

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
Case No. 20-cv-2040 (DSD/DTS)

UNITED STATES OF AMERICA,

Plaintiff,

CONSENT DECREE

v.

LISA HAMMET, SCOTT HAMMET,
and TRAVIS HAMMETT,

Defendants.

I. INTRODUCTION

On September 23, 2020, the United States of America (“United States”) filed this action on behalf of complainants Donald Bradach and Layna Bradach (“the Bradachs”) against Defendants Lisa Hammett, Scott Hammett, and Travis Hammett (“Defendants”) 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, *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 Bradachs. *See* 42 U.S.C. § 3612(o).

The United States alleges that Defendants discriminated on the basis of disability and violated the Fair Housing Act, 42 U.S.C. § 3604(f)(1)-(3), by discriminating in the rental of a dwelling and in the terms and conditions of the rental on the basis of disability, by refusing to make a dwelling available to the Bradachs due to the breed of Donald

Bradach's assistance animals, and refusing to make accommodations in policies and practices regarding breed restrictions in order to permit the Bradachs to rent a dwelling with Mr. Bradach's assistance animals. The United States seeks an order declaring Defendants' policies and practices discriminatory, enjoining Defendants from further discriminatory actions, and awarding damages.

The parties agree that, in the interest of conserving time and expense, this matter should be resolved without further litigation. Therefore, as indicated by the signatures below, the parties agree to the entry of this Consent Decree. This Consent Decree constitutes full resolution of the United States' claims that Defendants discriminated as alleged in the Complaint.

THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED:

II. GENERAL INJUNCTION

1. Defendants, their officers, agents, employees, and all other persons or entities in active concert or participation with them, are hereby enjoined, with respect to the rental of dwellings currently owned or managed by them from:

- a. Discriminating in the rental, or otherwise making unavailable or denying, a dwelling to a renter because of disability in violation of 42 U.S.C. § 3604(f)(1);
- b. Discriminating in the terms, conditions or privileges of rental of a dwelling to a renter because of disability in violation of 42 U.S.C. § 3604(f)(2); and
- c. Discriminating on the basis of disability in violation of 42 U.S.C. § 3604(f)(3)(B), 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.

III. POLICY CONCERNING ASSISTANCE ANIMALS

2. No later than thirty (30) days after entry of this Consent Decree, Defendants shall adopt the reasonable accommodation policy (“the New Policy”) set forth in Attachment A for implementation at dwellings owned or managed by Defendants.

3. The New Policy, once adopted, shall supersede all existing policies, procedures, and resolutions concerning or affecting approval of reasonable accommodations at dwellings owned or managed by Defendants, including but not limited to approval of assistance animals at Pleasant Hill Manor (the “Subject Property”).

4. Within forty-five (45) days after entry of this Consent Decree, Defendants shall notify in writing each resident of dwellings owned or managed by Defendants of the adoption and implementation of the New Policy. Notice shall be sent via first-class mail, postage prepaid, to each tenant.

5. Within thirty (30) days after entry of this Consent Decree, Defendants shall post and prominently display in each and every location where activity related to the management or rental of Defendants’ dwellings occurs, 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 shall comply with the requirements set out in 24 C.F.R. Part 110.

6. No later than fourteen (14) days after adoption of the New Policy, Defendants shall apprise each of their employees, agents, and any other persons responsible for the

rental of units at a dwelling owned or managed by Defendants of each person's obligations under this Agreement, including but not limited to the New Policy, and under the Fair Housing Act, 42 U.S.C. §§ 3601-3631. Defendants shall furnish each such employee, agent, or other person with a copy of this Agreement. Each 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 the Agreement, and declaring that he or she will perform his or her duties in accordance with the Agreement and the Fair Housing Act, 42 U.S.C. §§ 3601-3631.

7. During the term of this Consent Decree, new employees, or agents who have responsibility related to the management of or rental of units at dwellings owned or managed by Defendants, shall be (a) apprised of the contents of this Agreement, 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 Agreement 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

8. Within ninety (90) days of the entry of this Consent Decree, Defendants will attend, at their expense, a training program regarding the Fair Housing Act, including its disability discrimination provisions. The training will be conducted by a qualified third party, approved by the United States, and unconnected to Defendants, their employees, agents, or counsel.

