

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	Civil Action No. 12-cv-2782 (DSD/JSM)
)	
v.)	CONSENT DECREE
)	
ROCKFORD VILLA L.L.C., et al.,)	
)	
Defendants.)	

I. INTRODUCTION

1. The United States filed this action on November 1, 2012 to enforce the provisions of Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 to 3631.

2. On June 2, 2011, aggrieved persons Maria Hicks and Brian Garrity filed a fair housing complaint with the United States Department of Housing and Urban Development (HUD) alleging that Defendants had discriminated and retaliated against them on the basis of Hicks' disability.

3. As required by the Fair Housing Act, 42 U.S.C. § 3610(a) and (b), the Secretary of HUD investigated the complaint made by Hicks and Garrity, attempted conciliation without success, and prepared a final investigative report. Based on information gathered in his investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g), determined that reasonable cause exists to believe that illegal discriminatory housing practices occurred. Therefore, on or about September 27, 2012, the Secretary issued a

Determination of Reasonable Cause and Charge of Discrimination pursuant to 42 U.S.C. § 3610(g), and charged the Defendants with discrimination under the Fair Housing Act, including under 42 U.S.C. §§ 3604(f)(2)(A) and (C), 3604(f)(3)(B), and 3617.

4. On October 2, 2012, two Defendants elected to have the claims asserted in HUD's Charge of Discrimination resolved in a federal civil action pursuant to 42 U.S.C. § 3612(a). The Secretary subsequently authorized the Attorney General to file this action on behalf of aggrieved persons Hicks and Garrity, pursuant to 42 U.S.C. § 3612(o).

5. The United States' Complaint alleges that Defendants denied Hicks the reasonable accommodation of an assistance animal, even after receiving oral and written requests and a doctor's note, and retaliated against Hicks and her partner, Brian Garrity, in violation of the Fair Housing Act by refusing to renew their lease. The United States further alleges that Defendants did not rescind their non-renewal of the lease until after Hicks filed a complaint with HUD. The United States further alleges that, as a result of these actions, Hicks and Garrity were denied the full enjoyment of their apartment unit at the Rockford Villa apartment building.

6. Rockford Villa denies wrongdoing or intentional discrimination, asserting that its former tenant brought a dog into her apartment without authorization or approval from the landlord and before providing a doctor's note for the dog. It asserts that when the tenant brought the dog onto the premises without approval, she violated the lease, which Rockford Villa informed her of and notified her that the lease would not be renewed. It further asserts that, once the tenant provided a doctor's order for a companion animal, it rescinded its notification of non-renewal. It further asserts that,

after allowing the tenant to stay and approving the companion animal, the tenant voluntarily moved out without providing notice.

7. The parties agree that, to avoid costly and protracted litigation, the claims against Defendants should be resolved without further proceedings or a trial. This Consent Decree resolves the United States' claims in its Complaint against the Defendants.

II. COMPLIANCE WITH THE FAIR HOUSING ACT

8. Defendants, their agents, employees, and all other persons in active concert or participation with them, will comply with the following Fair Housing Act provisions:

- a. 42 U.S.C. § 3604(f)(2) (prohibiting disability discrimination in the terms or conditions or provision of services or facilities in connection with a dwelling);
- b. 42 U.S.C. § 3604(f)(3)(B) (requiring reasonable accommodations when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling); and
- c. 42 U.S.C. § 3617 (prohibiting retaliation against those who exercise rights under the Fair Housing Act).

III. POLICY CONCERNING REQUESTS FOR ASSISTANCE ANIMALS

9. No later than thirty (30) days after the date of entry of this Consent Decree, Defendant Rockford Villa L.L.C. shall submit for approval to the United States¹ a proposed reasonable accommodation policy. The proposed policy shall, at a minimum, include the information contained in Attachment A.

10. Within fourteen (14) days of the United States' approval of the proposed policy, Defendant Rockford Villa L.L.C. shall adopt the policy (the New Policy) and notify in writing each resident of Rockford Villa apartment building of the adoption and implementation of the New Policy. Notice shall be sent via first-class mail, postage prepaid, to each tenant of the property.

11. No later than fourteen (14) days after adoption of the New Policy, Defendant Rockford Villa L.L.C. shall publicly post the New Policy in a prominent location at Rockford Villa apartment building.

12. The New Policy, once approved, shall supersede all existing policies, procedures, and resolutions concerning or affecting approval of reasonable accommodations at Rockford Villa apartment building, including but not limited to approval of assistance animals.

