

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA, : No: 4:23-CV-00594
 :
 Plaintiff, :
 :
 v. :
 :
 ALBRIGHT CARE SERVICES AND :
 ASBURY COMMUNITIES, INC :
 d/b/a ASBURY RIVERWOODS, :
 :
 Defendants. :
 :

CONSENT ORDER

I. BACKGROUND

1. The United States' Complaint alleges that Defendants, Asbury Communities, Inc. ("AComm") and Albright Care Services ("ACS") (collectively "Defendants"), discriminated against Ruth and Harry Gural, her son (collectively "the Gurals"), by not providing Mrs. Gural the reasonable accommodation that Mr. Gural be allowed to stay in Mrs. Gural's apartment as a live-in aide during the COVID pandemic to assist her with activities of daily living, in violation of the Fair Housing Act, 42 U.S.C. §§ 3601-3619 ("FHA" or "Act").

2. ACS is a Pennsylvania nonprofit corporation that offers a wide range of housing and care services for persons who want to live in senior living communities through its continuing care retirement communities ("CCRCs") located in York,

Pennsylvania (“Normandie Ridge”) and Lewisburg, Pennsylvania (“RiverWoods”).¹

3. AComm is a Maryland non-profit corporation based in Frederick, Maryland, which supports and benefits its affiliated and related entities (“Asbury System”). ACS is a supported organization of AComm. There are eight (8) CCRCs (including RiverWoods) dedicated to the care of persons who want to live in senior living communities in Maryland, Tennessee and Pennsylvania (collectively “Defendants’ CCRCs”);² section 202 HUD subsidized senior housing facilities in Tennessee and Pennsylvania; and several residential home care services in Maryland in the Asbury System.

4. As a CCRC, RiverWoods provides a continuum of services, including residential living, personal care, skilled nursing care, and short-term rehab.³ At RiverWoods, ACS owns and operates a 40-unit personal care facility licensed by the Pennsylvania Department of Human Services; a 226-bed skilled nursing facility licensed by the Pennsylvania Department of Health; and 132 residential living units, consisting of 78 residential apartments and 54 cottages, all of which are licensed by the Pennsylvania

¹ CCRCs are communities for older adults where residents have access to a continuum of health care, including residential living, assisted living, and skilled nursing care.

² Defendants’ CCRCs include Asbury Chandler Estate, Pen Argyl, PA; Asbury Methodist Village, Gaithersburg, MD; Asbury Place Kingsport, Kingsport, TN; Asbury Place Maryville, Maryville, TN; Asbury Solomons, Solomons, MD; Bethany Village, Mechanicsburg, PA; Normandie Ridge, York, PA; Riverwoods, Lewisburg, PA; Springhill, Erie, PA.

³ As a CCRC, RiverWoods is regulated by the Pennsylvania Insurance Department (“PID”). In order to operate as a CCRC, RiverWoods holds a Certificate of Authority issued by the PID pursuant to the Pennsylvania Continuing Care Provider Registration and Disclosure Act (the “Act”), Act No. 82 P.L. 391 (40 P.S. § 3201, *et seq.*), as amended.

Department of Insurance.

5. Defendants have denied and continue to deny the allegations of the private plaintiffs and the United States, and specifically deny that the conduct of any Defendant constitutes discrimination, retaliation, or a violation of the FHA. The United States and the Defendants have voluntarily agreed to resolve their claims by entering into this Consent Order. This Consent Decree is entered into as a compromise of a disputed claim and is not an admission of liability by Defendants, or any of their parents, affiliates, directors, officers, employees, or agents.

II. JURISDICTION

6. The District Court for the Middle District of Pennsylvania has jurisdiction over this action, and may grant the relief sought herein, under 28 U.S.C. §§ 1331 and 1345, and the Fair Housing Act (FHA), 42 U.S.C. §§ 3612(o) and 3613(c).

