

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

2008 MAY 30 P 3:33

U.S. DISTRICT COURT
BRIDGEPORT, CONN.

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)
)
MAHMOUD M. HUSSEIN,)
)
Defendant.)
)
_____)

Civil Action No. 3:07cv01175-SRU

A.M. and C.M., by her other and next best)
friend, A.M.)
)
Plaintiff,)
)
v.)
)
MAHMOUD M. HUSSEIN,)
)
Defendant.)
)
_____)

Civil Action No. 3:07cv01405-SRU

RELATED CASES

CONSENT DECREE

I. INTRODUCTION

On August 1, 2007, the United States of America ("United States") filed this action on behalf of A.M. and her minor child C.M. against Mahmoud M. Hussein ("Defendant") to enforce the provisions of Title VIII of the Civil Rights Act of 1968 ("the Fair Housing Act" or "the FHA"), as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 et seq. The United States brought this complaint following a Determination of Reasonable Cause and Charge of Discrimination issued by the Secretary of Housing and Urban Development

and a timely notice of election filed by the complainant, A.M. See 42 U.S.C. § 3612(o). On May 31, 2007, A.M., on behalf of herself and her minor child C.M., also had filed a lawsuit against the Defendant alleging violations of the Fair Housing Act, 42 U.S.C. §§ 3601 et seq.

The United States, A.M., and C.M. (together “Plaintiffs”) allege that Defendant Mahmoud M. Hussein discriminated on the basis of disability and violated the Fair Housing Act, 42 U.S.C. § 3604(f), by denying A.M.’s requests for a reasonable accommodation to Defendant’s “no-pets” policy. Plaintiffs also allege that Defendant retaliated against A.M. and C.M. for exercising their rights under the Fair Housing Act by refusing to renew their annual lease and threatening to evict them.

Eleven-year-old C.M. was born with cerebral palsy and has been diagnosed with depression and seizure activity. C.M. has disabilities within the meaning of the Fair Housing Act, 42 U.S.C. § 3602(h), which have substantially limited several of her major life activities. The Defendant, Mr. Hussein, is an individual who owns and manages several residential, rental properties in Windsor Locks, Connecticut (“Rental Properties”)¹ including a single-family home located at 104 North Main Street which he rented out to A.M. and her daughter C.M.

Defendant denies that he violated the Fair Housing Act. Defendant contends that, prior to Plaintiffs’ filing of a discrimination claim, he was not aware of either C.M.’s disability or her need for an accommodation. Defendant denies that he retaliated against A.M. and C.M.

The parties agree that, in the interest of conserving time and expense, this matter should

¹ The term “Rental Properties” refers to all rental properties owned and managed by the Defendant, in whole or in part, which are used or intended to be used as dwellings as defined by 42 U.S.C. § 3602(b) during the duration of this Consent Decree.

be resolved without further litigation. Therefore, as indicated by the signatures below, the parties agree to the entry of this Consent Decree. The parties acknowledge that resolution of this matter is not to be construed as an admission of liability by Defendant. This Consent Decree constitutes full resolution of the claims of Plaintiffs that Defendant discriminated against A.M. and C.M. on the basis of disability.

THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED:

II. GENERAL INJUNCTION

1. Defendant, his agents, employees, and all other persons in active concert or participation with them, are hereby enjoined from:
 - A. Discriminating on the basis of disability in violation of 42 U.S.C. § 3604(f) by failing to make reasonable accommodations in rules, policies, practices, or services, when such reasonable accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling;
 - B. Coercing, intimidating, threatening, or interfering with persons in the exercise or enjoyment of their right to seek a reasonable accommodation, or on account of their having exercised or enjoyed their right to seek a reasonable accommodation pursuant to the Fair Housing Act.

III. AFFIRMATIVE RELIEF

2. No later than 30 days after the date of entry of this Consent Decree, Defendant shall adopt and implement a written policy that permits a resident in his Rental Properties with

a disability, as defined in section 802(h) of the Act, 42 U.S.C. § 3602(h),² to keep an assistance animal in his or her rental property and on the premises.