13. No later than fourteen (14) days after adoption of the New Policy, Defendant Rockford Villa L.L.C. shall apprise each of Rockford Villa L.L.C.'s members,

¹ For purposes of the Consent Decree, documents to be sent to the United States shall be addressed as follows: AUSA Ann M. Bildtsen, United States Attorney's Office, District of Minnesota, 600 U.S. Courthouse, 300 South Fourth Street, Minneapolis, MN 55415, or as otherwise directed by counsel for the United States.

officers, directors, employees, agents, and any other persons responsible for the rental of units at or management of Rockford Villa apartment building, of each person's obligations under this Consent Decree, including but not limited to the New Policy, and under the Fair Housing Act, 42 U.S.C. §§ 3601-3631. Defendant Rockford Villa L.L.C. shall furnish each such member, officer, director, employee, agent, or other person with a copy of this Consent Decree. Each member, officer, director, employee, agent or other person covered by this paragraph shall sign a statement in the form of Attachment B acknowledging that he or she has received, read, and understands 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. §§ 3601-3631.

14. During the term of this Consent Decree, new members, officers, directors, employees, or agents who have responsibility related to the management of or rental of units at Rockford Villa apartment building shall be (a) apprised of the contents of this Consent Decree, including but not limited to the New Policy, and of their obligations under the Fair Housing Act, 42 U.S.C. §§ 3601-3631, when their term, employment, or agency commences; (b) provided copies of this Consent Decree and the New Policy, and (c) execute the statement contained in Attachment B no later than five (5) days following their first day of employment.

IV. MANDATORY EDUCATION AND TRAINING

15. Within sixty (60) days of the Entry of this Consent Decree, Defendants, and Defendant Rockford Villa L.L.C.'s employees, agents, and members, shall attend, at Defendant Rockford Villa's expense, a live training program regarding the Fair Housing

Act, including its disability discrimination provisions. The training shall be conducted by a qualified third party, approved by the United States, and unconnected to Defendants, their employees, agents, or counsel.

16. Defendants shall obtain from the trainer or training entity certificates of attendance signed by each individual who attended the training. The certificates shall include the name of the course, the date the course was taken, the subject matters covered in the course, and the length of the course and/or time within which the course was completed.

17. Within ten (10) days of the entry of this Consent Decree, counsel for the Defendants shall provide to counsel for the United States the training materials and an attendance certification for an on-line Fair Housing Act training attended by one of the Defendants shortly before the filing of this Consent Decree. If the United States approves the on-line training, that training shall satisfy the Fair Housing Act training requirement set forth in paragraph 15 for the Defendant who attended the on-line training.

V. NONDISCRIMINATION POLICIES

18. Within fourteen (14) days of the date of entry of this Consent Order and throughout its term, Defendant Rockford Villa L.L.C. shall post and prominently display on the front entrance bulletin board at Rockford Villa apartment building and over the rent drop box in the laundry room at Rockford Villa apartment building, a sign no smaller than 11 inches x 14 inches indicating that all units are available for sale or rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

19. Throughout the term of this Consent Decree, Defendant Rockford Villa L.L.C. shall ensure that any new advertising for Rockford Villa apartment building 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 sentence, “All units are available for sale or rental on a nondiscriminatory basis.”

VI. REPORTING AND RECORD-KEEPING

20. Defendants shall notify and provide documentation to the United States of the following events within fourteen (14) days of their occurrence:

- a. The adoption of the New Policy;
- b. The written notice to Rockford Villa apartment building residents required in Paragraph 10;
- c. The posting of the New Policy required in Paragraph 11;
- d. Executed copies of Attachment B;
- e. The training attended pursuant to Paragraph 15, including the certification required in Paragraph 16;
- f. Any change to Defendant Rockford Villa L.L.C.’s rules or practices affecting the keeping of assistance animals at Rockford Villa apartment building;
- g. Any denial by Defendant Rockford Villa L.L.C. of a request by a Rockford Villa apartment building resident or prospective resident to keep an assistance animal, including the resident’s name, address,

and telephone number, and the details of the request and the reason(s) for its denial; and

- h. Any written or oral complaint against any of the Defendants regarding discrimination on the basis of disability, including a copy of the written complaint itself or a written summary of an oral complaint and the name, address, and telephone number of the complainant. Defendants shall also promptly provide the United States with information concerning resolution of the complaint.

21. During the effective period of this Decree, Defendants shall preserve all records relating to their obligations under this Consent Decree. 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' obligations under this Decree.

