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12 5552

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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

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UNITED STATES OF AMERICA,

Plaintiff,

v.

PHILADELPHIAN OWNERS  
ASSOCIATION

Defendant.

No.

**CONSENT DECREE**

## **I. INTRODUCTION**

1. This action was filed by the United States on September 28, 2012 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- 3631.

2. The United States' Complaint alleges, that Defendant The Philadelphian Owners Association ("POA"), the governing body of The Philadelphian, a residential condominium complex in Philadelphia, Pennsylvania, denied Complainant Michelle Stewart, a condominium owner at The Philadelphian and a person with a psychiatric disability, the reasonable accommodation of an emotional support animal. The POA also threatened to levy fines as a condition or consequence of Ms. Stewart's emotional support animal pursuant to the POA's "no pets" policy. The United States further alleges that, as a result of these actions, Ms. Stewart has been denied the full enjoyment of her condominium.

3. The United States further alleges that Defendant's no-pets policy as applied to persons with disabilities who request an assistance animal as a reasonable accommodation constitutes (a) a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act, 42 U.S.C. § 3601 *et seq.* in violation of § 3614(a); and (b) a denial to a group of persons of rights granted by the Fair Housing Act, 42 U.S.C. § 3601 *et seq.* which denial raises an issue of general public importance, in violation of 42 U.S.C. § 3614(a). The United States further alleges that as a result of Defendant's no-pets policy, there may be persons, other than Michele Stewart, who have been injured by Defendant's discriminatory housing practices and may be aggrieved persons within the meaning of 42 U.S.C. § 3602(i).

4. On January 13, 2011, Complainant Stewart filed a fair housing complaint with HUD alleging that Defendant POA discriminated against her on the basis of her disability.

5. On March 15, 2011, HUD's Assistant Secretary for the Office of Fair Housing and Equal Opportunity ("Assistant Secretary") filed a complaint with HUD pursuant to Section 810(a) of the FHA, alleging discrimination in housing on the basis of disability. The Secretary's complaint was amended on or about August 11, 2011. Pursuant to the requirements of 42 U.S.C. § 3610(a), (b) and (g), the Secretary of HUD conducted an investigation of the complaints filed by Complainant Stewart and the Assistant Secretary for Fair Housing and Equal Opportunity, attempted conciliation without success, and prepared a final investigative report. Based on the information gathered during the investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g)(1), determined that reasonable cause existed to believe that Defendant committed illegal discriminatory housing practices in connection with the subject property. Therefore, on September 30, 2011, the Secretary issued a Determination of Reasonable Cause and Charge of Discrimination, pursuant to 42 U.S.C. § 3610(g)(2)(A), charging that Defendant had engaged in discriminatory practices, in violation of the Fair Housing Act.

6. On October 19, 2011, Complainant Stewart and Defendant each timely elected to have the charge resolved in a federal civil action, pursuant to 42 U.S.C. § 3612(a). The Secretary subsequently authorized the Attorney General to file this action on behalf of the Complainant, pursuant to 42 U.S.C. § 3612(o).

7. On October 21, 2011, Complainant Nancy Yaros filed a fair housing complaint with HUD alleging that Defendant POA discriminated against her on the basis of her disability (HUD No. 03-12-0012-8).

8. On March 28, 2011, Complainant Constance Yaros filed a fair housing complaint with HUD alleging that Defendant POA discriminated against her on the basis of her disability (HUD No. 03-11-0214-8).

9. On May 31, 2011, Complainant Michael Nise filed a fair housing complaint with HUD alleging that Defendant POA discriminated against him on the basis of his disability (HUD No. 03-12-0012-8).

10. Defendant denies the allegations of the Complaint and does not admit any wrongdoing or liability under the Fair Housing Act.

11. The parties agree that, to avoid costly and protracted litigation, the claims against Defendant should be resolved without further proceedings or a trial.

