

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,	)	
	)	NO. 2:14-cv-6651
Plaintiff	)	
	)	
v.	)	
	)	
WESTFIELD PARTNERS, <i>et al.</i> ,	)	
	)	
Defendants.	)	
STEPHEN ROACHE,	)	
	)	NO. 2:14-cv-4930
Plaintiff	)	
	)	
v.	)	
	)	
GALMAN GROUP, <i>et al.</i> ,	)	
	)	
Defendants.	)	

~~PLAINT~~ **CONSENT ORDER TO RESOLVE THE UNITED STATES' CLAIMS  
AGAINST DEFENDANTS WESTFIELD PARTNERS, GALMAN GROUP, LTD,  
AND JEFFREY LEBRON**

**I. INTRODUCTION**

1. The United States filed this action on November 17, 2014, on behalf of Stephen Roache, pursuant to the Fair Housing Act, 42 U.S.C. §§ 3612(o). On December 5, 2014, the United States' case was consolidated with a lawsuit filed by Mr. Roache alleging similar facts, *Roache v. Galman Group, et al.*, No. 2:14-cv-4930 (E.D. Pa.).
2. The United States, in its Complaint, alleges that Defendants Westfield Partners, Galman Group, Ltd., and Jeffrey Lebron ("Defendants") unlawfully denied Mr. Roache a reasonable accommodation in violation of the Fair Housing Act, 42 U.S.C. § 3604(d), (f)(1), (f)(2), and (f)(3). Specifically, the United States alleges that Mr. Roache, who uses a wheelchair

and lived in a second-floor unit at 2237 Bryn Mawr Avenue in Philadelphia, Pennsylvania (“Westfield Apartments”), requested a transfer to a first-floor unit when Defendants announced that renovations to the building’s elevator would leave tenants without an elevator for at least six weeks. The United States further alleges that Defendants refused Mr. Roache’s transfer request, despite the availability of first-floor units during the relevant time frame, and that as a result, Mr. Roache was forced to find other housing.

3. Defendants deny the allegations contained in the United States’ Complaint and, in particular, aver that Mr. Roache was offered a first-floor studio apartment as a reasonable accommodation, which Mr. Roache voluntarily declined.

4. In an effort to avoid costly litigation, the parties have voluntarily agreed, as indicated by the signatures below, to resolve the United States’ claims against Defendants without the necessity of a hearing on the merits and without admission of liability or wrongdoing on the part of Defendants.

**Wherefore, it is ORDERED, ADJUDGED and DECREED:**

## **II. INJUNCTION**

5. Defendant Lebron and the agents and employees of Defendants Galman Group, Ltd. and Westfield Partners (while employed by those Defendants), are hereby enjoined from:

- a. Representing to any person that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available because that person has a disability as defined under the Fair Housing Act, in violation of 42 U.S.C.

§ 3604(d);

- b. Discriminating in the rental, or otherwise making unavailable or denying, a dwelling to any renter because of a disability, in violation of 42 U.S.C. § 3604(f)(1);
- c. Discriminating against persons in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection with such rental of a dwelling, because of a disability, in violation of 42 U.S.C. § 3604(f)(2); and
- d. Refusing to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B).

### III. MANDATORY EDUCATION AND TRAINING

6. Within ninety (90) days of the entry of this Consent Order, Defendants, including their employees and agents who have management duties with respect to the rental of housing owned and/or managed by Defendants, shall attend, at Defendants' expense, a training program regarding the Fair Housing Act, including its disability discrimination provisions, and the terms of this Order, including Defendants' Nondiscrimination Policies and Defendants' Reasonable Accommodations Policies, *see infra* Parts IV and V. The Fair Housing Act training shall be conducted by a qualified third party, approved in advance by the United States, who is independent from Defendants, their employees, agents, or counsel.<sup>1</sup> Training on Defendants'

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<sup>1</sup> The training conducted on July 23, 2015, by the Pennsylvania Human Relations Commission on the Fair Housing Act satisfies this training requirement. Pursuant to this paragraph, Defendants will conduct additional training within ninety (90) days of the entry of this Consent Order regarding Defendants' Nondiscrimination Policies and Reasonable Accommodation Policies.



Nondiscrimination Policies and Reasonable Accommodations Policies may be conducted by Defendants, their employees, agents, or counsel.

7. Any new employees hired by Defendants to perform management duties with respect to the rental of housing owned and/or managed by Defendants subsequent to the training(s) set forth in Paragraph 6 will review the training materials on the topics described in Paragraph 6 within thirty (30) days of the start of their employment.

