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**Attorneys for Plaintiff United States of America**

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

UNITED STATES OF AMERICA

Plaintiffs,

v.

LAS VEGAS JAYCEES SENIOR CITIZENS  
MOBILE HOME COMMUNITY, NEWPORT  
PACIFIC FAMILY OF COMPANIES, and  
SHERRY POLLEY-TOMPKINS,

Defendants.

Case No. 2:20-cv-01809-JCM-BNW

**CONSENT ORDER**

**I. INTRODUCTION**

1. Plaintiff United States of America filed this action to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619 (“the Act” or “the FHA”).

1           2.       The United States filed this action on September 29, 2020, on behalf of  
2       Complainants Patricia Ambrouso and Cheryl Rheamount (“Complainants”) in accordance with  
3       42 U.S.C. § 3612(o).

4           3.       At times relevant to this Complaint, Ms. Ambrouso was the owner of a mobile  
5       home located in the Las Vegas Jaycees Senior Citizens Mobile Home Community located at  
6       5805 W. Harmon Avenue, Las Vegas, Nevada, 89103 (the “Mobile Home Community”).

7           4.       The Complaint alleges that Ms. Rheamount, Ms. Ambrouso’s adult daughter, has  
8       Post-Traumatic Stress Disorder (“PTSD”) and Major Depressive Disorder, which substantially  
9       impair her ability to work and interact with others, and is therefore an individual with a  
10      disability as defined by the Fair Housing Act, 42 U.S.C. § 3602(h). The Complaint further  
11      alleges that at all times relevant to the Complaint, Ms. Rheamount used an assistance animal,  
12      described as a pit bull dog named Lil, which alleviated her symptoms and which she would  
13      take with her when she would visit her mother’s home at the Mobile Home Community.

14          5.       Defendant Las Vegas Jaycees Senior Citizens Mobile Community (“Jaycees”) is  
15      the owner of the Mobile Home Community. Pursuant to a Property Management Agreement  
16      between Las Vegas Jaycees, and Defendant Newport Pacific Family of Companies, with the  
17      legal entity name of Newport Pacific Capital Company, Inc., a California corporation  
18      (“Newport”), Newport currently manages the Mobile Home Community.

19          6.       At all times relevant to this Complaint, Defendant Sherry Polley-Tompkins was  
20      an employee of Newport and was the on-site Community Manager at the Mobile Home  
21      Community. She was responsible for the daily management of the Mobile Home Community,  
22      acting under the direction and at the discretion of, Newport and the Jaycees’ Board of  
23      Directors.

7. The United States' Complaint alleges that Defendants violated the FHA by: refusing to grant Ms. Ambrouso a reasonable accommodation to its breed restriction policy to allow Ms. Rheamount to visit the Mobile Home Community with her assistance animal, in violation of 42 U.S.C. §§ 3604(f)(1), (f)(2), and (f)(3)(b); and by interfering with Ms. Ambrouso's and Ms. Rheamount's FHA rights and retaliating against them after they requested a reasonable accommodation, in violation of 42 U.S.C. § 3617.

8. The parties agree that the claims against Defendants should be resolved without further proceedings or a trial. This Consent Order resolves all claims in the Complaint against Defendants.

## II. GENERAL INJUNCTION

**It is hereby STIPULATED, ADJUDGED, and ORDERED as follows:**

9. This Court has jurisdiction over the subject matter of the action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o).