12. This Consent Decree resolves the United States' claims in its Complaint against Defendant named herein.

It is hereby ORDERED, ADJUDGED and DECREED:

## **II. GENERAL INJUNCTION**

13. Defendant, its agents, employees, and all other persons in active concert or participation with it, are hereby enjoined from:

- a. Discriminating against persons in the terms, conditions or privileges of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability, in violation of 42 U.S.C. § 3604(f)(2);
- b. Refusing to make reasonable accommodations in rules, policies, practices, or services at The Philadelphian, 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); and.
- c. Making, printing or publishing, or causing to be made, printed or published any notice or statement, with respect to a dwelling, that indicates a preference, limitation, or discrimination based on disability, in violation of

42 U.S.C. § 3604(c).

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

14. No later than thirty (30) days after the date of entry of this Consent Decree, Defendant shall submit for approval to the United States<sup>1</sup> a proposed reasonable accommodation policy. The proposed policy shall, at a minimum, include the information contained in Attachment A.

15. Within fourteen (14) days of the United States' written approval of the proposed policy, Defendant shall adopt the policy ("the New Policy"), and notify in writing each resident of The Philadelphian of the adoption and implementation of the New Policy. Notice shall be sent via first-class mail, postage prepaid, to each owner and delivered to each residence at the property.

16. No later than ten (10) days after adoption of the New Policy, Defendant shall post the New Policy, or a link to it, on the home page of the website of The Philadelphian, "www.2401.com" and/or such other Internet domain address that serves as the POA's official website.

17. Until the New Policy is approved, the POA shall not enforce its current no-pets policy against persons who claim to have assistance animals in their units at The Philadelphian.

18. The New Policy, once approved, shall supersede all existing policies, procedures and resolutions concerning or affecting approval of reasonable accommodations at The Philadelphian, including but not limited to approval of assistance animals.

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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: United States Attorney's Office, 615 Chestnut St., Suite 1250, Philadelphia, PA 19106, attention AUSA Thomas Johnson; fax (215) 861-8618 and Chief, Housing and Civil Enforcement Section, Civil Rights Division, DJ No. 175-77-391, 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.

19. No later than ten (10) days after adoption of the New Policy, Defendant shall apprise each of its Executive Board members and the Property Manager, and any other persons responsible for the management of The Philadelphian, of such persons' obligations under this Consent Decree, including but not limited to the New Policy, and under the Fair Housing Act, 42 U.S.C. §§ 3601-3631. Defendant shall furnish each such Executive Board member and Property Manager or other person with a copy of this Consent Decree. Each Executive Board member and the Property Manager 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 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.

20. New Executive Board members or Property Managers who have responsibility related to the management of The Philadelphian shall (a) be apprised of the contents of this Consent Decree, 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) be provided copies of this Consent Decree and the New Policy; and (c) execute the statement contained in Attachment B no later than ten (10) days following their first day of employment or service.

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

21. Within sixty (60) days of the entry of this Consent Decree, Defendant's Executive Board members and the Property Manager and any other persons responsible for the management of The Philadelphian shall attend, at Defendant's expense, at The Philadelphian, an education and training program regarding the disability discrimination provisions of the Fair

Housing Act. The education and training shall be conducted by a qualified third party, approved by the United States, and unconnected to Defendant or its employees, agents, or counsel.

22. Defendant shall obtain from the educator or trainer or educating or training entity certificates of attendance signed by each individual who attended the education and 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**

23. Within fifteen (15) days of the date of entry of this Consent Decree and throughout its term, Defendant shall post and prominently display within Defendant's management office, a sign no smaller than ten (10) inches by fourteen (14) inches indicating that Defendant is an Equal Housing Opportunity Provider on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

24. Throughout the term of this Consent Decree, Defendant shall ensure that any signs, pamphlets, brochures, or other promotional literature include a fair housing logo, the phrase "Equal Housing Opportunity Provider," and/or the following sentences:

We are an Equal Opportunity Housing Provider. We do not discriminate  
on the basis of race, color, national origin, religion, sex, familial status  
or disability.