9. Defendants will obtain from the trainer or training entity certificates of attendance. The certificate will 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. REPORTING AND RECORDKEEPING

10. During the term of this Consent Decree, Defendants will notify and provide documentation to the United States of the following events within fourteen (14) days of their occurrence:

- a. The training attended pursuant to Paragraph 8, including the certification required in Paragraph 9;
- b. Any change to Defendants' rules or practices affecting the keeping of assistance animals at any properties acquired;
- c. Any denial by Defendants of a request by a tenant or prospective tenant to keep an assistance animal, including the resident's name, e-mail, address, and telephone number, and the details of the request and the reason(s) for its denial;
- d. Any conditions proposed or imposed by Defendants on a tenant or prospective tenant who keeps or requests to keep an assistance animal, including the resident's name, e-mail, address, and telephone number, and the details of the request and the reason(s) for any proposed conditions; and
- e. Any written complaint alleging disability discrimination in housing received by Defendants, including a copy of the written complaint itself and the name,

e-mail, address, and telephone number of the complainant. Defendants will also promptly provide the United States with information concerning resolution of the complaint.

11. During the term of this Consent Decree, Defendants will preserve all records relating to their obligations under this Consent Decree. Representatives of the United States will be permitted, upon providing reasonable notice to counsel for the Defendants, to inspect and copy at reasonable times any and all records related to Defendants' obligations under this Decree.

VI. MONETARY DAMAGES TO AGGRIEVED PERSONS

12. No later than fourteen (14) days after the date of entry of this Consent Decree, Defendants will pay the sum of six thousand and five hundred dollars (\$6,500), which includes monetary damages and attorneys' fees, to Donald Bradach and Layna Bradach. Defendants shall deliver this payment by certified mail to Bahram Samie, Assistant United States Attorney, United States Attorney's Office, 600 U.S. Courthouse, 300 South Fourth Street, Minneapolis, MN 55415.

13. As a prerequisite to receiving such payment, Donald Bradach and Layna Thiessen-Bradach will execute a release of all claims, legal or equitable, that they may have against Defendants relating to the allegations asserted in this Civil Action. Such release will take the form of Attachment C.

VII. JURISDICTION, DURATION, MODIFICATION, AND REMEDIES

14. 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).

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

16. This Court will 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 will be in effect for a period of four (4) years from its effective date.

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

18. 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 Defendants to perform in a timely manner any act required by this Consent Decree or otherwise to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, 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 which may have been occasioned by the violation or failure to perform.

19. All Parties will be responsible for their own attorney's fees and costs, except as otherwise provided in this Decree.

So ORDERED this 15th day of December, 2020.

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:

DATE: 12/14/2020

ERICA H. MacDONALD
United States Attorney

/s/Bahram Samie
BAHRAM SAMIE
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*Counsel for Plaintiff United States
of America*

DATE: 12-14-2020

/s/Joseph A. Gangi
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*Counsel for Defendants Lisa Hammett,
Scott Hammett, and Travis Hammett*

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. The owner and manager of Pleasant Hill Manor, Lisa Hammett and Scott Hammett and their employees, agents, and designees, are committed to granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy a dwelling at any and all of their rental units.

Reasonable accommodations may include waiving or varying 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 may be necessary to afford the person an equal opportunity to use and enjoy housing (“Assistance Animal”). The most common Assistance Animals are dogs, although other animals may qualify as assistance animals. Assistance Animals are not considered “pets” under Pleasant Hill Manor’s policies. Pleasant Hill Manor recognizes the importance of Assistance Animals and is committed to ensuring that its tenants 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, Pleasant Hill Manor will determine whether the animal may be necessary to afford the resident an equal opportunity to enjoy living at one of Pleasant Hill Manor’s properties. In some cases, both the disability and the necessity for the Assistance Animal are 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 disability. If this is the case, no further inquiry will be made and Pleasant Hill Manor will grant the resident the accommodation unless the presence of the animal (1) imposes an undue financial and administrative burden; (2) fundamentally alters the nature of Pleasant Hill Manor’s operations; or (3) would pose a direct threat to the health and safety of other people.

In the case of a resident who requests a reasonable accommodation for an Assistance Animal and the disability of the resident and/or the necessity for the Assistance Animal is not obvious, Pleasant Hill Manor may require a written verification from a health or social service professional¹ indicating that the applicant has a disability² and the presence of the animal may be necessary to provide the resident an equal opportunity to use and enjoy his/her apartment.

Pleasant Hill Manor will not require:

¹ “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.

² 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, is regarded as having such an impairment, or has a record of such an impairment.