10. Defendants, their agents, their employees, and all others in active concert or participation with them, will not discriminate on the basis of a disability as prohibited by the FHA, and are hereby enjoined from:

- a. Discriminating in the rental of, or otherwise making unavailable or denying, a dwelling to any buyer or renter because of a disability or because of the disability of someone associated with the buyer or renter, in violation of 42 U.S.C. § 3604(f)(1);
- b. Discriminating against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection with such a dwelling, because of a disability, or because of the disability of someone associated with that person, in violation of 42 U.S.C. § 3604(f)(2);

1 c. Refusing to make reasonable accommodations in rules, policies, practices, or  
2 services when such accommodations may be necessary to afford an equal  
3 opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. §  
4 3604(f)(3)(B); and

5 d. Coercing, intimidating, threatening, or interfering with any person in the exercise  
6 or enjoyment of, or on account of any person having exercised or enjoyed, or on  
7 account of any person having aided or encouraged any other person in the  
8 exercise or enjoyment of, any right granted or protected by Sections 3604, 3605,  
9 or 3606 of the FHA, in violation of 42 U.S.C. § 3617.

10 **III. MANDATORY EDUCATION AND TRAINING**

11 11. Within 60 days of the entry of this Consent Order, Jaycees and Newport will  
12 provide written confirmation that they provide accommodation and Fair Housing Act training  
13 to all park location managers, leasing agents, and employees and representatives who have  
14 decision making authority with respect to residents. Within that same timeframe, Jaycees' and  
15 Newport's employees and/or agents who have management or administrative duties with  
16 respect to the sale, leasing, or rental of housing at the Mobile Home Community shall have  
17 attended, at the Defendants' expense, an additional training program regarding the Fair  
18 Housing Act, including in particular the FHA's prohibitions against disability discrimination.  
19 The training materials shall be approved in advance by the United States and shall be  
20 conducted by a qualified party of Newport's choice and paid for by Defendants.

21 12. Defendants hereby confirm that any new employees hired to work with or for  
22 Defendants who will perform management or administrative duties with respect to the sale,  
23 lease, or rental of housing at the Mobile Home Community have always attended and will  
24

1 continue to attend fair housing training within 30 days of the start of their employment. The  
 2 Defendants shall bear the costs associated with this training.

3 13. Defendants shall maintain a list of all employees who are required to and have  
 4 attended the training required by Paragraphs 11-12. Such list shall be provided to the United  
 5 States on an annual basis as part of the reporting required by Paragraph 20, through the  
 6 duration of this Consent Order.

#### 7 IV. NONDISCRIMINATION POLICY

8 14. Within 45 days of the entry of this Consent Order, Defendants will confirm the  
 9 posting and display within the Mobile Home Community's rental offices and in a prominent  
 10 location on the premises of the Mobile Home Community a sign no smaller than 11 inches by  
 11 14 inches indicating that all units are available for sale, lease, or rental on a nondiscriminatory  
 12 basis. An 11-by-14 inch poster that comports with 24 C.F.R. Part 110 satisfies this  
 13 requirement.

14 15. Jaycees and Newport (so long as it is managing the Mobile Home Community)  
 15 shall continue to ensure that any new advertising for the Mobile Home Community in  
 16 newspapers, in telephone directories, on radio, on television, on the internet, or in other media,  
 17 and any signs, pamphlets, brochures, rental applications, leases, and other promotional  
 18 literature includes a fair housing logo, the phrase "Equal Housing Opportunity Provider,"  
 19 and/or the following sentences:

20 "We are an equal opportunity housing provider. We do not discriminate on the  
 21 basis of race, color, religion, sex, disability, familial status, or national origin."

#### 22 V. REASONABLE ACCOMMODATION POLICY

23 16. Within 35 days of the entry of this Consent Order, Defendants shall review and  
 24 revise as necessary and appropriate their specific written policy, the "Reasonable

1 Accommodation Policy for Persons with Disabilities,” for receiving and handling requests for  
2 reasonable accommodations made by persons with disabilities at the Mobile Home  
3 Community. This policy shall comply with the requirements of 42 U.S.C. §§ 3601-3619 and  
4 all other applicable federal and state laws and shall include the following provisions:

5 a. A description of where and how requests for accommodations in rules, policies,  
6 practices, or services are to be accepted and processed;

7 b. Each request for a reasonable accommodation and the response thereto shall be  
8 fully documented by Defendants, including retaining copies of any written requests or  
9 decisions through the duration of this Consent Order;

