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**UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA**

23	UNITED STATES OF AMERICA,)	Case No. 2:23-cv-00181-CDS-EJY
24)	
25	Plaintiff)	
26	v.)	
27	PREMIERE HOLDINGS, INC.,)	<u>CONSENT ORDER</u>
28	PREMIERE HOLDINGS RESIDENTIAL)	[ECF No.3]

1 DIVISION, LLC, PREMIERE HOLDINGS)
 2 RESIDENTIAL DIVISION, LLC, SERIES)
 3 LV, LAURI VILLAFANE, and FELICIA)
 4 ABDO,)
 5)
 6 Defendants)
 7 _____)

I. INTRODUCTION

1 1. Plaintiff United States of America (“Plaintiff”) filed this action to enforce Title VIII of the
 2 Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C.
 3 §§ 3601-3631 (“the Act” or “the FHA”).

4 2. The United States filed this action on February 2, 2023, on behalf of Complainants Jessica
 5 Jones and her adult son, Derald Williams, Jr., pursuant to 42 U.S.C. § 3612(o).

6 3. The Complaint alleges that Ms. Jones is an individual with a disability as defined by the
 7 Fair Housing Act, 42 U.S.C. § 3602(h),¹ as she has been diagnosed with several mental health
 8 disorders, as well as HIV, and that these conditions substantially limit one or more major life
 9 activities including, but not limited to, concentrating, sleeping, thinking, communicating, and
 10 maintaining interpersonal relationships. The Complaint further alleges that, in 2017, Ms. Jones
 11 adopted a gray and white pit bull named Lady, that Ms. Jones used Lady as an assistance animal,
 12 and that Lady helped to alleviate symptoms of Ms. Jones’ mental health disabilities.

13 4. The Complaint alleges that Mr. Williams was a minor when his mother adopted Lady, that
 14 he quickly bonded with the dog and felt close to her, and that he saw that Lady helped his mother
 15 manage her mental health conditions.

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27 _____
 28 ¹ The FHA uses the term “handicap,” but consistent with modern usage, this Consent Order uses
 the term “disability.”

1 5. The Complaint alleges that at all times relevant to this action, Defendants Premiere
2 Holdings Residential Division, LLC and Premiere Holdings Residential Division, LLC, Series LV
3 owned the property located at 2201 Sunrise Avenue, Las Vegas, Nevada 89101 (the “Subject
4 Property”).

5 6. The Complaint alleges that at all times relevant to this action, Defendant Premiere
6 Holdings, Inc. was the management company for the Subject Property.

7 7. The Complaint alleges that at all times relevant to this action, Defendant Lauri Villafane
8 was the property manager of the Subject Property.

9 8. The Complaint alleges that at all times relevant to this action, Defendant Felicia Abdo was
10 an officer of Defendants Premiere Holdings Residential Division, LLC and Premiere Holdings
11 Residential Division, LLC, Series LV, as well as a manager and the Chief Financial Officer of
12 Defendant Premiere Holdings, Inc.

13 9. The Complaint alleges that Defendants violated the FHA by: refusing to grant Ms. Jones a
14 reasonable accommodation to allow her to keep her assistance animal, Lady, in the unit where she
15 and Mr. Williams lived at the Subject Property, in violation of 42 U.S.C. §§ 3604(f)(2) and
16 (f)(3)(B); and by interfering with Ms. Jones’ exercise or enjoyment of her fair housing rights, in
17 violation of 42 U.S.C. § 3617.

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

20
21 **II. GENERAL INJUNCTION**

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

23 11. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345, and
24 42 U.S.C. § 3612(o).