8. Within thirty (30) days of completing the training(s) set forth in Paragraph 6 or reviewing the training materials referenced in Paragraph 7, all individuals subject to Paragraphs 6 or 7 shall certify that they have completed training on the federal Fair Housing Act by signing the Training Certification in the form of Appendix A to this Order.

9. If at the time of entry of this Consent Order Defendant Lebron is no longer in the business of owning and/or managing residential rental property, upon written notification to the United States, Defendant Lebron will not be required to attend training on the Fair Housing Act or submit the Training Certification described in Paragraphs 6 and 8, *supra*. However, if during the duration of this Consent Order, Defendant Lebron reenters the residential rental property business, training as described in Paragraph 6 must be completed within ninety (90) days, and the Training Certification completed within thirty (30) days as described in Paragraph 8.

#### **IV. NONDISCRIMINATION POLICY**

10. Within thirty (30) days of the date of entry of this Consent Order and throughout its term, Defendants shall post a sign no smaller than ten (10) inches by fourteen (14) inches indicating that all units are available for sale or rental on a nondiscriminatory basis in a readily visible location within their rental offices and in a readily visible location on the premises of

their rental properties. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

11. Throughout the term of this Consent Order, Defendants shall ensure that any new advertising for the rental units that they own and/or manage in newspapers, in telephone directories, on radio, on television, on the internet, or in other media, and any signs, pamphlets, brochures, or other promotional literature include a fair housing logo, the phrase "Equal Housing Opportunity Provider," and/or the following sentences:

We are an Equal Opportunity Housing Provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status or disability.

#### V. REASONABLE ACCOMMODATION POLICY

12. Defendants Westfield Partners and Galman Group, Ltd. shall establish and adopt a specific written policy for receiving and handling requests for reasonable accommodations made by tenants with disabilities. This policy shall comply with the requirements of 42 U.S.C. §§ 3601-3619 and all other applicable federal and state laws and shall include information regarding the following:

- a. A description of where and how requests for accommodations in rules, policies, practices, or services are to be accepted and processed;
- b. Each request for an accommodation and the response thereto shall be documented by Defendants Galman Group, Ltd. and/or Westfield Partners, including copies of any written requests or decisions;
- c. A provision stating that an individual may make a request for reasonable accommodation orally. However, the policy may ask that any oral requests are to be put in writing; if an individual needs assistance to put his or her request in

writing, Defendants Galman Group, Ltd. and/or Westfield Partners will provide the appropriate assistance;

- d. All requests for an accommodation shall be acknowledged, in writing, within fourteen (14) days of Defendants Galman Group, Ltd.'s and/or Westfield Partners' receipt of a request;
- e. Those requesting an accommodation shall be notified in writing of the decision regarding their request within thirty (30) days of the receipt of that request, including an explanation if the request is denied;
- f. Defendants shall consider all requests for accommodations because of a disability and shall grant those requests that are reasonable within the meaning of the Fair Housing Act; and
- g. Defendants shall not impose any additional fees or costs, or otherwise retaliate against any person who has exercised his/her rights under the Fair Housing Act to make one or more reasonable accommodation requests and, if applicable, to receive a reasonable accommodation.

13. Within ninety (90) days of the date of entry of this Consent Order, Defendants shall provide a draft copy of the Reasonable Accommodation Policy to counsel for the United States for approval. The United States shall respond to Defendants' proposed policy within thirty (30) days of its receipt. If the United States objects to any part of Defendants' proposal, the parties shall have thirty (30) days to resolve their disagreement. If they are unable to do so, the parties shall submit the dispute to the Court for resolution. Defendants shall implement the Reasonable Accommodation Policy within thirty (30) days of approval by the United States or determination by the Court. For the duration of the Consent Order, Defendants may amend the



policy once it has been implemented only after receiving approval from the United States, or, if the United States denies such approval, upon Order of this Court.

14. Defendants shall keep written records of each request for reasonable accommodations they receive during the duration of this Consent Order. These records shall include: (a) the name, address, and telephone number of the person making the request; (b) the date upon which the request was received; (c) the nature of the request; (d) whether the request was granted or denied; and (e) if the request was denied, the reason(s) for the denial.