**VI. REPORTING AND RECORD-KEEPING**

25. Defendant shall, within 15 days of their occurrence, notify and provide documentation to the United States of the following events:

a. The adoption of the New Policy;



- b. The written notification to Philadelphian residents required in Paragraph 15;
- c. The posting of the New Policy on the website of The Philadelphian as required in Paragraph 16;
- d. Executed copies of Attachment B;
- e. The education and training attended pursuant to Section IV, including a certification executed by the educator(s) or trainer(s) confirming attendance;
- f. Any change to Defendant's rules or practices affecting the keeping of assistance animals by residents of The Philadelphian;
- g. Any denial by Defendant of a request by a Philadelphian resident or prospective resident to keep an assistance animal, including the resident's name, address, and telephone number, and the details of the request and reason(s) for its denial; and
- h. Any written or oral complaint against Defendant, 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, address, and telephone number of the complainant. Defendant shall also promptly provide the United States with information concerning resolution of the complaint.

26. Defendant shall submit annually on the anniversary date of the entry of this Consent Decree a written report that includes the following information:

- a. The information contained in Paragraph 22, if not yet reported; and
- b. For every reasonable accommodation request made to keep an assistance animal pursuant to the New Policy during the preceding year:
  - i. The name and unit number of the person making the request;



- ii. The date of the request;
- iii. The type or kind of assistance animal requested and the type of disability the assistance animal is requested to alleviate;
- iv. All documents provided to Defendant in support of this request; and
- v. The disposition of the request.

27. For the duration of this Consent Decree, Defendant shall preserve all records relating to the following:

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

28. During the effective period of this Consent Decree, 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.

## **VII. RELIEF FOR ALLEGED AGGRIEVED PERSONS<sup>2</sup>**

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<sup>2</sup> Under the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, an "aggrieved person" is any person who

- (1) Claims to have been injured by a discriminatory housing practice; or
- (2) Believes that such person will be injured by a discriminatory housing practice that is about to occur.

42. U.S.C. § 3602(i).

Defendant denies that any person referred to as "aggrieved" under this Consent Decree has been injured by any discriminatory housing practice at The Philadelphian.

29. Within ten (10) days of entry of this Consent Order, Defendant shall grant Complainant Stewart a reasonable accommodation from its no-pets policy, pursuant to federal law and this Consent Decree, and will honor that request for as long as she requires the accommodation. The accommodation shall allow Complainant Stewart to have her assistance animal at The Philadelphian in accordance with this Consent Decree and the New Policy.

30. No later than ten (10) days after the date of entry of this Consent Decree, Defendant shall pay the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as monetary relief to Complainant Stewart by delivering a check in that amount, payable to Michelle Stewart, to counsel for the United States.

31. As a prerequisite to receiving such payment, Michelle Stewart 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.

32. Within thirty (30) days after the date of entry of this Consent Decree, Defendant will reconsider and make a determination whether or not to grant the reasonable accommodation applications of Complainants Nancy Yaros, Constance Yaros and Michael Nise which were the subject of their HUD complaints described in paragraphs 7 through 9. If, at the end of the thirty (30) days, Defendant determines that it does not have enough information to make a determination about any one of these individual's applications, Defendant will allow that individual to submit a new application under the New Policy which will be processed under the provisions of the New Policy. While a determination is being made about these individuals' applications, Defendant shall not enforce its current no-pets policy against these individuals.

33. Within fifteen (15) days after the date of entry of this Consent Order, Defendant shall deposit an additional sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) into an interest bearing account (“Settlement Fund”) for the purpose of paying monetary relief to any persons with disabilities who allege they may have been harmed by Defendant’s alleged discriminatory policies and/or practices (“additional alleged aggrieved persons”). Any interest that accrues shall become part of the Settlement Fund. Within fifteen (15) days thereafter, Defendant shall submit proof to counsel for the United States that this Settlement Fund has been established and that the funds have been deposited.

