

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

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	Civil Action No. 13-916
	)	
v.	)	Judge Cathy Bissoon
	)	
CITY RESCUE MISSION OF NEW CASTLE )	)	Electronically filed
and JAMES HENDERSON,	)	
	)	
Defendants.	)	

**CONSENT ORDER**

This Consent Order resolves the allegations of the United States' Complaint filed in this action on June 28, 2013 against Defendants City Rescue Mission of New Castle ("CRM") and James Henderson regarding CRM's Men's Ministry Crossroads Emergency Shelter Program ("Crossroads Shelter") for alleged violations of the Fair Housing Act, 42 U.S.C. §§ 3601-3619 and Title III of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12181-12189, and its implementing regulation, 28 C.F.R. Part 36.

**I. BACKGROUND**

1. On July 5, 2012, Mr. DeFiore timely filed a complaint of discrimination with the United States Department of Housing and Urban Development ("HUD") alleging that CRM denied him services at the shelter because of his use of a service animal. According to Mr. DeFiore, who is blind, Defendants refused to make a reasonable accommodation to their "no pets" policy so that Mr. DeFiore's service animal could accompany him at the shelter. On April 15, 2013, HUD charged Defendants with discrimination under the Fair Housing Act, 42 U.S.C. §§ 3604(f)(1), 3604(f)(2), and 3604(f)(3)(B). On April 30, 2013, Mr. DeFiore 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).

2. In its complaint, in addition to the above claims, the United States also asserted a claim that Defendants engaged in a "pattern or practice" of discrimination under the Fair Housing Act, in violation of 42 U.S.C. § 3614(a), as well as a claim against CRM that its actions violated Title III of the Americans with Disabilities Act and its implementing regulations at 28 C.F.R. Part 36, specifically 42 U.S.C. §§ 12188(b)(1)(B)(i), 12188(b)(1)(B)(ii), 12182(a), 12182(b)(1)(A)(i), and 12182(b)(2)(A)(ii).

3. Defendants denied the allegations in the United States' complaint and asserted a number of defenses, including that Crossroads Shelter is not a "dwelling" within the meaning of the Fair Housing Act, 42 U.S.C. §3614(a), and that they are exempt as a religious organization from Title III of the Americans with Disabilities Act and its implementing regulations at 28 C.F.R. Part 36.

4. The parties agree that, to avoid costly and protracted litigation, the claims and defenses of the parties should be resolved without further proceedings or a trial. The United States and Defendants agree to the entry of this Consent Order. This Consent Order constitutes full resolution of the claims in the United States' Complaint in this case against Defendants.

5. Nothing within this Order constitutes an admission of liability or wrongdoing on the part of the Defendants, nor an infirmity in the claims of the United States.

It is hereby ORDERED, ADJUDGED, AND DECREED:

## **II. INJUNCTIVE RELIEF**

6. Crossroads Shelter will comply with the applicable provisions of the Fair Housing Act as well as the provisions of this Order.

**III. POLICY CONCERNING REQUESTS FOR ASSISTANCE ANIMALS**

7. No later than fourteen (14) days after the date of entry of this Consent Order, Crossroads Shelter shall adopt the reasonable accommodation policy contained in Attachment A (the "New Policy"). The New Policy, once approved, shall supersede all existing policies, procedures, and resolutions concerning or affecting approval of reasonable accommodations at Crossroads Shelter, including but not limited to approval of assistance animals.

8. No later than fourteen (14) days after adoption of the New Policy, Crossroads Shelter shall publicly post the New Policy in a prominent location near the entrance to Crossroads Shelter.

9. No later than fourteen (14) days after adoption of the New Policy, Crossroads Shelter shall apprise each of Crossroad's Shelter's members, officers, directors, employees, agents, volunteers, and any other persons who work in direct contact with Crossroads Shelter occupants ("Covered Employees") of each persons' obligations under this Consent Order, including but not limited to the New Policy, and under any applicable federal civil rights laws. This information shall be conveyed in person (individually or in a group setting) to give Covered Employees the opportunity to pose questions.