10 c. All requests for a reasonable accommodation shall be acknowledged, in writing,  
11 within 7 business days of Defendants’ receipt of an oral or a written request;

12 d. Persons requesting a reasonable accommodation shall be notified in writing of the  
13 decision regarding their request within 14 business days of the receipt of that request, including  
14 an explanation if the request is denied;

15 e. Jaycees and/or Newport shall not impose any additional fees or costs on any  
16 person who has exercised his/her rights under the Fair Housing Act to make one or more  
17 reasonable accommodation requests and, if applicable, to receive a reasonable accommodation;  
18 and

19 f. Jaycees and/or Newport shall not retaliate against any person who has exercised  
20 his/her rights under the Fair Housing Act.

21 17. Within 35 days of the entry of this Consent Order, Jaycees and/or Newport shall  
22 provide a draft of the Reasonable Accommodation Policy for Persons with Disabilities to  
23 counsel for the United States for review. The United States shall respond to the Defendants’  
24 proposed policy within 35 days of its receipt. If the United States objects to any part of the

1 Defendants' proposal, the parties shall have 30 days from the date the United States gives  
2 notice of its objection to resolve their disagreement. If they are unable to do so, the parties  
3 shall submit the dispute to the Court for resolution. Defendants shall implement the Reasonable  
4 Accommodation Policy for Persons with Disabilities at the Mobile Home Community within  
5 14 days of approval by the United States or determination by the Court. Defendants may  
6 amend the Policy once it has been implemented only after receiving approval from the United  
7 States, or, if the United States denies such approval, upon Order of the Court.

8 18. Jaycees and/or Newport will continue to keep written records of each request for  
9 reasonable accommodation made at the Mobile Home Community for the duration of this  
10 Consent Order. These records shall include: (a) the name, address, and telephone number of the  
11 person making the request; (b) the date on which the request was received; (c) the nature of the  
12 request; (d) whether the request was granted or denied; and (e) if the request was denied, the  
13 reason(s) for the denial.

#### 14 VI. REPORTING AND RECORD KEEPING

15 19. Defendants shall notify and provide documentation to the United States of the  
16 following events within 30 days of their occurrence:

17 a. The continuation of the Reasonable Accommodation Policy for Persons with  
18 Disabilities;

19 b. The implementation of any change to the Reasonable Accommodation Policy for  
20 Persons with Disabilities;

21 c. The confirmation of the posting of the Nondiscrimination Policy in accordance  
22 with Part IV of this Consent Order;

23 d. The denial of a request for a reasonable accommodation by any person at the  
24 Mobile Home Community, including the requester's name, address, and telephone number, the

1 date of the request, the details of the request, and the written explanation provided to the  
2 requester for denying the request; and

3 e. The making of any written or oral complaint against the Defendants regarding  
4 discrimination on the basis of disability at the Mobile Home Community, including a copy of  
5 the written complaint itself or a written summary of an oral complaint, and the name, address,  
6 and telephone number of the complainant. Defendants shall also promptly provide the United  
7 States with information concerning resolution of the complaint.

8 20. Jaycees shall be responsible for the preparation of annual compliance reports  
9 beginning on the anniversary of the entry of this Consent Order and continuing every year  
10 thereafter, except that the final report shall be submitted 60 days prior to the expiration of this  
11 Consent Order. The compliance report shall include: (a) copies of any advertising for the  
12 rental, leasing or sale of housing in the Mobile Home Community in newspapers, in telephone  
13 directories, on radio, on television, on the internet, or in other media published since the  
14 effective date of this Consent Order or the submission of the prior compliance report; (b) a list  
15 of all reasonable accommodation requests submitted to Jaycees by persons at the Mobile Home  
16 Community, including residents or prospective residents, since the effective date of this  
17 Agreement or the submission of the prior compliance report, including the name and contact  
18 information of the requester, the property at which the request was made, the date of the  
19 request, the nature of the request, and whether the request was granted or denied; and (c) a list  
20 of employees trained pursuant to paragraphs 11 and 12, above.