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

- 4 a. Discriminating against any person in the terms, conditions, or privileges of rental
5 of a dwelling, or in the provision of services or facilities in connection with such a
6 dwelling, because of a disability, or because of the disability of someone associated
7 with that person, in violation of 42 U.S.C. § 3604(f)(2);
8
9 b. Refusing to make reasonable accommodations in rules, policies, practices, or
10 services when such accommodations may be necessary to afford an equal
11 opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B);
12 and
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14 c. Coercing, intimidating, threatening, or interfering with any person in the exercise
15 or enjoyment of, or on account of any person having exercised or enjoyed, or on
16 account of any person having aided or encouraged any other person in the exercise
17 or enjoyment of, any right granted or protected by the Fair Housing Act, in violation
18 of 42 U.S.C. § 3617.
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20 **III. MANDATORY EDUCATION AND TRAINING**

21 13. Within sixty (60) days of the entry of this Consent Order, Defendants and all of
22 Defendants' employees and/or agents who have management or administrative duties with respect
23 to the leasing or rental of housing shall attend, at the Defendants' expense, a live training program
24 regarding the Fair Housing Act, including in particular the FHA's prohibitions against disability
25 discrimination. The training may be conducted virtually. The training shall be conducted by a
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1 qualified third party, approved in advance by the United States, and unconnected to Defendants,
2 their employees, agents, or Counsel.

3 14. Any new employees or agents hired or engaged by Defendants who will perform
4 management or administrative duties with respect to leasing or rental of housing will attend fair
5 housing training within thirty (30) days of the start of their employment or agency relationship.
6 Defendants shall bear the costs associated with the training.

7 15. All persons required under Paragraphs 13-14 to attend training shall, within fourteen (14)
8 days of completing the training, certify that they have participated in the educational training
9 program, and that they understand and acknowledge their duties and responsibilities under this
10 Consent Order and the federal Fair Housing Act. Such certification shall take the form of
11 Appendix A to this Consent Order.

12 13 **IV. NON-DISCRIMINATION POLICY**

14 16. Within thirty (30) days of the entry of the Consent Order, Defendants shall post and
15 prominently display at any place of business where Defendants conduct rental activity and/or have
16 personal contact with applicants for rental properties, a sign no smaller than 11 inches by 14 inches
17 indicating that all units are available for lease or rental on a non-discriminatory basis. An 11-by-
18 14-inch poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. Defendants
19 may use HUD Form 928, copies of which are available free of charge by calling HUD directly at
20 800-669-9777, or online at <https://www.hud.gov/sites/documents/928.1.pdf>.

21 17. Defendants shall ensure that any new advertising in newspapers, in telephone directories,
22 on radio, on television, on the internet, or in other media, and any signs, pamphlets, brochures,
23 rental applications, leases, and other promotional literature includes a fair housing logo, the phrase
24 "Equal Opportunity Provider," and/or the following sentences:

1 “We are an equal opportunity housing provider. We do not discriminate on the basis of
2 race, color, religion, sex, disability, familial status, or national origin.”

3 **V. REASONABLE ACCOMMODATION POLICY**

4 18. Within thirty (30) days of the entry of this Consent Order, Defendants shall establish a
5 specific written policy, the “Reasonable Accommodation Policy for Persons with Disabilities,” for
6 receiving and handling requests for reasonable accommodations made by persons with disabilities.
7 This policy shall comply with the requirements of 42 U.S.C. §§ 3601-3631 and all other applicable
8 federal and state laws and shall include the following provisions:

