

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN**

**UNITED STATES OF AMERICA**

**Plaintiff**

**COREN BRIGGS**

**Intervening Plaintiff**

**v.**

**Case No. 07-C-0544**

**HOUSING MANAGEMENT SERVICES,  
INC., HOUSING MANAGEMENT  
SERVICES, a WISCONSIN LIMITED  
PARTNERSHIP, and RICHARD SIMMA**

**Defendants**

**CONSENT DECREE**

**I. INTRODUCTION**

On September 28, 2007, the United States filed this action on behalf of Coren Briggs (“Ms. Briggs” or “the Complainant”) and her three minor children to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619 (the Fair Housing Act). The complaint alleges that Housing Management Services, Inc., Housing Management Services, a Wisconsin Limited Partnership (“Housing Management Services”) and Richard Simma discriminated against Ms. Coren Briggs on the basis of disability by refusing to grant her requests for reasonable accommodations and by evicting her and her three children from her rental unit at Plaza Village Townhouses.

On December 28, 2007, defendants filed an answer and jury demand. On February 18, 2008, Coren Briggs filed a motion to intervene and an intervenor complaint. By Order dated April 7, 2008, the Honorable Barbara B. Crabb, District Judge, granted Coren Briggs’ motion to intervene. Accordingly, Coren Briggs is a party to this Consent Decree.

The parties agree that this Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o). The parties further agree that to avoid costly and protracted litigation, the claims against the Defendants should be resolved without further proceedings. Therefore, as indicated by the signatures below, the parties agree to the entry of this Consent Decree. By entering into this Consent Decree, Defendants do not admit violating any statute, and specifically deny all liability.

It is hereby **ORDERED, ADJUDGED, AND DECREED:**

## **II. GENERAL INJUNCTIVE RELIEF**

The Defendants, their officers, agents, employees, representatives, successors and assigns and all other persons in active concert or participation with them are enjoined from:

A. Discriminating in the rental, or otherwise making unavailable or denying, a dwelling to any renter because of disability, in violation of 42 U.S.C. § 3604(f)(1);

B. Discriminating against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of disability, in violation of 42 U.S.C. § 3604(f)(2); and

C. Refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford persons with a disability equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B).

## **III. SPECIFIC INJUNCTIVE RELIEF**

A. In accordance with Chapter 3 of Occupancy Requirements of Subsidized Multifamily Housing Programs (HUD Handbook No. 4350.3), defendants shall remove all references to the “nature and severity of the disability” or “nature and severity of the handicap” from their “Disabled/Handicapped Verification” form.

B. In accordance with Chapter 5 of Occupancy Requirements of Subsidized Multifamily Housing Programs (HUD Handbook No. 4350.3), defendants shall be responsible for seeking verification from third-party sources and shall not require the tenant to transmit the verification to or from a third-party source.

C. Defendants will not oppose a motion filed by Coren Briggs for relief from the eviction judgment issued by the Wisconsin Circuit Court in St. Croix County on November 8, 2004. Coren Briggs and her children have no interest in seeking or applying for housing at any properties owned or operated by Defendants, and therefore, they will not seek or apply for housing at any properties owned or operated by Defendants.

#### **IV. COMPENSATION OF AGGRIEVED PERSONS**

Within fourteen (14) days of the entry of this Decree, the Defendants shall pay Thirty Thousand and Seven Hundred Fifty Dollars (\$30,750.00) by check to Coren Briggs c/o her attorney, Jodi Hanna, Disability Rights Wisconsin (DRW), 131 West Wilson Street, Suite 700, Madison, Wisconsin 53703. The caption and docket number of the case shall be indicated on the check, and the check shall be made payable to DRW Client Trust Fund. Within fourteen (14) days of receipt of the check, Ms. Briggs' attorney shall send the Defendants an executed Release of all claims, legal or equitable, that the Complainant asserted or might have asserted against the Defendants relating to the claims asserted by Briggs and on behalf of Briggs' children in this lawsuit (Appendix A).

