_\_\_\_\_, I received copies of and have read, or have had read to me, the Consent Order entered between the United States and Fernando L. Sumaza & Co., Inc., and its associated entities. I have had all of my questions concerning the Consent Order and the Fair Housing Act answered to my satisfaction.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Date)

**ANEXO K**

**ACUSO DE RECIBO DE LA ORDEN DE CONSENTIMIENTO**

El [DAY] del [MONTH] del 2020, recibí copias y las leí o se me leyó la Orden de Consentimiento dictada por los Estados Unidos y Fernando L. Sumaza & Co., Inc. y sus entidades asociadas. Todas mis preguntas acerca de la Orden de Consentimiento y la Ley de Vivienda Justa fueron contestadas a mi satisfacción.

\_\_\_\_\_  
(Firma)

\_\_\_\_\_  
(Nombre en letra de molde)

\_\_\_\_\_  
(Posición)

\_\_\_\_\_  
(Fecha)

**APPENDIX L**

**CERTIFICATION OF FAIR HOUSING 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 in multi-family housing. I have had all of my questions concerning the Fair Housing Act and Americans with Disabilities Act in multi-family housing answered to my satisfaction.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Date)

**ANEXO L**

**CERTIFICACIÓN DE CAPACITACIÓN SOBRE LA VIVIENDA JUSTA**

El [DAY] del [MONTH] del 2020, asistí a una capacitación sobre la ley de Vivienda Justa y la ley de Estadounidenses con Discapacidades, incluyendo sus requisitos en lo que se refiere a la accesibilidad física para personas con discapacidades en viviendas multifamiliares. Todas mis preguntas acerca de la ley de Vivienda Justa y la ley de Estadounidenses con Discapacidades se me contestaron a mi satisfacción.

---

(Firma)

---

(Nombre en letra de molde)

---

(Posición)

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(Fecha)