34. Within fifteen (15) days after the date of entry of this Consent Decree, Defendant shall distribute to all residents of The Philadelphian a Notice to Potential Aggrieved Persons (“Notice”), as set out in Attachment D, by delivery to each residence or by first class mail. Within ten (10) days after such copies of the Notice have been delivered, Defendant shall provide to counsel for the United States a signed statement attesting to the fact that it has complied with this provision of this Consent Decree.

35. The United States shall investigate the claims of the additional potential aggrieved persons and shall make a preliminary determination as to which persons it believes should be compensated under this Consent Decree and an appropriate amount of monetary relief to be paid to each such person. The United States will inform Defendant in writing of its preliminary determinations within 120 days from the date of entry of this Consent Decree, together with a copy of a sworn declaration from each additional potential aggrieved person setting forth the factual basis of the claim. Defendant shall have fourteen (14) days to review the declarations and provide the United States with any documents or information that it believes may refute the claim.

36. Upon notice to Defendant's counsel, Defendant shall produce any records in its possession, custody or control, or in the possession, custody or control of its agents or employees, that the United States believes may be useful in identifying any further potential aggrieved persons who may be entitled to monetary relief under this Consent Decree.

37. After receiving Defendant's documents or information, the United States shall submit its final recommendations to the Court for approval, identifying any additional potential aggrieved persons and any appropriate amount of monetary relief that should be paid to each person. Within ten (10) days of a Court order providing for the distribution of funds to any additional potential aggrieved persons, Defendant shall deliver to counsel for the United States checks payable to each of the additional alleged aggrieved persons in the amounts approved by the Court.

38. In no event shall the aggregate of all checks to any additional alleged aggrieved persons exceed the sum of \$15,000.00 plus accrued interest. No additional alleged aggrieved persons shall be paid until the United States has received from that person a signed release in the form of Attachment C.

39. When counsel for the United States has received a check from Defendant payable to an additional alleged aggrieved person and a signed release in the form of Attachment C, counsel for the United States shall deliver the check to the additional alleged aggrieved person and the original, signed release to counsel for Defendant.

40. Any money not distributed from the Settlement Fund, including accrued interest, within three months after the United States provides the list of payments for additional alleged aggrieved persons, shall be distributed to qualified organizations(s) that conduct fair housing enforcement or educational activities addressing disability discrimination. Defendant will

consult with and obtain the non-objection of the United States in selecting recipients of these funds and the amount to be distributed to each, and the parties shall obtain the Court's approval prior to distribution of any such funds. Defendant shall require each recipient to submit to Defendant and the United States a detailed report on how funds are utilized within one year after the funds are distributed.

**VIII. CIVIL PENALTY**

41. Within fifteen (15) days of the date of entry of this Consent Decree, Defendant shall cause to be paid to the United States Treasury a total of TEN THOUSAND DOLLARS (\$10,000.00) pursuant to 42 U.S.C. § 3614(d)(1)(c). The payment shall be in the form of an electronic funds transfer pursuant to written instructions by the United States.

**IX. RELEASE OF LITIGATION HOLDS**

42. The parties agree that, as of the date of entry of this Consent Decree, litigation is not "reasonably foreseeable" concerning the matters described in paragraphs 1- 9. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in paragraphs 1 - 9, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves either party of any other obligations imposed by this Consent Decree.

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

43. 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) and 3614(a). This Consent Decree is effective immediately upon its entry by the Court.

44. 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 Defendant violates one or more terms of the Decree or the interests of justice so require effectuating the rights and obligations of this Decree.


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

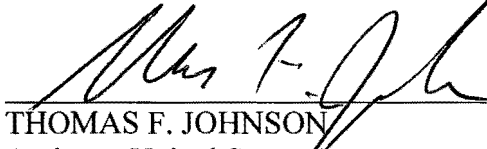
46. Each party shall notify the other party of any dispute or difference regarding interpretation and compliance with this Decree, whether willful or otherwise, and shall attempt to resolve such dispute informally. However, in the event of a failure by Defendant to perform in a timely manner any act 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.