#### **V. REASONABLE ACCOMMODATION POLICY**

A. Within thirty (30) days after the date of entry of this Consent Decree, Defendants shall adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations

at Plaza Village Townhouses. These standards shall comply with the requirements of 42 U.S.C. §§ 3601, *et seq.* and shall include the following elements:

1. A provision describing where and how Housing Management Services will accept and process requests for accommodations in its rules, policies, practices, or services;
2. A provision stating that each request for reasonable accommodation and response thereto shall be fully documented by Housing Management Services;
3. A provision stating that, upon request, HMS shall provide assistance to tenants in putting in writing a request for a reasonable accommodation.
4. A provision stating that all requests for accommodation shall be acknowledged, in writing, within fourteen (14) days of Housing Management Services' receipt of a written request;
5. A provision stating that Housing Management Services shall notify those requesting a reasonable accommodation in writing of its decision regarding the request for accommodation within thirty (30) days of Housing Management Services' receipt of the request; if Housing Management Services denies a request, it shall include an explanation of the basis for such denial in this written notification;
6. A provision stating that Housing Management Services will retain the final written decision regarding the reasonable accommodation request in its files;

7. A provision stating that Housing Management Services will consider all requests for accommodations because of disability and shall grant those requests that are reasonable and necessary within the meaning of the Fair Housing Act; and
8. A provision stating that Housing Management Services shall not impose any additional fees or costs, or otherwise retaliate against any person who has exercised his or her right under the Fair Housing Act to make one or more reasonable accommodation requests.

B. Within thirty (30) days after the date of entry of this Consent Decree, Defendants shall provide a copy of the reasonable accommodation policy to each current resident of Plaza Village Townhouses, by delivering a copy by hand to each dwelling unit.

C. For the duration of this Consent Decree, Defendants shall provide a copy of the reasonable accommodation policy to all waiting list tenants at the time of move-in, to each new tenant at the time he or she signs his or her initial lease, and to each new employee at the time of hire.

D. Within thirty (30) days after the date of entry of this Consent Decree, Defendants shall post and prominently display the reasonable accommodation policy in their rental and management offices in locations that are easily visible to residents and prospective residents, and at all other places on their property or properties where announcements or vacancies are posted.

## **VI. MANDATORY EDUCATION AND TRAINING**

A. Within ten (10) days of the entry of this Decree, the Defendants shall provide copies of this Decree and Plaza Village Townhouses' reasonable accommodation policy to all of their agents and employees whose duties, in whole or in part, involve the management or rental

of units at Plaza Village Townhouses, and shall secure the signed statement, conforming to Appendix B, from each agent or employee acknowledging that s/he has received and read, and understands the Decree and the reasonable accommodation policy, and has had her or his questions about the Decree and the reasonable accommodation policy answered.

B. Within three (3) months of the entry of this Decree, the Defendants and all their employees and agents whose duties, in whole or in part, involve the management or rental of housing units at Plaza Village Townhouses, shall undergo fair housing training. The training shall focus on discrimination based on disability, including disability from mental illness and shall inform the trainees of their obligations under this Decree as well as applicable federal, state and local laws. The training shall be conducted by a qualified third party approved by the United States and unconnected to the Defendants or their employees, agents, or counsel. Any expenses associated with this training shall be borne by the Defendants. Defendants shall provide to the United States, within thirty (30) days after the training, the name(s), address(es) and telephone number(s) of the trainer(s) and certifications executed by the trainers confirming the attendance of the trainee(s).

C. During the term of this Decree, the Defendants shall, at the time of hire, give each new employee or agent whose duties, in whole or in part, involve the management or rental of housing units at Plaza Village Townhouses, a copy of this Decree and the reasonable accommodation policy.

## **VII. NOTIFICATION TO PUBLIC OF NONDISCRIMINATION POLICIES**

Within ten (10) days after the date of entry of this Consent Decree, Defendants shall post and prominently display a Fair Housing Poster that meets the requirements of 24 C.F.R. Part 110 at any place of business where defendants conduct rental activity and/or have personal contact

with applicants for rental of their property.

### **VIII. RECORD KEEPING AND MONITORING**

A. The Defendants shall keep written records of each request for reasonable accommodation they receive during the duration of this Consent Decree. These records shall include: (1) the name, address, and telephone number of the person making the request; (2) the date on which the request was received; (3) the nature of the request; (4) whether the request was granted or denied; and (5) if the request was denied, the reason(s) for the denial.

