

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 PAULA ANDERSON, )  
 )  
 Defendant. )  
 \_\_\_\_\_ )

No. 1:15-cv-00685 WPL/SCY

**CONSENT DECREE**

**I. INTRODUCTION**

1. This action was filed by the United States to enforce the provisions of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601- 3631 (“FHA”). The United States filed this action on August 6, 2015, on behalf of Kimberly Nicolaides, pursuant to 42 U.S.C. § 3612(o).

2. The United States’ Complaint alleges that Paula Anderson (“Defendant”), the owner of 143 Sombrio Drive, a single-family rental property in Santa Fe, New Mexico, denied Kimberly Nicolaides, a resident and a person with a disability, the reasonable accommodation of the use of her assistance animal and her daughter as a live-in aide.

3. The parties agree that, to avoid costly and protracted litigation, the claims against the Defendant should be resolved without further proceedings or a trial. The parties acknowledge that resolution of this matter is not to be construed as an admission of liability by the Defendant. This Consent Decree resolves the United States’ claims in its Complaint against the Defendant.

**II. GENERAL INJUNCTION**

4. Defendant, her agents, employees, and all other persons in active concert or participation with her, are hereby enjoined from:
- a. Making unavailable or denying a dwelling to any person because of disability, in violation of 42 U.S.C. § 3604(f)(1);
  - b. Discriminating against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection with such a dwelling, because of a disability of that person, in violation of 42 U.S.C. § 3604(f)(2); and
  - c. Refusing to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B).

**III. POLICY CONCERNING REQUESTS FOR REASONABLE ACCOMMODATIONS**

5. No later than thirty (30) days after the date of entry of this Consent Decree, Defendant shall adopt and implement the reasonable accommodation policy contained in Attachment A.
6. No later than ten (10) days after adoption of the policy referenced in Paragraph 5, Defendant shall notify in writing each resident of any rental property owned and/or managed by Defendant of the policy. Notice shall be sent via first-class mail, postage prepaid.
7. No later than ten (10) days after adoption of the policy referenced in Paragraph 5, Defendant shall apprise each of her employees, agents, and any other persons responsible for the

management of any rental property, of such persons' obligations under this Consent Decree, including the reasonable accommodation policy and the Fair Housing Act, 42 U.S.C. §§ 3601-3631. Defendant shall furnish each such employee, agent, or other person with a copy of this Consent Decree. 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 understood this Consent Decree, and declaring that he or she will perform his or her duties in accordance with this Consent Decree and the Fair Housing Act, 42 U.S.C. §§ 3601-3631.

8. New agents or employees who have responsibility related to the management of rental properties owned by Defendant shall (a) be apprised of the contents of this Consent Decree, including the reasonable accommodation policy, and of their obligations under the Fair Housing Act, 42 U.S.C. §§ 3601-3631, when their employment or agency commences; (b) be provided copies of this Consent Decree and the reasonable accommodation 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**

9. Within ninety (90) days of the entry of this Consent Decree, Defendant and any of Defendant's employees, agents, and any other persons responsible for the management of Defendant's rental properties shall attend, at Defendant's expense, a training program regarding the Fair Housing Act and, in particular, the FHA's disability discrimination provisions. The training shall be conducted by a qualified third party, approved by the United States, and unconnected to Defendant or her employees, agents, or counsel.

10. Defendant shall obtain from the trainer or training entity certificates of attendance signed by each individual who attended the training. The certificates shall include the name of

the course, the date the course was taken, the subject matters covered in the course, and the length of the course and/or time within which the course was completed.

**V. REPORTING AND RECORD-KEEPING**

11. Defendant shall, within 15 days of their occurrence, notify and provide documentation to the United States<sup>1</sup> of the following events:

- a. The adoption and implementation of the policy referenced in Paragraph 5, supra;
- b. The written notification to residents required in Paragraph 6, supra;
- c. Executed copies of Attachment B;
- d. The training attended pursuant to Section IV, including a certification executed by the trainer(s) confirming attendance;
- e. Any change to Defendant's rules or practices affecting reasonable accommodation requests made by residents;
- f. Any denial by Defendant of a request by a resident or prospective resident for a reasonable accommodation, including the resident's name, address, and telephone number, and the details of the request and reason(s) for its denial; and
- g. Any written or oral complaint against Defendant regarding discrimination on the basis of disability, including a copy of the written complaint itself or a