VII. RELIEF FOR AGGRIEVED PERSONS

22. No later than fourteen (14) days after the date of entry of this Consent Decree, Defendants shall pay the total sum of seven hundred forty dollars (\$740) in monetary damages to aggrieved person Maria Hicks by delivering to counsel for the United States one check payable to Maria Hicks in the amount of \$740.

23. No later than fourteen (14) days after the date of entry of this Consent Decree, Defendants shall file the necessary papers to obtain a full Satisfaction of Judgment of the judgment in the amount of one thousand two hundred sixty dollars (\$1,260) against Maria Hicks and Brian Garrity in *Rockford Villa, et al. v. Maria Hicks*,

Brian Garrity, Court File Number 86-CO-12-263, Wright County District Court, and copy counsel for the United States on the Satisfaction of Judgment papers filed pursuant to this paragraph. Defendants will take no further action to collect on this judgment.

24. Defendants, and each of them, agree to release Maria Hicks and Brian Garrity from any and all liability for any claims, legal or equitable, they have against either or both of them as of the date of the entry of the Consent Decree.

25. As a prerequisite to receiving the relief set forth in paragraphs 22 through 24, Maria Hicks and Brian Garrity shall execute and deliver to counsel for the United States a release of all claims in the forms attached hereto as Exhibits C and D. Upon receipt of the payment referenced in paragraph 22 of this Decree and the full satisfaction of judgment referenced in paragraph 23 of this Decree, counsel for the United States shall deliver the original release forms to counsel for Defendants.

VIII. JURISDICTION, DURATION, MODIFICATION, AND REMEDIES

26. 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).

27. This Consent Decree is effective immediately upon its entry by the Court.

28. This Court shall retain jurisdiction over this action and the parties thereto for the duration of this Decree for the purpose of enforcing and modifying its terms. This Decree shall be in effect for a period of eighteen (18) months from its effective date. Upon expiration of the eighteen (18) month term of this Consent Decree, the Court shall dismiss the action with prejudice, provided no modification of the Decree has occurred.

29. Any time limits for performance imposed by this Decree may be extended by mutual written agreement of the parties.

30. Each party shall notify the other party of any dispute or difference regarding interpretation and compliance with this Decree, whether willful or otherwise, and shall attempt to resolve such dispute informally. However, in the event of a failure by Defendants to perform in a timely manner any act required by this Consent Decree or otherwise to act in conformance with any provision thereof, 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, as well as an award of damages, costs and reasonable attorney's fees occasioned by the violation or failure to perform.

31. All parties shall be responsible for their own attorney's fees and costs, except as otherwise provided in this Decree.

So ORDERED this 12th day of June, 2013.

s/David S. Doty _____
DAVID S. DOTY, Judge
United States District Court

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

For all Defendants,

s/ James R. Behrenbrinker
JAMES R. BEHRENBRINKER
Attorney ID No. 186739
Minneapolis Grain Exchange, Suite 202
Minneapolis, MN 55415
(612) 294-2605

Date: June 11, 2013

For Plaintiff United States of America,

B. TODD JONES,
United States Attorney

s/ Ann M. Bildtsen
BY: ANN M. BILDTSEN
Assistant United States Attorney
Attorney ID No. 271494
600 U.S. Courthouse, 300 S. Fourth Street
Minneapolis, MN 55415
(612) 664-5600

Date: June 11, 2013

ATTACHMENT A

Reasonable Accommodation Policy

The Federal Fair Housing Act and other state and local fair housing laws require that housing owners and managers provide reasonable accommodations for applicants and residents who have disabilities. Rockford Villa L.L.C. (Rockford Villa) is committed to granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy a dwelling at Rockford Villa apartment building.

Reasonable accommodations may include waiving or varying Rockford Villa rules or policies to allow a resident with a disability to keep an assistance animal. An assistance animal is an animal that does work or performs tasks for the benefit of a person with a disability, or provides emotional support or other assistance that alleviates one or more symptoms or effects of a person's disability ("Assistance Animal"). The most common Assistance Animals are dogs, although other animals may qualify as assistance animals. Assistance Animals are not pets under Rockford Villa's policies, and Assistance Animals will be governed by this policy and not Rockford Villa's pet policy. Rockford Villa recognizes the importance of Assistance Animals and is dedicated to ensuring that Rockford Villa apartment building residents with Assistance Animals – whether owners, occupants or renters – may keep them in their units.