III. GENERAL INJUNCTION AND NON-DISCRIMINATION PROVISIONS

7. **Injunction.** Defendants and their respective agents, employees, successors, assigns and all other persons in active concert or participation:

- a. shall not discriminate in the sale or rental of, or otherwise make unavailable or deny, a dwelling to any resident because of a disability;⁴

⁴ Defendants assert that they are not subject to the Landlord Tenant Act of 1951, as amended, 68 P.S. §§ 250.101, et seq. with respect to their resident living units or any of their facilities. Rather the terms and conditions of their Agreements with residents are regulated by the PID in accordance with the Act. The United States takes no position as to this assertion.

- b. shall not discriminate against a person in the terms, conditions, or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of disability;
- c. shall not deny a person with a disability a reasonable accommodation when such accommodation may be necessary to afford such person equal opportunity to use and enjoy a dwelling; and
- d. shall take all affirmative steps necessary to remedy the effects of the illegal, discriminatory conduct as alleged herein and to prevent similar occurrences in the future.

IV. SPECIFIC INJUNCTIVE RELIEF

Adoption and Implementation of Reasonable Accommodation Policies

8. **Resident Agreement:** Defendants shall amend the Resident Agreement signed by residents at RiverWoods to include the highlighted provisions as reflected in the amended Resident Agreement attached hereto as Exhibit A and shall have any new residents execute the amended Resident Agreement. Within sixty (60) days after the entry of this Consent Order, Defendants shall ensure substantially similar language is included in the resident agreements at its other CCRCs, to the extent not already contained therein.

9. **Resident Handbook:** Within thirty (30) days after the entry of this Consent Order, Defendants shall amend the Resident Handbook given to residents at RiverWoods to include the highlighted provisions as reflected in the amended Resident

Handbook attached hereto as Exhibit B. Within sixty (60) days after the entry of this Consent Order, Defendants shall ensure substantially similar language is included in the resident handbooks at their other CCRCs, to the extent not already contained therein.

10. **Revised Reasonable Accommodation Policies:** Within thirty (30) days after the entry of this Consent Order, RiverWoods shall amend its existing policies governing the handling and provision of reasonable accommodations, including the Private Duty Personnel Policy, applicable to residents at RiverWoods and implement the amended policies attached collectively hereto as Exhibit C for receiving and handling requests made by persons with disabilities for reasonable accommodations at Defendants' CCRCs. Within thirty (30) days after the entry of this Consent Order, Defendants shall ensure substantially similar policies are implemented at their other CCRCs, to the extent not already in place.

11. **RiverWoods To Provide Documents:** Defendants shall provide a copy of this Consent Order and a copy of the Revised Reasonable Accommodation Policies to all Riverwoods' current owners, principals, executives, and upper management and senior leadership, as identified in this Paragraph 11 and require each person receiving the Reasonable Accommodation Policies to execute and return an Acknowledgment of Receipt of Consent Order and Reasonable Accommodation Policies (the "Acknowledgments"), the form of which is attached hereto as Exhibit D. As to RiverWoods only, Defendants will maintain and produce the executed Acknowledgments to the United States in accordance with their reporting obligations

under this Consent Order.

12. **Defendants' Other CCRCs To Provide Notice:** Within (60) days after the entry of this Consent Order, all of Defendants' other CCRCs shall ensure that the owners, principals, executives and upper management and senior leadership of Defendants, including their sales and marketing departments involved in showing, marketing, selling, or renting of independent living, assisted living, memory care and nursing care units, are familiar with the requirements of the FHA, particularly as they pertain to persons with disabilities and this Consent Order, including the revised policies discussed in Paragraphs 8, 9, and 10 (collectively, the "Reasonable Accommodation Policies").

13. **Equal Housing Opportunity Poster:** Within ten (10) days after the entry of this Consent Order, and to the extent not already displayed, Defendants' CCRCs shall post an "Equal Housing Opportunity" poster in their marketing offices, or an accessible area to, or frequented by the public and residents, indicating that all units or apartments are available for occupancy or rent on a non-discriminatory basis. An 11-inch-by-14-inch poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. Such poster shall be placed in a prominent, well-lit location in the Marketing office or other location where marketing business is regularly conducted, where it is easily readable. Defendants may use HUD Form 928, available on the internet at: <https://portal.hud.gov/hudportal/documents/huddoc?id=928.L.pdf>.