#### VI. REPORTING AND RECORD-KEEPING

15. Within one hundred eighty (180) days from the date of the entry of this Consent Order, and every one hundred eighty (180) days until the expiration of this Order (“reporting period”), Defendants shall submit a written report to the United States regarding their compliance with the requirements of this Order, with the exception that the final report shall be submitted thirty (30) days prior to the expiration of the Order.<sup>2</sup> The reports will include the following information for each reporting period:

- a. The status of any required training referenced in Part III, *supra*, including any copies of the Training Certifications referenced in Paragraph 8;
- b. Confirmation that the Nondiscrimination Policy is posted and advertisements comply with the requirements of Part IV, *supra*;

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<sup>2</sup> All correspondence or reports required to be sent to the United States under the provisions of this Order shall be sent to Chief, Housing and Civil Enforcement Section, U.S. Department of Justice, Attn: DJ # 175-62-401, at the following addresses:

Regular U.S. Mail: 950 Pennsylvania Avenue, N.W. – G Street  
Washington, D.C. 20530  
Overnight Mail: 1800 G Street, N.W.  
Suite 7067  
Washington, D.C. 20006

- c. Any requests for a reasonable accommodation made to Defendants by a resident of Westfield Apartments with a physical disability within the requisite reporting periods, including: (a) the nature of the request (less any personally-identifying information); (b) what response Defendants have made to the request, such as granting or denying the request or seeking additional information, and; (c) in the event that the request was not granted, the reason(s) why not. Upon review of this information, should the United States request additional information the parties will work cooperatively to address any concerns that arise from the requested additional information, including but not limited to any privacy concerns to protect the residents and/or any protected health information in accordance with HIPPA, in accordance with Paragraph 24; and
- d. Any written or oral complaints against Defendants regarding disability discrimination pursuant to the Fair Housing Act at Westfield Apartments during the reporting periods, including a copy of the written complaint itself or a written summary of an oral complaint (less any personally-identifying information). Defendants shall also provide the United States with information regarding whether the complaint has been resolved. Upon review of this information, should the United States request additional information the parties will work cooperatively to address any concerns that arise from the requested additional information, including but not limited to any privacy concerns to protect the residents and/or any protected health information in accordance with HIPPA, in accordance with Paragraph 24.



16. During the effective period of this Order, Defendants shall preserve all records relating to their obligations under this Consent Order. For good cause, including Defendants' failure to comply with any requirements of this Order, representatives of the United States shall be permitted, upon providing reasonable notice to Defendants, to inspect and copy at reasonable times any and all records related to Defendants' alleged failure to comply with the requirements of this Order. Any dispute between the parties regarding this Paragraph shall be resolved in accordance with Paragraph 24.

#### **VII. PAYMENT TO STEPHEN ROACHE**

17. No later than thirty (30) days after the date of entry of this Consent Order, Defendants shall pay the total sum of Forty-Five Thousand One Hundred Twenty-Eight Dollars (\$45,128) to Stephen Roache by delivering two checks to the Law Offices of David J. Berney, P.C.: one check payable to Mr. Roache and a separate check payable to the Law Offices of David J. Berney, P.C., for attorneys' fees as agreed upon between Mr. Roache and his counsel. Upon entry of this Order, counsel for Mr. Roache shall notify counsel for Defendants as to the appropriate amount of each check.

18. As a prerequisite to receiving such payment, Mr. Roache shall execute, and his counsel shall deliver to counsel for Defendants, a General Release of any and all claims or potential claims, legal or equitable, that he may have against Defendants, including defendants that have not been named in the United States' lawsuit, including any right to obtain any relief for any claims asserted in this lawsuit, through the date that Mr. Roache executes the General Release. The language of such release shall negotiated by counsel for Defendants and counsel for Mr. Roache.

### **VIII. JURISDICTION, SCOPE, AND DURATION**

19. The parties stipulate, and the Court finds, that this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o).
20. This Consent Order is effective immediately upon its entry by the Court and shall remain in effect for two years from the date of entry.
21. This Court shall retain jurisdiction over this action for all purposes related to the enforcement of this Order throughout its term, after which the case shall be dismissed with prejudice.
22. Any time limits for performance imposed by this Order may be extended by mutual written agreement of the parties.
23. The United States may move the Court to extend the period in which this Order is in effect if it believes that any Defendant has likely violated one or more terms of this Order.
24. The parties to this Order shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution. However, in the event that Defendants fail to perform in a timely manner any act required by this Order or act in violation of any provision of this Order, the United States may move the Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance or non-performance of certain acts.

### **IX. COSTS OF LITIGATION**

25. All parties shall be responsible for their own attorneys' fees and costs associated with this action.

**X. TERMINATION OF LITIGATION HOLD**

26. The parties agree that, as of the date of the entry of this Order, litigation is not “reasonably foreseeable” concerning the matters described in Paragraphs 1-3. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in Paragraphs 1-3, the party is no longer required to maintain such a litigation hold. Nothing in this Paragraph relieves either party of any other obligations imposed by this Consent Order.



**IT IS SO ORDERED:**

This 28<sup>th</sup> day of July, 2015.



**MITCHELL S. GOLDBERG**  
DISTRICT COURT JUDGE