10. Defendant CRM shall furnish Covered Employees with a copy of this Consent Order and the New Policy. Each Covered Employee shall sign a statement in the form of Attachment B acknowledging that he or she has received, read, and understands the Consent Order and New Policy, and declaring that he or she will perform his or her duties in accordance with this Consent Order, New Policy, and any applicable federal civil rights laws.

11. During the term of this Consent Order, new Covered Employees shall be (a) apprised of the contents of this Consent Order, including but not limited to the New Policy, and

of their obligations under federal civil rights laws, when their term, employment, service, or agency commences; (b) be provided copies of this Consent Order 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.

12. Crossroads Shelter shall not restrict occupants with disabilities (including those that use assistance animals) to the infirmary unless no other beds are available or an individual requests a bed in the infirmary. If an individual requests a bed in the infirmary, the request shall be made and considered in the manner set forth in this Consent Order and its attachments.

#### **IV. MANDATORY EDUCATION AND TRAINING**

13. Within sixty (60) days of the Entry of this Consent Order, Crossroads Shelter's Covered Employees, shall attend, at Crossroads Shelter's expense, a training program regarding federal civil rights laws, with particular emphasis on issues relevant to homeless shelters. The training shall be conducted by a qualified third party, approved by the United States, and unconnected to Defendants, their employees, agents, or counsel.

14. Defendants shall obtain from the trainer or training entity certificates of attendance signed by each individual who attends 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.

#### **V. NONDISCRIMINATION POLICIES**

15. Within fourteen (14) days of the date of entry of this Consent Order and throughout its term, Crossroads Shelter shall post and prominently display in a prominent location near the entrance to Crossroads Shelter, a sign no smaller than ten (10) inches by

fourteen (14) inches indicating that housing is available on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 (2014) will satisfy this requirement.

16. Throughout the term of this Consent Order, Crossroads Shelter shall ensure that any new advertising for Crossroads Shelter 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 the phrase "Equal Housing Opportunity Provider."

#### **VI. REPORTING AND RECORD-KEEPING**

17. As a party to this Consent Order and as the owner and operator of Crossroads Shelter, CRM will ensure that all of the obligations imposed upon Crossroads Shelter are carried out as set forth herein.

18. Defendants shall notify and provide documentation to the United States<sup>1</sup> of the following events within fourteen (14) days of their occurrence:

- a. The adoption of the New Policy;
- b. The notification of Covered Employees required in Paragraph 9;
- c. The posting of the New Policy required in Paragraph 8;
- d. Executed copies of Attachment B;
- e. The training attended pursuant to Paragraph 13, including the certification required in Paragraph 14;
- f. Any change to Crossroad's Shelter's rules or practices affecting the keeping of assistance animals at Crossroads Shelter;

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<sup>1</sup> For purposes of the Consent Order, documents to be sent to the United States shall be addressed as follows: AUSA Amie Murphy, United States Attorney's Office, Western District of Pennsylvania, 700 Grant Street, Suite 4000, Pittsburgh, PA 15219, or as otherwise directed by counsel for the United States.

- g. Any denial by Crossroads Shelter of a request by an individual to keep an assistance animal, including the individual's name and contact information, and the details of the request and the reason(s) for its denial; and
- h. Any written or oral complaint against Crossroads Shelter 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 and contact information for the complainant. Crossroads Shelter shall also promptly provide the United States with information concerning resolution of the complaint.

19. The reporting obligation described in this section is ongoing throughout the effective period of this Consent Order.

20. During the effective period of this Order, Crossroads Shelter shall preserve all records relating to its obligations under this Consent Order. Representatives of the United States shall be permitted, upon providing reasonable notice, to inspect and copy at reasonable times any and all records related to Crossroad's Shelter's obligations under this Order.

#### **VII. RELIEF FOR AGGRIEVED PERSONS**

21. Kenneth DeFiore and Defendants have entered into a separate settlement agreement resolving the issue of monetary damages.