- 9 a. The policy shall include a description of where and how requests for
10 accommodations in rules, policies, practices, or services are to be accepted and
11 processed.
- 12 b. Each request for a reasonable accommodation and the response thereto shall be
13 fully documented by Defendants, including copies of any written requests or
14 decisions;
- 15 c. All requests for a reasonable accommodation shall be acknowledged, in writing,
16 within seven (7) days of Defendants’ receipt of an oral or written request;
- 17 d. Persons requesting a reasonable accommodation shall be notified in writing of the
18 decision regarding their request within fourteen (14) days of the receipt of that
19 request, including an explanation if the request is denied; and
- 20 e. Defendants shall not impose any additional fees or costs, or otherwise retaliate
21 against any person who has exercised their rights under the Fair Housing Act to
22 make one or more reasonable accommodation requests, and, if applicable, to
23 receive a reasonable accommodation.
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1 19. Within thirty (30) days of the entry of this Consent Order, Defendants shall provide a draft
2 of the Reasonable Accommodation Policy for Persons with Disabilities to Counsel for the United
3 States for approval. If the United States objects to any part of Defendants' proposal, the Parties
4 shall have thirty (30) days from the date the United States gives notice of its objection to resolve
5 their disagreement. If they are unable to do so, the Parties shall submit the dispute to the Court
6 for resolution. Defendants shall implement the Reasonable Accommodation Policy for Persons
7 with Disabilities within fourteen (14) days of approval by the United States or determination by
8 the Court. Defendants may amend the Policy once it has been implemented only after receiving
9 approval from the United States, or, if the United States denies such approval, upon Order of the
10 Court.
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13 20. Defendants shall keep written records of each request for reasonable accommodation
14 made. These records shall include:

- 15 a. Name, address, and telephone number of the person making the request;
- 16 b. Date on which the request was received;
- 17 c. Nature of the request;
- 18 d. Whether the request was granted or denied; and
- 19 e. If the request was denied, the reason(s) for the denial.

21 VI. REPORTING AND RECORD KEEPING

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23 21. Defendants shall notify and provide documentation² to the United States of the following
24 events within fourteen (14) days of their occurrence:

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27 ² All documents, instruments, and written materials required by this Consent Order are to be sent
28 by email to Counsel of Record for the United States (*i.e.*, Eliza.Simon@usdoj.gov, or an
alternate email address subsequently provided by the United States).

- 1 a. The adoption, in accordance with Part V of this Consent Order, of the Reasonable
2 Accommodation Policy for Persons with Disabilities;
- 3 b. The implementation of any change to the Reasonable Accommodation Policy for
4 Persons with Disabilities;
- 5 c. The attendance of any person at an educational program required under Paragraphs
6 13-14 of this Consent Order by forwarding a completed certification in the form of
7 Appendix A to this Consent Order;
- 8 d. The posting of the Non-Discrimination Policy in accordance with Part IV of this
9 Consent Order;
- 10 e. The denial of a request for a reasonable accommodation by any person, including
11 the requester's name, address, and telephone number, the date of the request, the
12 details of the request, and the written explanation provided to the requestor for
13 denying the request; and
- 14 f. The making of any written or oral complaint against Defendants regarding
15 discrimination on the basis of disability, including a copy of the written complaint
16 itself or a written summary of an oral complaint, and the name, address, and
17 telephone number of the complainant. Defendants shall also promptly provide the
18 United States with information concerning resolution of the complaint.

22 22. Defendants shall be responsible for the preparation of annual compliance reports beginning
23 on the anniversary of the entry of this Consent Order and continuing every year thereafter, except
24 that the final report shall be submitted sixty (60) days prior to the expiration of this Consent Order.

25 The compliance report shall include:
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- 1 a. Copies of any advertising for the rental or leasing of housing in newspapers, in
2 telephone directories, on radio, on television, on the internet, or in the other media
3 published since the effective date of this Consent Order or the submission of the
4 prior compliance report; and
5
6 b. A list of all reasonable accommodation requests submitted to Defendants by
7 persons, including residents or prospective tenants, since the effective date of this
8 Consent Order or the submission of the prior compliance report, including the name
9 and contact information of the requestor, the property at which the request was
10 made, the date of the request, the nature of the request, and whether the request was
11 granted or denied.
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13 23. While this Consent Order remains in effect, Defendants shall preserve all records relating
14 to their obligations under this Consent Order. Representatives of the United States shall be
15 permitted, upon providing reasonable notice to Defendants, to inspect and copy at reasonable times
16 any and all records related to Defendants' obligations under this Consent Order.
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18 VII. RELIEF FOR COMPLAINANTS

19 24. Within fourteen (14) days of the entry of this Consent Order, Defendants shall vacate, or
20 otherwise cancel and excuse, the small claims judgment obtained against Ms. Jones on May 13,
21 2022. *See Premiere Holdings, Inc. v. Jessica Jones*, Case No. 22A000079 (Nev. Justice Ct. May
22 13, 2022).