14. **Equal Housing Opportunity Advertising:** Within ten (10) days after the entry of this Consent Order, all advertising conducted by Defendants with respect to

Defendants' CCRCs in newspapers, telephone directories, radio, television, websites or other mass-media, including, without limitation, all billboards, pamphlets, brochures, and other promotional literature, shall include either a fair housing logo, the words "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." The words or logo should be legible and prominently placed.

Designating Reasonable Accommodation Coordinator and General Provisions Regarding Consent Order

15. **Reasonable Accommodation Coordinator**: Within thirty (30) days after the entry of this Consent Order, Defendants shall hire a new employee or designate an existing employee as a "Reasonable Accommodation Coordinator" ("RAC"). As part of that employee's duties, the RAC shall have the responsibility of receiving complaints of alleged housing discrimination by Defendants and coordinating Defendants' compliance with this Consent Order. The RAC shall maintain copies of this Consent Order, the Non-Discrimination Policies, the HUD Complaint Form, the HUD pamphlet entitled "Are you a victim of housing discrimination" (HUD official forms 903 and 903.1, respectively), the Joint Statement of HUD and the Department of Justice On Reasonable Accommodations Under the Fair Housing Act, and the Joint Statement of HUD and the Department of Justice On Reasonable Modifications Under the Fair Housing Act, and shall make these materials available free of charge to residents and family members upon request, including all persons making housing

discrimination complaints to Defendants. The RAC shall not be responsible for any state regulatory compliance matters.

16. **Distribution of Documents Revised in Accordance with this Order:**

Within twenty (20) days after implementing the Reasonable Accommodation Policies, Defendants shall provide one (1) copy of the Reasonable Accommodation Policies to all residents of Defendants' CCRCs. If a resident is legally unable to make decisions for himself or herself or has authorized a responsible person or extended a power of attorney to someone, Defendants shall provide one (1) copy of the Reasonable Accommodation Policies to that resident's guardian, responsible person, holder of power of attorney or known next-of-kin, if no such person has been appointed to manage the resident's affairs. Defendants shall make the Reasonable Accommodation Policies available in the Defendants' CCRCs' Marketing office and shall provide them to each prospective tenant at the time that he or she pays a deposit in anticipation of residing at Defendants' CCRCs or at any time upon request.

17. **Sale, Transfer, or Disposition of RiverWoods:** This Agreement is final and binding on the parties, including all principals, agents, executors, administrators, representatives, successors in interest, beneficiaries, assigns, heirs and legal representatives thereof. Defendants have a duty to so inform any such successor in interest of this Agreement.

Fair Housing Training

18. **Fair Housing Training for Persons with Existing Relationships with Defendants:** Within one hundred twenty (120) days after the entry of this Consent Order, the owners, principals, executives, upper management, and senior leadership of Defendants, including their sales and marketing departments involved in showing, marketing, selling, or renting independent living, assisted living, memory care and nursing care living units, shall receive instruction on the new or revised policies adopted pursuant to this Consent Order. The training shall be provided by an independent source unaffiliated with Defendant and with experience in providing such training and approved in advance by the United States. Any expenses associated with this training shall be borne by Defendants. As to RiverWoods only, Defendants shall obtain Certifications of Attendance, the form of which is attached hereto as Exhibit E, executed by each individual who received training, confirming their attendance. Defendants will send a copy of the executed Certificates (Exhibit E) to counsel for the United States in accordance with their reporting obligations, described *infra*. Notwithstanding the foregoing, if available, Defendants may use live webinar courses that are qualified as set forth above, including giving attendees the ability to ask questions, and approved by the United States.