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

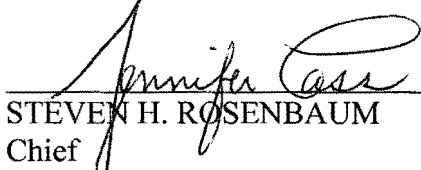
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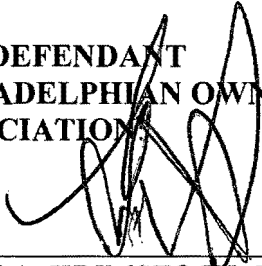
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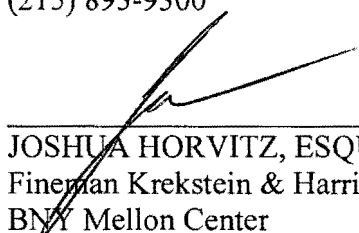
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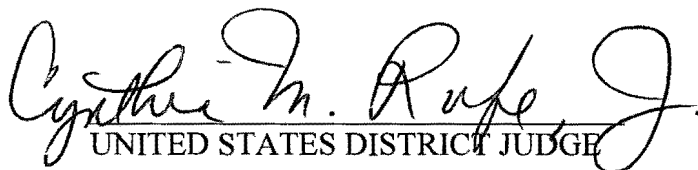
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IT IS SO ORDERED.

Dated this 9<sup>th</sup> day of October, 2012.

BY THE COURT:

  
UNITED STATES DISTRICT JUDGE

## **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 Philadelphian Owners Association (“the Association”) is committed to granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy a dwelling at The Philadelphian Condominium.

Reasonable accommodations may include waiving or varying Association 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 alleviates one or more symptoms or effects of a person’s disability (“Assistance Animal”). The most common Assistance Animals are dogs, although other animals may qualify as assistance animals. Assistance Animals are not pets under the Association’s policies, and Assistance Animals will be governed by this policy and not by the Association’s no-pet policy. The Association recognizes the importance of Assistance Animals and is dedicated to ensuring that Philadelphian residents 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, the Association must determine whether the animal provides assistance needed by that resident to afford him or her an equal opportunity to enjoy living at The Philadelphian. The Association will not ask about the nature or severity of the person’s disability. Many times, both the disability and the assistance provided by the Assistance Animal is 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 impairment. If this is the case, no further inquiry will be made and the Association will grant the resident the reasonable accommodation.

In the case of a resident 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 resident’s disability, the Association may require a written statement from a health or social service professional<sup>1</sup> indicating:

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

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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.

In the case of a resident who requests a reasonable accommodation for an Assistance Animal that does work or performs tasks for the benefit of a person with a disability, the Association may require that the resident provide:

- 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.

In the case of an Assistance Animal that both provides emotional support or other assistance that alleviates one or more symptoms or effects of a disability and does work or performs tasks for the benefit of a person with a physical disability, the Association may require compliance with either of the two preceding paragraphs, but not both.

The Association 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 have been trained or have a certification of its efficacy, or
- ii. That the resident pay any fee, deposit, or other charge for keeping the animal, or obtain insurance as a condition of keeping the animal.

In processing requests for Assistance Animals, the Association 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.

It is the responsibility of a person with a disability who is a resident, tenant, or occupant of a Unit to inform the Association as to the need for an Assistance Animal for the resident, tenant or occupant of a Unit, 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, the Association 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.

If the applicant requires assistance in completing the form, the Property Manager or his or her designee will provide assistance or will fill out the form based on an oral request. The Association 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, the Association will provide a response within fourteen days. Prior to denying a request, the Association 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. The Association 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

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 Philadelphian Owners Association (“the Association”) is committed to granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy a dwelling at The Philadelphian Condominiums.

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 Association 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 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 a dwelling unit at The Philadelphian, please complete this form and return it to the management office. Please check all items that apply and answer all questions. The Association will answer this request in writing within 14 days. All information provided to the Association 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. The person who has a disability requiring a reasonable accommodation is (please check one):

\_\_\_ **Me.** If you answered "Me," continue to Question 4.