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<sup>1</sup> For purposes of this Consent Decree, documents to be sent to the United States shall be addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, DJ No. 175-49-73, U.S. Department of Justice, 950 Pennsylvania Avenue NW – G Street, Washington, DC 20530, or as otherwise directed by the United States or its counsel. If transmission by facsimile is required, the following number should be used: (202) 514-1116. If transmission by electronic mail is required, the following email address should be used: [HCE.Compliance@usdoj.gov](mailto:HCE.Compliance@usdoj.gov), or as otherwise directed by the United States or its counsel.

written summary of an oral complaint and the name, address, and telephone number of the complainant. Defendant shall also promptly provide the United States with information concerning resolution of the complaint.

12. Defendant shall submit annually on the anniversary date of the entry of this Consent Decree, except that the last report shall be provided 60 days before the Decree is scheduled to expire, a written report that includes the following information:

- a. The information contained in Paragraph 11, supra, if not yet reported; and
- b. For every request made for a reasonable accommodation during the preceding year:
  - i. The name and address of the person making the request;
  - ii. The date of the request;
  - iii. The type or kind of requested accommodation and the type of disability it is intended to address;
  - iv. All documents provided to Defendant in support of this request; and
  - v. The disposition of the request.

13. Defendant shall preserve all records relating to the following:

- a. Complaints against her or her agents or employees of discrimination in housing on the basis of disability; and
- b. Defendant's receipt and processing of requests for reasonable accommodation by residents.

14. Representatives of the United States shall be permitted, upon providing reasonable notice to Defendant, to inspect and copy at reasonable times any and all records related to Defendant's obligations under this Decree.

**VI. MONETARY DAMAGES**

15. No later than ten (10) days after the date of entry of this Consent Decree, Defendant shall pay the sum of six thousand dollars (\$6,000) in monetary damages to Kimberly Nicolaides by delivering a check in that amount, payable to Kimberly Nicolaides, to counsel for the United States.

16. As a prerequisite to receiving such payment, Kimberly Nicolaides shall execute and deliver to counsel for the United States a release of all claims, legal or equitable, that she may have against Defendant relating to the claims asserted in this lawsuit. Such release shall take the form of Attachment C. Counsel for the United States shall deliver the original release form to counsel for Defendant.

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

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

18. This Court shall retain jurisdiction over this action and the parties thereto for the duration of this Decree for the purpose of enforcing and modifying its terms. This Decree shall be in effect for a period of three (3) years from its effective date. The United States may move the Court to extend the period in which this Decree is in effect if the Defendant violates one or more terms of the Decree or the interests of justice so require to effectuate the rights and obligations of this Decree.

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

20. Each party shall notify the other party of any dispute or difference regarding interpretation and compliance with this Decree, whether willful or otherwise, and shall attempt to resolve such dispute informally. However, in the event of a failure by Defendant to perform in a timely manner any act required by this Consent Decree or otherwise to act in conformance with any provision thereof, Plaintiff may move this Court to impose any remedy authorized by law or equity, including but not limited to an order requiring performance of such act or deeming such act to have been performed, as well as an award of damages, costs and reasonable attorney's fees which may have been occasioned by the violation or failure to perform.

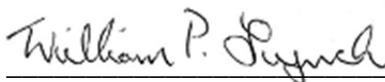
21. The parties agree that, as of the date of this Decree, litigation is not "reasonably foreseeable" between the United States and the Defendant concerning the lawsuit described in paragraphs 1 and 2. To the extent the United States previously implemented a litigation hold to preserve documents, electronically stored information, or things related to this matter, it is no longer required to do so. Nothing in this paragraph relieves the parties of any other obligation imposed by this Decree.

**VIII. COSTS OF LITIGATION**

22. The parties shall be responsible for their own fees and costs associated with this action, except as otherwise provided in this Decree.

IT IS SO ORDERED.