If a resident with a disability requests a reasonable accommodation for an Assistance Animal, Rockford Villa must determine whether the animal provides assistance needed by that resident to afford him or her an equal opportunity to enjoy living at Rockford Villa apartment building. Many times, both the disability and the assistance provided by the Assistance Animal is obvious – for example, a dog guiding an individual who is blind or has low vision, or a dog pulling the wheelchair of a person with a mobility impairment. If this is the case, no further inquiry will be made and Rockford Villa will grant the resident the reasonable accommodation.

In the case of a resident who requests a reasonable accommodation for an Assistance Animal that provides emotional support or other assistance that alleviates one or more symptoms or effects of the resident's disability, Rockford Villa may require a written statement from a health or social service professional² indicating:

- i. That the applicant has a disability,³ and

² "Health or social service professional" means a person who provides medical care, therapy or counseling to persons with disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.

³ Under fair housing laws, a person with a disability is defined as a person who has a physical or mental impairment that substantially limits one or more major life activities, a

- ii. That the animal would provide emotional support or other assistance that would alleviate one or more symptoms or effects of the disability.

In the case of a resident who requests a reasonable accommodation for an Assistance Animal that does work or performs tasks for the benefit of a person with a disability, Rockford Villa may require that the resident provide:

- i. A written statement from a health or social service professional indicating that the person has a disability, and
- ii. Information that the animal has been individually trained to do work or perform tasks that would alleviate one or more symptoms or effects of the disability, or information that the animal, despite lack of individual training, is able to do work or perform tasks that would alleviate one or more symptoms or effects of the disability.

In the case of an Assistance Animal that both provides emotional support or other assistance that alleviates one or more symptoms or effects of a disability and does work or performs tasks for the benefit of a person with a physical disability, Rockford Villa may require compliance with either of the two preceding paragraphs, but not both.

Rockford Villa will not require compliance with any of the following requirements:

- i. In the case of an Assistance Animal that provides emotional support or other assistance that alleviates one or more symptoms or effects of a disability, that the animal be trained as an emotional support animal or have a certification of its efficacy, or
- ii. That the resident pay any fee, deposit, or other charge for keeping the animal, or obtain insurance as a condition of keeping the animal.

Rockford Villa requires all animals, including Assistance Animals, to be on a leash or U-shaped handle at all times when the outside the owner's apartment unless it is carried and under the control of the resident or other responsible individual. Rockford Villa also requires tenants to maintain current vaccinations for their animals, including Assistance Animals, and to clean up after their animals, including Assistance Animals.

person who is regarded as having such an impairment, or a person with a record of such an impairment.

In processing requests for Assistance Animals, Rockford Villa will take reasonable measures to protect the confidentiality of any information or documentation disclosed in connection with the requests. Such measures may include limiting access to such information to persons specifically designated to deal with requests for reasonable accommodations, who will disclose information only to the extent necessary to determine whether to grant the request, and keeping all written requests and accompanying documentation in a secure area to which only those designated persons have access, except as otherwise required by law.

It is the responsibility of a person with a disability who is a resident, tenant, or occupant of a unit to inform Rockford Villa as to the need for an Assistance Animal for the resident, tenant or occupant of a unit, and to request a reasonable accommodation and provide any required documentation. A person with a disability may request a reasonable accommodation orally, but it will be more helpful to make it in writing. To that end, Rockford Villa has a "Form to Request An Assistance Animal" (attached to this Policy) which a person with a disability can use to make a reasonable accommodation request for an Assistance Animal.

If the applicant requires assistance in completing the form, the Property Manager, on-site property caretaker or his or her designee will provide assistance or will fill out the form based on an oral request. Rockford Villa is using the form to record reasonable accommodation requests so that we obtain only the information necessary to make a reasonable accommodation decision and do not obtain confidential information that we do not need to make a reasonable accommodation decision.

Once a completed request with any required documentation is received, Rockford Villa will provide a response within twenty-one days. Prior to denying a request, Rockford Villa will attempt to engage in an interactive process with the person making the request in which the parties discuss possible alternative accommodations that might effectively meet the person's disability-related needs. Rockford Villa recognizes that a person with a disability is generally in the best position to know whether or not a particular accommodation will be effective in meeting his or her needs. If a request is denied, an explanation for the denial will be included in the written notification of denial. If a person with a disability believes that a request has been denied unlawfully or that the response is delayed unreasonably, he or she may file a complaint with:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 Seventh Street, SW
Washington, DC 20410
(800) 669-9777
<https://www5.hud.gov/Hud903/main/pagHUD903Form.jsp>

FORM TO REQUEST AN ASSISTANCE ANIMAL

The Federal Fair Housing Act and other state and local fair housing laws require that housing owners and managers provide reasonable accommodations for applicants and residents who have disabilities. Rockford Villa L.L.C. (Rockford Villa) is committed to granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy a dwelling at Rockford Villa apartment building.