A. For the purposes of this section:

- i. An “assistance animal” means an animal that does work or performs tasks for the benefit of a person with a physical disability or that ameliorates the effects of a mental or emotional disability, and
- ii. A “licensed health professional” means a person licensed by a public regulatory authority to provide medical care, therapy or counseling to persons with mental or emotional disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.

B. The policy may be conditioned on the fact that the resident has requested an assistance animal based on his or her disability.

C. In the case of an assistance animal that ameliorates the effects of a mental or emotional disability, the policy may be conditioned upon the need for documentation with a statement from a licensed health professional indicating:

- i. That the applicant has a mental or emotional disability, and
- ii. That the designated animal would ameliorate the effects of the disability.

D. In the case of an assistance animal that does work or performs tasks for the

² Although the FHA refers to the protected class as persons with “handicaps,” the term “disabilities” is synonymous and generally preferred. See Bragdon v. Abbott, 524 U.S. 624, 631 (1998).

benefit of a person with a physical disability, the policy may be conditioned upon the need for documentation:

- i. That the animal has been individually trained to do work or perform tasks for the benefit of an individual with a disability, or
 - ii. That the animal, despite lack of individual training, is able to do work or perform tasks for the benefit of an individual with a disability.
 - E. In the case of an assistance animal which both ameliorates the effects of a mental or emotional disability and does work or performs tasks for the benefit of a person with a physical disability, the policy may require compliance with either paragraph 2(C) or 2(D), above, but not both.
 - F. The policy may not be conditioned upon compliance with any of the following requirements:
 - i. In the case of an assistance animal that ameliorates the effects of a mental or emotional disability, that the animal have been trained or have a certification of its efficacy, or
 - ii. That the resident pay any fee, deposit, or other charge for keeping the animal.
3. Defendant shall, not later than 10 days after adoption, notify in writing each resident of Defendant's Rental Properties of the adoption and implementation of the policy referred to in paragraph 2, above. The notification shall be sent via first-class mail, postage pre-paid, to the head of the household.

4. Defendant shall, not later than 10 days after the adoption of the policy referenced in paragraph 2, apprise each of his employees, agents, or any other persons who have responsibility for the management of his Rental Properties of such persons' obligations under this Consent Decree, including but not limited to paragraph 2 of this Consent Decree, and under the Fair Housing Act, 42 U.S.C. §§ 3601-3619. Defendant shall furnish each such employee, agent, or other person covered by this paragraph with a copy of this Consent Decree. Each employee, agent, or other person covered by this paragraph shall sign a statement in the form of Attachment A acknowledging that he or she has received, read, and understood this Consent Decree, and declaring that he or she will perform his or her duties in accordance with this Consent Decree and the Fair Housing Act, 42 U.S.C. §§ 3601-3619.
5. New employees or new agents who have responsibilities related to the management or rental of Defendant's Rental Properties shall (a) be apprised of the contents of this Consent Decree, including but not limited to paragraph 2 of this Consent Decree, and of their obligations under the Fair Housing Act, 42 U.S.C. §§ 3601-3619, when their employment or agency commences; (b) be provided copies of this Consent Decree and the policy required by paragraph 2 of this Consent Decree; and (c) execute the statement appended hereto as Attachment A no later than five days following their first day of employment or agency.
6. Within 30 days of the entry of this Consent Decree, Defendant shall post and prominently display in each and every location where activity related to the management or rental of

Defendant's Rental Properties occurs, including but not limited to all location(s) where the Defendant accepts rental payments and applications, a poster no smaller than 11 inches by 14 inches that indicates that all dwellings are available for rent on a nondiscriminatory basis. The poster(s) shall comply with the requirements set out in 24 C.F.R. Part 110.