BY THE COURT:



HONORABLE WILLIAM P. LYNCH  
UNITED STATES MAGISTRATE JUDGE

FOR PLAINTIFF UNITED STATES OF AMERICA:

DAMON E. MARTINEZ  
United States Attorney

VANITA GUPTA  
Principal Deputy Assistant Attorney General  
Civil Rights Division

/s/ Ruth F. Keegan  
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FOR DEFENDANT PAULA ANDERSON:

LAW OFFICE OF PHILIP B. DAVIS

/s/ Philip B. Davis  
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**ATTACHMENT A**

**REASONABLE ACCOMMODATION POLICY**  
**FOR PERSONS WITH DISABILITIES**

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.<sup>2</sup> If a prospective resident, resident, or member of a prospective resident or resident's household has a disability, he/she may request a reasonable accommodation. Reasonable accommodations are changes, exceptions, or adjustments to a rule, policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

It is preferred that all reasonable accommodation requests be submitted in writing to Paula Anderson. A request form for a reasonable accommodation is attached to this Policy. If a prospective resident, resident or household member has difficulty filling in the form, Paula Anderson will assist him or her in completing the form. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Paula Anderson shall notify the requester in writing of the decision regarding the request within 10 days of the completed written request. If Paula Anderson believes that the request would impose an undue financial or administrative burden on her or fundamentally alter the nature of her operations, then she will engage in open discussions and an interactive process with the resident or prospective resident to provide an alternate accommodation that satisfies the disability-related needs of the requester. In the event the interactive process is unsuccessful, resulting in the denial of the request, an explanation of the basis for such denial shall be included in the written notification. 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>

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<sup>2</sup> Under the federal Fair Housing Act, 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 having such an impairment. Physical or mental impairments include, but are not limited to, orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, bipolar disorder, cancer, heart disease, diabetes, HIV, intellectual disabilities, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. The term "substantially limits" suggests that the limitation is significant or to a large degree. The term "major life activity" means those activities that are of central importance to daily life, including but not limited to seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking.

**REQUEST FORM FOR A REASONABLE ACCOMMODATION**

If you, a member of your household, or someone associated with you has a disability and feel there is a need for a reasonable accommodation for that person to have an equal opportunity to use and enjoy a dwelling unit, please complete this form and return it to Paula Anderson at **[insert contact information]**. If you cannot complete this form yourself, please contact Paula Anderson and she will assist you in completing it. She will answer this request in writing within ten days.

Name of Requester: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Signature of Requester: \_\_\_\_\_

1. The person(s) who has/have a disability requiring a reasonable accommodation is/are:

\_\_\_\_ Me      \_\_\_\_ A person associated with me.

Name(s) of person(s) with disability: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

2. I am requesting the following change(s), exception(s), or adjustment(s) to a rule, policy, practice or service:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. I need this reasonable accommodation because:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
REQUESTER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PAULA ANDERSON

\_\_\_\_\_  
DATE

**ATTACHMENT B**

**CERTIFICATION OF RECEIPT OF CONSENT DECREE**

I certify that I have received a copy of the Consent Decree entered by the United States District Court for the District of New Mexico in United States v. Anderson, No. 1:15-cv-00685 WPL/SCY (D.N.M.). I further certify that I have read and understand the Decree, that any questions I had concerning the Decree were answered, and that I understand that the Defendant may be sanctioned or penalized if I violate this Decree.

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

\_\_\_\_\_  
(Printed Name)

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

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

**ATTACHMENT C**

**RELEASE**

In consideration for the parties' agreement to the terms of the Consent Decree entered in United States v. Anderson, No. 1:15-cv-00685 WPL/SCY (D.N.M.), and Defendant's payment to me of \$6,000, pursuant to the Consent Decree, I hereby agree, effective upon receipt of payment, to remise, release, and forever discharge any and all claims of any kind, nature or description whatsoever, related to the facts at issue in the litigation referenced above, or in any way related to that litigation, up to and including the date of execution of this release, that I may have against Defendant Paula Anderson.

I acknowledge and understand that by signing this Release and accepting this payment, I am waiving any right to pursue my own legal action based on the discrimination alleged by the United States in this action.

I also acknowledge that I have been informed that I may review the terms of this Release with an attorney of my choosing, and to the extent that I have not obtained legal advice, I voluntarily and knowingly waive my right to do so.

This Release constitutes the entire agreement between Defendant Anderson and me, without exception or exclusion.

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Kimberly Nicolaides

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Date