B. Within thirty (30) days and thereafter on the anniversary of the date of entry of this Decree, the Defendants shall submit to the United States a compliance report as provided by this section, except that Defendants shall submit the final report sixty (60) days prior to the expiration of this Decree.

C. The compliance reports shall include:

1. copies of any advertisements, pamphlets, brochures, or other promotional literature concerning Plaza Village Townhouses;
2. the signed statements and certifications of each agent and employee referred to in Section VI(A) above; and
3. copies of the records regarding reasonable accommodation requests referred to in Section VIII(A) above.

D. For the duration of this Decree, the Defendants shall notify counsel for the United States and counsel for the Intervening Plaintiff, in writing, within fifteen (15) days of receipt of any complaint of housing discrimination against Housing Management Services or any of Housing Management Services' agents or employees. Such notification shall include the date of the complaint, a copy of any written complaint or a description of the verbal complaint, and

contact information (including mailing addresses and daytime and evening telephone numbers) for the complaining party. Within fifteen (15) days of the resolution of any such complaint, the Defendants shall notify counsel for the United States, in writing, of the details of the resolution.

E. For the duration of this Decree, the Defendants shall preserve all records related to this Decree and any other documents related to the management or rental of units at Plaza Village Townhouses. Such documents include, but are not limited to, applications, leases, tenant files, policies and procedures and unit availability logs. Upon reasonable notice to the Defendants, representatives of the United States and the Intervening Plaintiff shall be permitted to inspect and copy any of Housing Management Services' records at any and all reasonable times so as to determine compliance with the Consent Decree; provided, however, that the United States and the Intervening Plaintiff shall endeavor to minimize any inconvenience to Housing Management Services from such inspections.

#### **IX. DURATION OF DECREE AND TERMINATION OF LEGAL ACTION**

A. The Court shall retain jurisdiction for two (2) years after the entry of this Decree to enforce the terms of the Decree, at which time the case shall be dismissed with prejudice. Prior to the expiration of the Decree's term, the United States or the Intervening Plaintiff may move the Court to extend the duration of the Decree for good cause, including on the basis of any Defendant's failure to comply with a provision of the Decree.

B. The parties shall endeavor in good faith to resolve informally any differences regarding the interpretation of and compliance with this Decree prior to bringing such matters to the Court for a resolution. However, in the event of a failure by any Defendant to perform in a timely manner any act required to this Decree or otherwise to act in violation of any provision thereof, the United States or the Intervening Plaintiff may move this Court to impose any remedy



authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorney's fees that may have been occasioned by the violation or failure to perform.

#### **X. TIME FOR PERFORMANCE**

Any time limits for performance imposed by this Consent Decree may be extended by the mutual, written agreement of the United States, the Intervening Plaintiff and the Defendants.

#### **XI. COSTS OF LITIGATION**

Each party to this Consent Decree shall bear its own costs and attorney's fees associated with this litigation.

**IT IS SO ORDERED**, this 17<sup>th</sup> day of September, 2008.

The undersigned apply for and consent to the entry of this Decree:

**FOR THE PLAINTIFF THE UNITED STATES:**

ERIK C. PETERSON  
United States Attorney

*/s/ Richard D. Humphrey*

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RICHARD D. HUMPHREY  
Assistant United States Attorney  
660 West Washington Avenue, Suite 303  
Madison, WI 53701-1585  
608/264-5158  
Email: [Richard.Humphrey@usdoj.gov](mailto:Richard.Humphrey@usdoj.gov)

**FOR THE DEFENDANTS HOUSING  
MANAGEMENT SERVICES, INC.,  
HOUSING MANAGEMENT  
SERVICES, a WISCONSIN LIMITED  
PARTNERSHIP, and RICHARD  
SIMMA**

*/s/ William L. Moran*

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WILLIAM L. MORAN  
Murnane Brandt Minn. Atty No. 0177167  
30 East 7<sup>th</sup> Street, Suite 3200  
St. Paul, MN 55105  
651/227-9411  
Email: [wmoran@murnane.com](mailto:wmoran@murnane.com)