\_\_\_ **A person making a reasonable accommodation request on behalf of or assisting the person with a disability** who needs an Assistance Animal. After filling out the following, continue to Question 4 and fill out the information regarding the person for whom you are requesting a reasonable accommodation:

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. Are you a person with a disability requesting an accommodation of an Assistance Animal so that you can have an equal opportunity to use and enjoy a dwelling at The Philadelphian?

☐ 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:

(a) provide a statement from a health or social service professional indicating that you have a disability (i.e. you have a physical or mental impairment that substantially limits one or more major life activities); and

(b) explain below how the animal has been trained to do work or perform tasks that alleviate one or more symptoms or effects of your disability or, if the animal lacks individual training, how the animal is able to do work or perform tasks that would alleviate one or more symptoms or effects of your disability:

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You may provide any additional information or documentation of the training or work you describe above and attach it to this application.

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 DECREE**

I certify that I have received a copy of the Consent Decree entered by the United States District Court for the Eastern District of Pennsylvania in United States v. Philadelphian Owners Association, No. \_\_\_\_\_, 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. Philadelphian Owners Association, No. \_\_\_\_\_, in the United States District Court for the Eastern District of Pennsylvania and Defendant's payment to me of \_\_\_\_\_, 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 and its agents, employees, members, Executive Board members, officers, heirs, executors, spouses, administrators, successors, assigns or owners, including but not limited to The Philadelphian Owners Association.

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 and me, without exception or exclusion.

\_\_\_\_\_  
Name (SEAL)

\_\_\_\_\_  
Date

**ATTACHMENT D**

**NOTICE TO POTENTIAL AGGRIEVED PERSONS**

On September 28, 2012, the United States District Court for the Eastern District of Pennsylvania entered a Consent Decree resolving a lawsuit brought by the United States against The Philadelphian Owners Association (“POA”). The lawsuit alleged that the POA violated the Fair Housing Act by failing to grant persons with disabilities who required an assistance animal a reasonable accommodation from its “no-pets” policy when the person requested such a reasonable accommodation and needed it in order to have an equal opportunity to use and enjoy his or her home. The POA denied such allegations and did not admit any wrongdoing or liability under the Fair Housing Act. The Consent Decree requires, among other things, that the POA adopt and implement a reasonable accommodation policy which would allow persons who have a disability and need an assistance animal to have one if they meet certain criteria. 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.

The Consent Decree also establishes a Settlement Fund to make payments compensate to potential additional aggrieved persons who believe they should be compensated as a result of this alleged disability discrimination. You may be qualified to recover from the Settlement Fund if you were/are a person with a disability in need of an assistance animal and a resident of or an applicant for residency at The Philadelphian from January 2000 until the present time, you asked The Philadelphian for a reasonable accommodation from its no-pet policy, and were denied the opportunity to have an assistance animal.

Any potential additional aggrieved persons who receive monetary relief from the Settlement Fund must sign a Release in the form of Exhibit C to the Consent Decree which forever discharges any past claims they may allege to have against the POA. Any potential additional aggrieved persons who choose not to participate in the Settlement Fund retain their rights to pursue an individual action against the POA.

For purposes of this settlement, 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. The most common assistance animals are dogs, although other animals may qualify as assistance animals. Assistance animals are not considered pets.

If you believe you fall into one of these categories, or if you have information about someone else you believe falls into one of these categories, please contact the United States Department of Justice, no later than [put in date specific – 45 days from approximate date that recipients will receive the notice], at: 1-800-896-7743 and select menu option \_\_\_\_\_. You may also write to:

***United States Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
1800 G Street, N.W., Suite 7002  
Washington, DC 20006  
Attn: DJ# 175-62-395***

**Your telephone message or letter must include your name, address, and, if possible, at least TWO telephone numbers where you may be reached.**