19. **Fair Housing Training for New Employees and Agents:** During the term of this Consent Order, those individuals identified in the previous paragraph, shall, within thirty (30) days of commencing an employment or agency relationship with Defendants, be provided the training described in Paragraph 18. As to

RiverWoods employees and agents only, Defendants shall obtain Certifications of Attendance, the form of which is attached hereto as Exhibit E, executed by each individual who received training, confirming their attendance. Defendants will send a copy of the RiverWoods executed Certificates to counsel for the United States in accordance with their reporting obligations, described *infra*.

RiverWoods Document Retention and Reporting Obligations

20. **RiverWoods Reports:** Within sixty (60) days after the entry of this Consent Order, and every six (6) months thereafter (each such period of time which shall be referred to as a “Reporting Period”) during the term of this Consent Order as set forth in Paragraph 30 below, Defendants, on behalf of RiverWoods only, shall deliver to counsel for the United States⁵ a report regarding RiverWoods (the “Compliance Report”). The last such report must be submitted to the United States no later than sixty (60) days prior to the expiration of this Consent Order. Each Compliance Report will contain information regarding RiverWoods’ compliance efforts during the preceding reporting period, including a spreadsheet showing the name and address of any prospective resident or resident who received the

⁵ All correspondence required to be sent to the United States under the provisions of this Consent Order shall be sent by overnight delivery to the Civil Rights Coordinator, Middle District of Pennsylvania, United States Attorney’s Office , ATTN: Albright RiverWoods, USAO# 2022V00029, at the following address: Sylvia H. Rambo United States Courthouse, 1501 N. 6th Street, Box 202, Harrisburg, Pennsylvania 17102. Correspondence may also be sent by e-mail to usapam.civil.rights@usdoj.gov.

RiverWoods Policies during the immediately preceding Reporting Period, including the date on which the RiverWoods Policies were provided, demonstrating compliance with Paragraph 11.

21. **RiverWoods Complaints:** During the term of this Consent Order, Defendants, on behalf of RiverWoods only, shall advise the United States of receipt of any written or oral complaint that RiverWoods received during the immediately preceding Reporting Period whereby someone alleges that RiverWoods engaged in housing discrimination. Regardless of the form of the Complaint, the Compliance Report shall describe the specific nature of the complaint by a prospective resident or resident and include the complainant's name, address, and telephone number. If the complaint is written, Defendants shall provide a copy of it with the RiverWoods Compliance Report. Defendants shall also promptly provide the United States with all information it may request concerning any such complaint at Riverwoods. If RiverWoods deems a complaint to be resolved, Defendants shall inform the United States of the details of the resolution within thirty (30) days of the resolution of such complaint;

22. **RiverWoods Written Statement:** As to RiverWoods only, Defendants shall provide a written statement regarding: (1) the adoption and implementation of the Revised Reasonable Accommodation Policies described in Paragraph 11; and (2) the revision, rescission or adoption, and implementation of any other policies, procedures, agreements or other documents described in Paragraphs 8, 9, and 10 during the immediately preceding Compliance Period. The foregoing

statement set forth in this Paragraph 22 will identify (1) the policy, procedure, agreement or other document adopted and implemented during the Compliance Period, and (2) the date of adoption and implementation.

23. **RiverWoods Photograph of Poster:** Defendants shall provide one (1) recent photograph of RiverWoods' Marketing office demonstrating compliance during the immediately preceding Compliance Period with Paragraph 13 of this Consent Order, which requires the posting of an "Equal Housing Opportunity" poster in RiverWoods' Marketing office.

24. **Request for Reasonable Accommodations at RiverWoods:** Defendants shall provide any documents regarding requests for reasonable accommodations made pursuant to the FHA received by RiverWoods only during the immediately preceding Compliance Period, including, without limitation, one (1) copy of: (i) each such written request, (ii) the completed Fair Housing Reasonable Accommodation Form pertinent to each such requested accommodation; and (iii) any communications regarding each such reasonable accommodation request and the disposition thereof, demonstrating compliance with Exhibit C.