**FOR THE INTERVENING PLAINTIFF COREN  
BRIGGS:**

*/s/Jodi L. Hanna*

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JODI L. HANNA

State Bar No. 1020736

Disability Rights Wisconsin

131 West Wilson Street, Suite 700

Madison, WI 53703

608/267-0214

Email: [jhanna@drwi.org](mailto:jhanna@drwi.org)

**APPENDIX A  
RELEASE OF CLAIMS**

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In consideration of the parties' agreement to the terms of the Consent Decree entered by the Court in *United States & Coren Briggs v. Housing Management Services, Inc., Housing Management Services, a Wisconsin Limited Partnership, and Richard Simma*, Case No. 07-C-0544 (W.D. Wis.) and the Defendants' payment of the sum of Thirty Thousand and Seven Hundred Fifty dollars (\$30,750.00), Coren Briggs, on her own behalf and on behalf of her children as "aggrieved persons" as that term is defined in the Fair Housing Act ("the Undersigned), hereby releases and forever discharges the Defendants named in this action, Housing Management Services, Inc., Housing Management Services, a Wisconsin Limited Partnership, and Richard Simma, their administrators, executors, successors, assigns, agents, representatives, employees, affiliates, subsidiaries, parent corporations, insurers and all other persons ("the Released Parties"), from any and all past, present, and future claims, demands, liability, damages, actions, rights of action of whatever kind or nature, in law or in equity, which the undersigned now has or hereafter may have, arising out of, in consequence of, or on account of all known and unknown damages and anticipated or unanticipated consequences related in any way to the events alleged or which could have been alleged in the above referenced action, or any related action or complaint pending before HUD involving these Released Parties.

The Undersigned hereby accept said sum as a compromise and settlement of all claims on account of the dispute between the parties hereto. In agreeing to this settlement, the undersigned are relying on their own judgment, belief and knowledge as to all phases of the claim and are not relying on representations or statements made by any of the persons or entities hereby released or anyone representing those entities or persons.

The Undersigned understand and accept that the Released Parties admit no liability of any sort by reason of said incident and that said payment and settlement in compromise is made to terminate further controversy respecting all claims for damages that they have heretofore asserted or that they or their personal representatives might hereafter assert because of the said claimed statutory violations. Nothing in this Release is to be interpreted as an admission on the part of Briggs that her allegations in this matter were incorrect or untruthful.

The Undersigned hereby declare that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims against the Released Parties, disputed or otherwise, on account of the claims, injuries, and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforementioned claimed statutory violations.

The Undersigned hereby accept draft or drafts as final payment of the consideration set

forth above. The terms of the attached Consent Decree are incorporated herein by reference.

The Undersigned hereby acknowledge that they have read and understand the Consent Decree and this Release, and have executed this Release voluntarily and with full knowledge of its legal consequences. This Release and the attached Consent Decree represent the entire agreement of the parties and can only be modified or amended by the parties' agreement in writing.

**CAUTION ! READ BEFORE SIGNING**

\_\_\_\_\_  
COREN BRIGGS

Dated: \_\_\_\_\_

I, Mitchell Briggs, son of intervening plaintiff Coren Briggs, being a minor at the time this case was filed, reached the age of majority on February 6, 2008. I have read and understand the Consent Decree and this Release, and by my signature below, I agree to be bound by the provisions of these documents.

\_\_\_\_\_  
MITCHELL BRIGGS

Dated: \_\_\_\_\_

**APPENDIX B  
EMPLOYEE ACKNOWLEDGMENT**

**APPENDIX B**

**EMPLOYEE ACKNOWLEDGMENT**

I acknowledge that on \_\_\_\_\_, 20\_\_, I received a copy of the Consent Decree entered by the Court in *United States & Coren Briggs v. Housing Management Services, Inc., Housing Management Services, a Wisconsin Limited Partnership, and Richard Simma*, Case No. 07-C-0544 (W.D. Wis.), and the reasonable accommodation policy of Plaza Village Townhouses. I have read and understand the Consent Decree and the reasonable accommodation policy, and have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Date