21 21. While this Consent Order remains in effect, Defendants shall preserve all records  
22 relating to their obligations under this Consent Order. Representatives of the United States  
23 shall be permitted, upon providing reasonable notice to the Defendants, to inspect and copy at  
24



1 reasonable times any and all records related to the Defendants' obligations under this Consent  
2 Order.

3 **VII. RELIEF FOR COMPLAINANTS PATRICIA AMBROUSO AND CHERYL**  
4 **RHEAMOUNT**

5 22. Within 35 days of the entry of this Consent Order, Defendants shall deliver to the  
6 United States a check payable to Patricia Ambrouso in the amount of \$80,000 and a check  
7 payable to Cheryl Rheamount in the amount of \$20,000. Such checks shall fully satisfy any  
8 claim for damages by Complainants against Defendants arising from the events giving rise to  
9 this lawsuit.

10 23. As a prerequisite to receiving payment pursuant to Paragraph 22, Ms. Ambrouso  
11 and Ms. Rheamount shall execute a release of all claims, legal or equitable, that they may have  
12 against the Defendants relating to the claims asserted in this lawsuit. This release will be  
13 drafted by defense counsel and attached hereto as Exhibit A. The United States shall deliver  
14 the signed releases to counsel for the Defendants.

15 **VIII. JURISDICTION, DURATION, AND SCOPE**

16 24. This Consent Order is effective immediately upon its entry by the Court, and shall  
17 remain in effect for thirty months from the date of its entry.

18 25. The Court shall retain jurisdiction over this action and the parties thereto for the  
19 purpose of enforcing and modifying the terms of the Consent Order while the Consent Order  
20 remains in effect.

21 26. The United States may move the Court to extend the period in which this Consent  
22 Order is in effect if the United States believes it is likely that the Defendants violated one or  
23 more terms of the Consent Order as it relates to the Mobile Home Community or if the  
24 interests of justice so require to effectuate the rights and obligations arising from this Consent

1 Order as they related to the Mobile Home Community. This action and the Complaint shall be  
2 deemed dismissed with prejudice upon the expiration of this Consent Order.

3 27. Any time limits for performance imposed by this Consent Order may be extended  
4 by mutual written agreement of the parties.

5 28. The terms of this Consent Order shall not be modified, revised, or altered unless  
6 mutually agreed upon in writing by the parties and approved by the Court.

7 29. The parties shall endeavor in good faith to resolve informally any differences  
8 regarding interpretation of and compliance with this Consent Order prior to bringing such  
9 matters to the Court for resolution. However, in the event Defendants fail to perform in a  
10 timely manner any act required by this Consent Order or act in violation of any provision of  
11 this Order, the United States may move the Court to impose any remedy authorized by law or  
12 equity, including, but not limited to, an order requiring performance or non-performance of  
13 certain acts and an award of damages and costs.

14 30. The United States may take steps to monitor the Defendants' compliance with the  
15 Agreement, including conducting fair housing tests at the housing owned and/or managed by  
16 Defendants.

17 31. If, at any time before the expiration of this Consent Order, Defendants sell or  
18 otherwise relinquish their interest or management responsibilities for the Mobile Home  
19 Community to a bona fide, independent, third-party in an arms-length transaction,<sup>1</sup> their  
20 obligations under this Consent Order, except for paragraph 22, shall cease. For purposes of  
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22 <sup>1</sup> For purposes of this Consent Order, "arms-length transaction" is defined as a transaction that has been arrived at in  
23 the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing  
24 economic interests regarding that transaction. A transaction involving a corporate entity in which the Corporate  
Defendants, or any person related to the Corporate Defendants by corporate affiliation are officers, members,  
executives, managers, partners, employees, subsidiaries, affiliates, or agents, shall not be considered an arms-length  
transaction.