7. Within 30 days of the entry of this Consent Decree, in all advertising conducted by the Defendant related to his Rental Properties in newspapers, telephone directories, radio or other media, and on all signs, pamphlets, brochures, and other promotional literature, Defendant shall include the words "Equal Housing Opportunity," the fair housing logo, and/or the following sentence:

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 shall be prominently placed and easily legible.

IV. MANDATORY EDUCATION AND TRAINING

8. Within 90 days of the entry of this Consent Decree, Defendant and his employees, agents, or any other persons who have responsibilities related to the management or rental of his Rental Properties shall attend, at Defendant's expense, a training program regarding the disability discrimination provisions of federal, state, and local fair housing laws. The training shall be conducted by a qualified third party, approved by the United States, and unconnected to Defendant or his employees, agents, or counsel.
9. Defendant must notify the United States of the name(s), address(es), and telephone

number(s) of the trainer(s) as well as the time and location of each such training program at least 30 days prior to the program.

V. REPORTING AND RECORD-KEEPING REQUIREMENTS

10. Defendant shall, no later than 15 days after occurrence, and for the duration of this Consent Decree, provide to the United States notification and documentation of the following events:³
 - A. The adoption and implementation of the policy referred to in paragraph 2, above, to be documented by a complete statement of the rules and regulations of Defendant's Rental Properties;
 - B. The written notification to residents of Defendant's Rental Properties, required in paragraph 3, above, including the addresses of all Rental Properties and the name of the head of the household to whom the communication was directed;
 - C. The executed copies of Attachment A;
 - D. The training attended pursuant to Section IV, including a certification executed by the trainer(s) confirming attendance;
 - E. A copy of the sign that was posted indicating that dwellings are available for rent on a nondiscriminatory basis, as set forth in paragraph 6;
 - F. Any change in Defendant's rules or practices affecting the keeping of animals by

³ All notifications required by this Consent Decree to be sent to the United States or counsel for the United States shall be addressed to "Chief, Housing and Civil Enforcement Section, Matter No. 175-14-151" and sent both via facsimile, to (202) 514-1116, and USPS first-class mail, to U.S. Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, The Northwestern Building, 950 Pennsylvania Ave. NW, Washington, D.C. 20530.

residents in Defendant's Rental Properties;

G. Any denial by Defendant of a request by a resident to keep an animal in one of his Rental Properties pursuant to the exception referred to in paragraph 2, above, including the resident's name, address, and telephone number and details of the request and the reason(s) for its denial; and

H. Any written or oral complaint against the Defendant regarding discrimination on the basis of disability, or conduct prohibited by 42 U.S.C. § 3617, including a copy of the written complaint itself or a written summary of a oral complaint and the name, address, and telephone number of the complainant. The Defendant shall also promptly provide the United States information concerning the complaint's resolution.

11. For the duration of this Consent Decree, Defendant shall submit annually on the anniversary date of the entry of this Consent Decree a written report that includes the following information:

A. The information requested in paragraph 10, above, if not yet reported;

B. For every request made to keep an animal pursuant to the policy referred to in paragraph 2, above, during the preceding year:

i. The name and address of the requester;

ii. The date of the request;

iii. The kind of animal requested and the type of disability the animal was requested to treat;

- iv. All documents provided to the Defendant in support of this request, including documents provided pursuant to paragraphs 2(C) and 2(D) of this Consent Decree; and
 - v. The disposition of the request.
- C. A list of all Rental Properties, including the purchase, inheritance, or acquisition by Defendant, in whole or in part, of an ownership or management interest in any rental property which is used or intended to be used as a dwelling as defined by 42 U.S.C. § 3602(b),⁴ and any sale, transfer, or other disposition of any interest in his Rental Properties, including the identity of the purchaser(s) or person(s) to whom the interest is being transferred; and
- D. A sample of any new leases executed for Defendant's Rental Properties, identifying, when relevant, any changes in the portion of the lease that outlines Defendant's pet policy.
12. For the duration of this Consent Decree, Defendant shall preserve all records relating to the following:
- A. Complaints against him or his agents or employees of discrimination in housing on the basis of disability;
 - B. All rental records maintained in the normal course of his business – including, but not limited to, inquiry logs, applications, tenant files, leases, and all records

⁴ Any additional rental property in which Defendant acquires an ownership or management interest will become part of the "Rental Properties" subject to the notification requirement of paragraph 3 as of that time. See fn. 1.

relating to actual or threatened evictions – created from the date of the entry of this Consent Decree;

- C. Any advertising conducted by the Defendant pursuant to paragraph 7; and
- D. The receipt and processing of requests for reasonable accommodation of animals by residents of Defendant.