25. **RiverWoods Acknowledgment Forms:** Defendants shall provide one (1) copy of each executed Acknowledgment of Receipt of Consent Order and RiverWoods Policies (Exhibit D) received during the immediately preceding Compliance Period, as required by Paragraph 11.

26. **RiverWoods Executed Certificates of Training:** Defendants shall provide one (1) copy of each executed Certification of Fair Housing Training

(Exhibit E) received during the immediately preceding Compliance Period, as required by Paragraphs 18 and 19.

27. **RiverWoods Records**: During the term of this Consent Order as set forth in Paragraph 30 of this Consent Order, Defendants shall maintain all RiverWoods records kept in relation to the sale, rental, advertising, and marketing for rental or occupancy in relation to Defendants' compliance with this Consent Order. Upon reasonable notice to counsel for Defendants, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, Defendants shall provide copies of such documents; provided, however, that the United States shall endeavor to minimize any inconvenience and associated costs to Defendants.

V. MONETARY DAMAGES AND ATTORNEY FEES FOR AGGRIEVED PERSONS

28. Within thirty (30) days after the entry of this Consent Order, Defendants shall pay to Harry Gural and the Ruth E. Gural Trust the sum of \$215,000.00 for damages, costs and fees, payable by wire transfer or check made out to Relman Colfax PLLC, which is located at 1225 19th Street NW, Suite 600, Washington, D.C. 20036.

29. Upon notification of receipt of the payment, counsel for the United States, on behalf of Harry Gural and the estate of Ruth Gural, will provide an executed release (attached hereto as Exhibit F) for them individually and behalf of

their respective heirs, representatives, executors, successors, administrators and assigns, that will forever discharge the Defendants in this action and their parents, affiliates, subsidiaries, directors, executives, employees, insurers, agents, attorneys, successors and assigns, from any and all liability for any existing, pending or potential claims or causes of action, legal or equitable, they may have, either individually or collectively, against Defendants as of the date of the entry of the Consent Order.

VI. DURATION OF CONSENT ORDER AND TERMINATION OF LEGAL ACTION

30. **Term:** Except as provided in Paragraph 32, this Consent Order shall remain in effect for a period of two (2) years after its entry.

31. **Jurisdiction:** The Court shall retain jurisdiction over this action for the duration of the Consent Order for the purpose of enforcing its provisions and terms for a period of two (2) years after the entry of this Consent Order. The United States may move the Court to extend the duration of the Consent Order in the interests of justice.

32. **Amendment to Duration and Time For Performance:** Any time limits for performance imposed by this Consent Order may be extended by mutual written agreement of the parties. The other provisions of this Consent Order may be modified only with approval by the Court.

VII. ENFORCEMENT OF CONSENT ORDER

33. **Dispute Resolution:** The parties shall endeavor in good faith to

resolve informally any differences regarding interpretation of and compliance with this Consent Order prior to bringing such matters to the Court for resolution. However, in the event of a failure by the Defendants to perform, in a timely manner, any act required by this Consent Order, or otherwise to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity for violation of this Consent Order. Remedies may include, but are not limited to, findings of contempt, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees that may have been occasioned by the violation or failure to perform.

VIII. COSTS OF LITIGATION

34. **Fees and Costs**: Except as provided in Paragraphs 28 and 33, each Party shall bear its own legal or other costs incurred in connection with this matter, including, without limitation, any costs incurred in connection with the preparation, negotiation, and performance of this Consent Order, with this litigation, or with the United States' investigation that gave rise to this litigation.

IX. TERMINATION OF LITIGATION HOLD

35. **Termination of Litigation Hold:** The Parties agree that, as of the date of the execution of this Consent Order by the parties, litigation is not “reasonably foreseeable” concerning the matters described above. To the extent that either 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 Consent Order.

The undersigned apply for and consent to the entry of this Consent Order.

SO ORDERED this 11th day of April, 2023.

s/ Matthew W. Brann
Matthew W. Brann
Chief United States District Judge

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