1 this paragraph, a “bona fide, independent, third-party” is one in which neither Defendants nor  
2 their officers, members, executives, managers, partners, employees, subsidiaries, affiliates, or  
3 agents has any current or past financial, contractual, personal, or familial relationship.

4 32. If, at any time while this Consent Order remains in effect, Newport has concluded  
5 its management duties and is no longer managing the Mobile Home Community, or the Mobile  
6 Home Community has been relinquished, sold or transferred to a bona-fide third party in an  
7 arms-length transaction, the relevant Defendant shall inform the United States within 30 days  
8 of such event, and provide the date of any such conclusion, transfer, or sale, together with  
9 copies of the relevant documents showing conclusion, transfer, or sale, and the name(s) and  
10 contact information for the transferee.

11 33. If any transfer of interest in the Mobile Home Community is not an arms-length  
12 transaction, Defendants shall remain jointly and severally liable, along with the transferee, for  
13 any violations of this Consent Order.

14 **IX. COSTS OF LITIGATION**

15 34. Except as provided for in Paragraph 29, Plaintiff, Complainants, and Defendants  
16 each shall be responsible for their own attorney’s fees and costs associated with this action.  
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**X. TERMINATION OF LITIGATION HOLD**

35. The Parties agree that, as of the effective date of this Consent Order, litigation is not “reasonably foreseeable” concerning the matters described in the United States’ Complaint. To the extent that Plaintiff, Complainants, and Defendants previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described in the Complaint, they are no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any of the parties of any other obligations imposed by this Consent Order.

**IT IS SO ORDERED:**



**HONORABLE JAMES C. MAHAN**  
STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT  
DATED: September 8, 2021

1 Dated: August 30, 2021

2 Respectfully submitted,

3 MERRICK B. GARLAND  
4 Attorney General

5 CHRISTOPHER CHIOU  
6 United States Attorney

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Civil Rights Division

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17  
18  
19 Attorneys for Plaintiff  
United States for America

1 Dated: August 30, 2021

KROESCHESCHINDLER LLP

2 By: /s/ Thomas R. Kroesche

3 Thomas R. Kroesche

Eric J. Schindler

Michelle J. Berner

4 Attorneys for Defendants Newport Pacific  
5 Capital Company, Las Vegas Jaycees  
6 Senior Citizens Mobile Home Community  
7 and Sherry Polley-Tompkins  
8  
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**EXHIBIT A**

**RELEASE OF CLAIMS**

In consideration of the terms of the Consent Order entered in *United States v. Las Vegas Jaycees Senior Citizens Mobile Home Park et al.*, 2:20-cv-01809-JCM-BNW, and the Defendants' payment to me of [\$20,000 or \$80,000], I, [Cheryl Rheamount, ("Rheamount") or Patricia Ambrouso ("Ambrouso")] hereby release and forever discharge Defendants Newport Pacific Capital Company, Inc. a California corporation (named as "Newport Pacific Family of Companies" in this lawsuit) ("Newport Pacific"), Las Vegas Jaycees Senior Citizens Mobile Home Community, a Nevada corporation ("LV Jaycees"), and Sherry Polley-Tompkins ("Tompkins"), and their officers, directors, agents, employees, assigns, and other affiliates from any and all liability for any claims, legal or equitable, pursuant to Federal, state, common or Nevada law, asserted and unasserted, known or unknown, arising out of or related to the facts and circumstances alleged in the Complaint in the above referenced action as of the effective date of the Consent Order.

I hereby represent that I have not transferred or assigned any claim covered by this release. I acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

By: \_\_\_\_\_  
Name: [Cheryl Rheamount or Patricia Ambrouso]  
Date: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Name: Newport Pacific Capital Company, Inc.  
Date: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Name: Las Vegas Jaycees Senior Citizens Mobile Home Community

1 Date: \_\_\_\_\_, 2021

2 By: \_\_\_\_\_

3 Name: Sherry Polley-Tompkins

4 Date: \_\_\_\_\_, 2021