23 25. Within fourteen (14) days of the entry of this Consent Order, Defendants shall deliver to
24 Counsel for the United States, by overnight delivery service with tracking capability, the amount
25 of **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)** for the purpose of compensating the
26 Complainants. These funds shall be delivered to Counsel for the United States by separate checks
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1 payable to the Complainants in amounts to be provided to Defendants by the United States within
2 seven (7) days of the entry of this Consent Order.

3 26. As a prerequisite to receiving payment pursuant to Paragraph 25, the Complainants shall
4 execute a release of all claims, legal or equitable, that they may have against Defendants relating
5 to the claims asserted in this lawsuit. Releases shall take the form of Appendix B to this Consent
6 Order. The United States shall deliver the signed releases to Counsel for Defendants.

7
8 **VIII. JURISDICTION, DURATION, AND SCOPE**

9 27. This Consent Order is effective immediately upon its entry by the Court, and shall remain
10 in effect for two (2) years from the date of its entry.

11 28. The Court shall retain jurisdiction over this action and the Parties thereto for the purpose
12 of enforcing and modifying its terms while the Consent Order remains in effect.

13 29. The United States may move the Court to extend the period in which this Consent Order
14 is in effect if the United States believes it is likely that Defendants violated one or more terms of
15 the Consent Order or if the interests of justice so require to effectuate the rights and obligations
16 arising from this Consent Order. This action and the Complaint shall be deemed dismissed with
17 prejudice upon the expiration of this Consent Order.

18 30. Any time limits for performance imposed by this Consent Order may be extended by
19 mutual written agreement of the Parties.

20 31. The terms of this Consent Order shall not be modified, revised, or altered unless mutually
21 agreed upon in writing by the Parties and approved by the Court.

22 32. The Parties shall endeavor in good faith to resolve informally any differences regarding
23 interpretation of and compliance with this Consent Order prior to bringing such matter to the Court
24 for resolution. However, in the event Defendants fail to perform in a timely manner any act
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1 required by this Consent Order or act in violation of any provision of this Order, the United States
2 may move the Court to impose any remedy authorized by law or equity, including, but not limited
3 to, an order requiring performance or non-performance of certain acts and an award of damages,
4 costs, and reasonable attorney’s fees that may have been occasioned by Defendants’ violation or
5 failure to perform.

6 33. The United States may take steps to monitor Defendants’ compliance with the Consent
7 Order, including conducting fair housing tests at the rental housing owned and/or managed by
8 Defendants.

9 34. If, at any time before the expiration of this Consent Order, a Defendant sells or otherwise
10 relinquishes their ownership interest and/or management responsibilities of all residential rental
11 properties to a bona-fide, independent third party in an arms-length transaction,³ that Defendant’s
12 obligations under this Consent Order, except for Paragraph 24, shall cease. For purposes of this
13 Paragraph, a “bona-fide, independent third party” is one in which none of the Defendants nor any
14 of their officers, members, executives, managers, partners, employees, subsidiaries, affiliates, or
15 agents has any current or past financial, contractual, personal, or familial relationship.

16 35. If, at any time while this Consent Order remains in effect, any Defendant maintains that its
17 obligations under this Consent Order have terminated or changed because it has relinquished, sold
18 or transferred its management duties and/or ownership interest in residential rental properties to a
19 bona-fide third-party in an arms-length transaction, Defendant shall inform the United States
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25 ³ For purposes of this Consent Order, “arms-length transaction” is defined as a transaction that
26 has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by
27 blood or marriage, with opposing economic interests regarding that transaction. A transaction
28 involving an entity in which any Defendant is an owner, officer, member, executive, manager,
partner, employee, subsidiary, affiliate, or agent, shall not be considered an arms-length
transaction.