#### **VIII. PAYMENT TO THE UNITED STATES**

20. No later than fourteen (14) days after the date of entry of this Consent Order, Defendants shall pay the total sum of five thousand dollars (\$5,000) to the United States

Treasury to vindicate the public interest. The payment shall be in the form of an electronic funds transfer pursuant to written instructions provided by the United States.

**IX. JURISDICTION, DURATION, MODIFICATION, AND REMEDIES**

21. The parties stipulate, and the Court finds, that this Court has subject matter jurisdiction over this action.

22. This Consent Order is effective immediately upon its entry by the Court.

23. This Court shall retain jurisdiction over this action and the parties thereto for the duration of this Order for the purpose of enforcing and modifying its terms. This Order shall be in effect for a period of two (2) years from its effective date.

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

25. Each party shall notify the other party of any dispute or difference regarding interpretation and compliance with this Order, 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 Order 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.

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

So ORDERED this 20<sup>th</sup> day of August, 2014.

**s/ Cathy Bissoon**

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CATHY BISSOON, Judge  
United States District Court



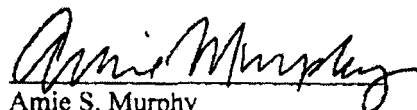
The undersigned hereby apply for and consent to the entry of this Consent Order:

For the United States:

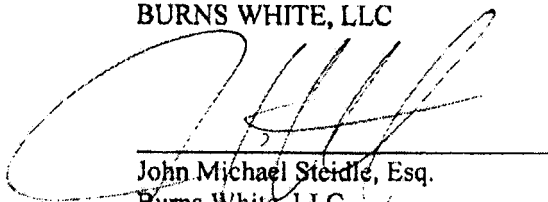
For City Rescue Mission of New Castle and  
James Henderson:

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United States Attorney

BURNS WHITE, LLC



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Email: jmsteidle@burnswhite.com  
Attorney for Defendants

## **ATTACHMENT A**

### **Service Animal and Assistance Animal Policy**

The Men's Ministry Crossroads Emergency Shelter Program ("Crossroads Shelter"), owned and operated by City Rescue Mission of New Castle, is committed to granting reasonable accommodations under applicable federal civil rights laws and other state and local fair housing laws to afford persons with disabilities the equal opportunity to use and enjoy services offered at Crossroads Shelter. Reasonable accommodations may include waiving or varying Crossroads Shelter rules or policies to allow an individual with a disability to keep a "Service Animal" or an "Assistance Animal." Service Animals and Assistance Animals are not pets under Crossroads Shelter's policies, and will be governed by this policy and not Crossroads Shelter's pet policy. Crossroads Shelter recognizes the importance of Service Animals and Assistance Animals and is dedicated to ensuring full and equal opportunity by Crossroads Shelter applicants or occupants with Service Animals and Assistance Animals.

#### **Service Animals**

A Service Animal is a dog that is individually trained to do work or perform tasks for a person with a disability. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post-Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service Animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability.

**Permitted Inquiries.** In many instances, when an individual uses a Service Animal, both the disability and the assistance provided by the Service Animal is obvious – for example, where a dog is pulling the wheelchair of a person with mobility impairments. When this is the case, no further inquiry will be made and Crossroads Shelter will permit the individual to use his or her Service Animal. Only limited inquiries are allowed when it is not obvious what tasks or work a Service Animal provides. Crossroads Shelter staff may ask only the following two permitted questions:

- (1) Is the dog a service animal required because of a disability?
- (2) What work or tasks has the dog been trained to perform?

Individuals seeking to use a Service Animal at Crossroads Shelter do not have to make a written request or complete Crossroads Shelter's Assistance Animal request form. Crossroads Shelter may keep its own written record of requests from individuals seeking to use a service animal.

In considering a Service Animal request, staff cannot ask about the person's disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability perform the task.

If the answer to both of the two permitted questions is affirmative, then Crossroads Shelter staff will permit the individual to be accompanied by his or her Service Animal in all

areas of Crossroads Shelter's facility where applicants or occupants are normally allowed to go, including all common areas. A person with a disability cannot be asked to remove his Service Animal unless: (1) the dog is out of control and the handler does not take effective action to control it or (2) the dog is not housebroken. When there is a legitimate reason to ask that a Service Animal be removed, staff must offer the person with the disability the opportunity to use and enjoy Crossroads Shelter services without the Service Animal's presence. If the answer to either of the two permitted questions is negative, then Crossroads Shelter staff will evaluate the individual's request pursuant to the Assistance Animal section of this policy, set out below.