13. Upon reasonable notice to Defendant, the United States Department of Justice shall be permitted to inspect and copy any of Defendant's records relating to Defendant's compliance with the terms of this Consent Decree, provided, however, that the United States Department of Justice shall endeavor to minimize any inconvenience and administrative burden to the Defendant from such inspections.

VI. COMPENSATION OF AGGRIEVED PERSONS

14. Within forty-five (45) days after the date of entry of this Consent Decree, the Defendant shall pay one hundred and fifteen thousand dollars (\$115,000) to the Connecticut Fair Housing Center,⁵ which will distribute payment of \$102,000 to A.M. and C.M. for compensatory damages. The Center will retain the remaining \$13,000 for attorneys fees and costs. Upon receipt of the checks, counsel for A.M. and C.M. shall send to the Defendant an executed release of all claims, legal or equitable, that A.M. and C.M. might have against the Defendant relating to the claims asserted in this lawsuit, attached hereto as Attachment B.

⁵ This check, made payable to the Connecticut Fair Housing Center, should be sent via overnight mail to Greg Kirschner, Esq., Connecticut Fair Housing Center, 221 Main Street Hartford, CT 06106.

VII. COURT JURISDICTION, SCOPE, AND DURATION OF CONSENT ORDER

15. 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). This Consent Decree is effective immediately upon its entry by the Court.
16. The Court shall retain jurisdiction over this action and over the Defendant for three years from the date of entry of this Consent Decree to enforce its terms, after which time the case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Decree in the interests of justice.
17. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Decree prior to bringing such matters to the Court for resolution. However, in the event of a failure by Defendant to perform in a timely manner any act required by this Consent Decree or otherwise to act in conformance with any provision thereof, plaintiff United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys fees which may have been occasioned by the violation or failure to perform.

IT IS SO ORDERED:

This 30th day of May, 2008.

/s/ Stefan R. Underhill, USDJ

~~HON.~~ STEFAN R. UNDERHILL
United States District Judge

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Attachment A

CERTIFICATION OF RECEIPT OF CONSENT ORDER

I have been given and I have read a copy of the Consent Decree entered in United States v. Hussein, Case No. 07-cv-01175 and A.M. v. Hussein, Case No. 07-cv-01405 (D. Conn.).

I understand my legal responsibilities and will comply with those responsibilities. I further understand that the Court may impose sanctions on me if I violate any provision of this Order.

(Signature)

(Print Name)

(Home Address)

(Home Address Continued)

(Home Telephone Number)

(Date)

Attachment B

RELEASE OF CLAIMS

In consideration of the payment of the sum of _____ dollars (\$ _____), pursuant to the Consent Decree entered in United States v. Hussein, Case No. 07-cv-01175 and A.M. v. Hussein, Case No. 07-cv-01405 (D. Conn.), I, _____, individually and as the natural parent and guardian of my minor child, C.M., hereby release the Defendant 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 the action as of the date of the entry of that Consent Decree. I fully acknowledge and agree that this release of the Defendant shall 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)

(Print Name)

(Home Address)

(Home Address Continued)

(Date)

CONTINUED

STATE OF CONNECTICUT
COUNTY OF _____

I, _____, Notary Public, do hereby certify that
_____ appeared before me this day and acknowledged her
execution of the foregoing Release for the purposes therein expressed.

Witness my hand and notarial seal, this _____ day of _____, 2008.

NOTARY PUBLIC _____

My commission expires: _____