1 within thirty (30) days of such transaction and provide the date of the sale or transfer, copies of
2 the sale or transfer documents, and the name(s) and contact information for the transferee.

3 36. If any transfer of interest in the residential rental properties is not an arms-length
4 transaction, Defendants shall remain jointly and severally liable, along with the transferee, for
5 any violations of this Consent Order.

6 **IX. COSTS OF LITIGATION**

7 37. Except as provided for in Paragraph 32, all Parties shall be responsible for their own
8 attorney's fees and costs associated with this action.

9 **X. TERMINATION OF LITIGATION HOLD**

10 38. The Parties agree that, as of the effective date of this Consent Order, litigation is not
11 "reasonably foreseeable" concerning the matters described in the United States' Complaint. To
12 the extent that any of the Parties previously implemented a litigation hold to preserve documents,
13 electronically stored information (ESI), or things related to the matters described in the Complaint,
14 they are no longer required to maintain such a litigation hold. Nothing in this Paragraph relieves
15 any of the Parties of any other obligations imposed by this Consent Order.
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18 **IT IS SO ORDERED:**

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20 **UNITED STATES DISTRICT JUDGE**

21 **DATED:** February 7, 2023
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1 Dated: February 2, 2023

2 **FOR THE UNITED STATES OF AMERICA:**

3 JASON M. FRIERSON
4 United States Attorney

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division

5
6 SAMEENA SHINA MAJEED
Chief
7 Housing and Civil Enforcement Section

8 /s/ Virginia T. Tomova
9 VIRGINIA T. TOMOVA
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17 **FOR THE DEFENDANTS:**

18
19 /s/ Nicholas J. Klein
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26 *Attorneys for Defendants*
27
28

APPENDIX A

RECEIPT OF CONSENT ORDER AND CERTIFICATION OF FHA TRAINING

I, _____, certify that I have received a copy of the Consent Order resolving the claims in the case *United States v. Premiere Holdings, Inc., et al.*, Case No. 2:23-cv-00181 (D. Nev.), filed in the United States District Court for the District of Nevada. I have read and understand the Consent Order and had an opportunity to have my questions about the Consent Order answered. I further certify that I attended training on the federal Fair Housing Act (“FHA”), which included training on the FHA’s provisions related to reasonable accommodations, including discriminatory statements and actions prohibited by the FHA. I have had all of my questions concerning this topic answered to my satisfaction.

Name of Course & Instructor: _____

Training Date: _____ Number of hours spent taking the course: _____

Signature

Printed name

Date

APPENDIX B

FULL AND FINAL RELEASE OF CLAIMS

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3 In consideration of the Parties' agreement to the terms of the Consent Order entered in
4 the case *United States v. Premiere Holdings, Inc., et al.*, Case No. 2:23-cv-00181 (D. Nev.), filed
5 in the United States District Court for the District of Nevada, and in consideration of the
6 payment of [\$X], I, _____, do
7
8 hereby fully release and forever discharge Defendants Premiere Holdings, Inc., Premiere
9 Holdings Residential Division, LLC, Premiere Holdings Residential Division, LLC, Series LV,
10 Lauri Villafane, and Felicia Abdo, and their officers, directors, agents, employees, assigns, and
11 other affiliates from any and all liability for any and all fair housing or discrimination claims set
12 forth, or which could have been set forth, in the Complaint in the above referenced action as of
13 the effective date of the Consent Order. I acknowledge that I have read and understand this
14 release and have executed it voluntarily and with full knowledge of its legal consequences.
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17 By:

18 Signature: _____

19 Printed Name: _____

20 Date: _____, 2023
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