Crossroads Shelter will not require that the individual pay any fee, deposit, or other charge, or obtain insurance as a condition of using a Service Animal.

### **Assistance Animals**

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.

Permitted Inquiries. Where the animal at issue is a dog, Crossroads Shelter staff will first evaluate the request pursuant to the Service Animal section of this policy, set out above. If the dog qualifies as a Service Animal, that section of the policy governs and no further inquiries shall be made. If the dog is not a Service Animal or if the request involves any animal other than a dog, Crossroads Shelter will evaluate the request as follows:

(1) In the case of an individual 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 individual's disability, Crossroads Shelter may require a written statement from a health or social service professional<sup>1</sup> indicating:

- ii. That the applicant has a disability,<sup>2</sup> and
- iii. That the animal would provide emotional support or other assistance that would alleviate one or more symptoms or effects of the disability.

(2) In the case of an individual who requests a reasonable accommodation for an Assistance Animal that does work or performs tasks for the benefit of a person with a disability **but that does not qualify as a Service Animal**, Crossroads Shelter may require that the individual provide:

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<sup>1</sup> "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.

<sup>2</sup> 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.

- 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.

Crossroads Shelter 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 individual pay any fee, deposit, or other charge for keeping the animal, or obtain insurance as a condition of keeping the animal.

### **Confidentiality**

In processing requests for Assistance Animals, Crossroads Shelter 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.

### **Requests for Assistance Animals**

It is the responsibility of a person with a disability who is an emergency shelter applicant, or occupant to inform Crossroads Shelter as to the need for an Assistance Animal for the emergency shelter applicant or occupant, 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, Crossroads Shelter 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. Service Animal requests are governed by the Service Animal section of this policy.

If the individual requires assistance in completing the form, the Program Manager, or his or her designee, will provide assistance or will fill out the form based on an oral request. Crossroads Shelter 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, Crossroads Shelter will provide a response as soon as possible, but at least within three hours. Prior to denying a request, Crossroads Shelter 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. Crossroads Shelter 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

Federal civil rights laws and other state and local fair housing laws require that housing owners and managers provide reasonable accommodations for applicants and occupants who have disabilities. The Men's Ministry Crossroads Emergency Shelter Program ("Crossroads Shelter"), owned and operated by City Rescue Mission of New Castle, is committed to granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy emergency shelter services at Crossroads Shelter.

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 Crossroads Shelter rules or policies to allow an individual 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 emergency shelter services at Crossroads Shelter, please complete this form and return it to the Program Manager at Crossroads Shelter. Please check all items that apply and answer all questions. Crossroads Shelter will answer this request in writing as soon as possible, but at least within 3 hours. All information provided to Crossroads Shelter in connection with this request will be kept confidential, except as otherwise required by law.

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 emergency shelter services at Crossroads Shelter?

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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. Does the animal for which you are making a reasonable accommodation request perform work or do tasks for you because of your disability?

Yes  No (If "No," continue to Question 9)

If the answer is yes:





9. If the animal for which you are making a reasonable accommodation request does not perform work or do tasks for you because of your disability, but provides emotional support or alleviates one or more symptoms or effects of your disability, please submit a statement from a health or social service professional stating that (a) you have a disability (i.e. you have a physical or mental impairment that substantially limits one or more major life activities); and (b) the animal would provide emotional support or other assistance that would alleviate one or more 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 Order**

I certify that I have received a copy of the Consent Order entered by the United States District Court for the Western District of Pennsylvania in *United States of America v. City Rescue Mission of New Castle et al.*, Civil Action No. 2:13-cv-916. I further certify that I have read and understand the Order, that any questions I had concerning the Order were answered, and that I understand that some or all of the Defendants may be sanctioned or penalized if I violate the Order.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)