Under fair housing laws, a person with a disability is defined as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who is regarded as having such an impairment, or a person with a record of such an impairment. Reasonable accommodations may include waiving or varying Rockford Villa rules or policies to allow a resident to keep an assistance animal. An assistance animal is an animal that does work or performs tasks for the benefit of a person with a disability, or provides emotional support or other assistance that alleviates one or more symptoms or effects of a person's disability (Assistance Animal).

If you or someone associated with you has a disability and you believe that there is a need for an Assistance Animal as a reasonable accommodation for the person with a disability to use and enjoy a dwelling unit at Rockford Villa apartment building, please complete this form and return it to the on-site caretaker or the Rockford Villa management office. Please check all items that apply and answer all questions. Rockford Villa will answer this request in writing within 14 days. All information provided to Rockford Villa in connection with this request will be kept confidential, except as otherwise required by law. If you require assistance in completing this form, please call the management office at (telephone number) for assistance or to make an oral request for a reasonable accommodation.

1. Do you require assistance filling out this form?

Yes No

If your answer is "Yes," and you do not have someone who can assist you, please ask [name and phone number] to assist you in filling out this form.

If your answer is "No," continue on to Question No. 2.

2. Today's Date: _____

3. I am (please check one):

___ **The person who has a disability and is requesting an Assistance Animal.** If so, continue to Question 4.

___ **A person making a request on behalf of or assisting the person with a disability who needs an Assistance Animal.** Please fill out the information below:

Name of person filling out form: _____

Address: _____

Telephone number: _____

Relationship to person needing Assistance Animal: _____

4. Name of person with a disability for whom a reasonable accommodation is being requested:

Phone number: _____

Address: _____

5. Is the person with a disability who is requesting an Assistance Animal doing so so that he or she can have an equal opportunity to use and enjoy a dwelling at Rockford Villa apartment building?

Yes No

6. Designate the species of animal for which you are making a reasonable accommodation request e.g., “dog,” “cat,” :

7. Provide the name and physical description (size, color, weight, any tag and/or license) of the animal for which you are making a reasonable accommodation request:

symptoms or effects of your disability and how the animal alleviates the symptoms or effects. Please attach such a statement to this application.

Signature of person making request

Date

Signature of person with disability

Date

TO BE COMPLETED BY MANAGEMENT

Form accepted by: _____

Date _____

Signature

ATTACHMENT B
Certification of Receipt of Consent Decree

I certify that I have received a copy of the Consent Decree entered by the United States District Court for the District of Minnesota in *United States of America v. Rockford Villa L.L.C., et al.*, Civil Action No. 12-cv-2782 (DSD/JSM) (D. Minn.). I further certify that I have read and understand the Decree, that any questions I had concerning the Decree were answered, and that I understand that some or all of the Defendants may be sanctioned or penalized if I violate the Decree.

(Signature)

(Printed name)

(Title)

(Date)

ATTACHMENT C
Release

In consideration of the Consent Decree entered in *United States of America v. Rockford Villa L.L.C., et al.*, Civil Action No. 12-cv-2782 (DSD/JSM) (D. Minn.), the payment of the sum of \$740 to me pursuant to that Consent Decree, and the full satisfaction of judgment filed pursuant to that Consent Decree I, Maria Hicks, hereby release Defendants named in this action (Civil Action No. 12-cv-2782 (DSD/JSM) (D. Minn.)) from any and all liability for any claims, legal or equitable, I may have against Defendants as of the date below. I fully acknowledge and agree that this release of Defendants 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.

Dated:

Maria Hicks

ATTACHMENT D
Release

In consideration of the Consent Decree entered in *United States of America v. Rockford Villa L.L.C., et al.*, Civil Action No. 12-cv-2782 (DSD/JSM) (D. Minn.), and the full satisfaction of judgment filed pursuant to this Consent Decree, I, Brian Garrity, hereby release Defendants named in this action (Civil Action No. 12-cv-2782 (DSD/JSM) (D. Minn.)) from any and all liability for any claims, legal or equitable, I may have against Defendants as of the date below. I fully acknowledge and agree that this release of Defendants 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.

Date:

Brian Garrity