- i. That the Assistance Animal have any special training or certification;
- ii. That the Assistance Animal be subject to breed or age restrictions;
- iii. That the Assistance Animal be required to wear a vest or other insignia that identifies it as an Assistance Animal; or
- iv. That the resident pay any fee, deposit, or other charge for keeping the animal, or obtain insurance as a condition of keeping the animal.

If Pleasant Hill Manor seeks verification of a tenant's disability and the need for an Assistance Animal, it will not:

- i. Request whether a health or social service professional would be willing to testify in a court proceeding regarding the request for accommodation;
- ii. Require the health or social service professional to provide a curriculum vitae;
- iii. Require an interview with the health or social service professional.

In processing requests for Assistance Animals, Pleasant Hill Manor 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.

A person with a disability may request a reasonable accommodation orally, but Pleasant Hill Manor may ask the person with the disability to complete or assist in completing a "Form to Request An Assistance Animal" (attached to this Policy). Pleasant Hill Major will evaluate the requested accommodation regardless of whether the person completes the written form, but the person must cooperate in providing all information needed to complete the form.

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. Defendants are using the form to record reasonable accommodation requests so that they can obtain only the information necessary to make a reasonable accommodation decision and not obtain confidential information that they do not need to make a reasonable accommodation decision.

Once Pleasant Hill Major receives the request for an assistance animal and, if applicable, additional verifying information, it will provide a response within fourteen days. 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

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint

United States Attorney's Office-District of Minnesota
Attn: Civil Rights-Fair Housing
600 U.S. Courthouse
300 South Fourth Street
Minneapolis, MN 55415

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. Pleasant Hill Major and their employees, agents, or designees are committed to granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy a dwelling at any and all of their rental units.

Under fair housing laws, a person is entitled to a reasonable accommodation if he or she has a disability that is defined as a physical or mental impairment that substantially limits one or more major life activities. The person also must show that he or she may need the accommodation because of the disability. Reasonable accommodations may include waiving or varying 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 may be necessary to afford the person an equal opportunity to use and enjoy housing (“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 Pleasant Hill Major, please complete this form and return it to Pleasant Hill Major. Please check all items that apply and answer all questions. Pleasant Hill Manor will answer this request in writing within 14 days of receiving the request for an assistance animal and, if applicable, the verification from the health care provider. All information provided to Pleasant Hill Manor 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. Identify the species of animal for which you are making a reasonable accommodation request e.g., "dog," "cat":

6. 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:

Signature of person making request

Date

Signature of person with disability

Date

Applicant Name: _____

TO BE COMPLETED BY THE PHYSICIAN, PSYCHIATRIST, OR OTHER HEALTH OR SOCIAL SERVICE PROFESSIONAL:

1. Please provide a statement verifying that the person has an impairment that substantially limits one or more of the person's major life activities.

2. Please state whether the animal is necessary for the person to have an equal opportunity to use and enjoy housing or alleviate one or more of the effects of the person's disability. If so, please explain how it helps.

Name: _____

Title: _____

Address: _____

Telephone: _____

Signature

Date

TO BE COMPLETED BY MANAGEMENT:

Form accepted by: _____

Signature

Date

ATTACHMENT B
Certification of Receipt of Consent Decree

I certify that I have received a copy of the Consent Decree entered by the Court in *United States of America v. Lisa Hammett, et al.* No. 20-cv-02040 (DSD/DTS)(D. Minn.). I further certify that I have read and that I understand the Consent Decree; that any questions I had concerning it were answered; and that I understand that I may be sanctioned or penalized if I violate the Consent Decree.

(Signature)

(Printed name)

(Title)

(Date)

ATTACHMENT C
Release

In consideration of the Consent Order entered in *United States of America v. Lisa Hammett, et al.*, No. 20-cv-02040 (DSD/DTS)(D. Minn.), and of the payment of the sum of \$6,500 pursuant to that Consent Order, I, [Donald Bradach/Layna Bradach], hereby release Defendants Lisa Hammett, Scott Hammett, and Travis Hammett, who are named in this Civil Action, from any and all liability for any claims, legal or equitable, I may have against Defendants Lisa Hammett, Scott Hammett, and Travis Hammett arising out of the issues alleged in this Civil Action as of the date of the entry of the Consent Decree. I fully acknowledge and agree that this release of Defendant Lisa Hammett, Scott Hammett, and Travis Hammett will 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:

DONALD BRADACH / LAYNA
THEISSAN BRADACH