

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Case No.5:16-cv-04130-DDC-KGS
)	
BLASS FAMILY TRUST d/b/a BLASS)	
RENTALS and LOIS BLASS, TRUSTEE, in)	
her individual and representative capacities,)	
)	
Defendants.)	
)	

CONSENT ORDER

1. The United States initiated this action on August 1, 2016, on behalf of Karen R. Murray, pursuant to the Fair Housing Act, 42 U.S.C. § 3612(o).

2. In its complaint, the Unites States alleges that the Blass Family Trust d/b/a Blass Rentals and Lois Blass, trustee, in her representative and individual capacities (“Defendants”), violated the Fair Housing Act by discriminating against their tenant, Karen R. Murray, on the basis of disability.

3. Specifically, the United States alleges that Defendants sent Ms. Murray, who has a disability, a letter strongly suggesting that Ms. Murray move out of their property and into a property better suited to fit her disability, in violation of 42 U.S.C. §§ 3604(f)(1) and (2); stated a preference in the letter against people with disabilities renting their property, in violation of 42 U.S.C. § 3604(c); and coerced and interfered with Ms. Murray, in violation of 42 U.S.C. § 3617, because she previously filed a complaint with the Department of Housing and Urban Development against Defendants asserting her right to keep an assistance animal.

4. In an effort to avoid costly litigation, the parties have voluntarily agreed, as indicated by the signatures below, to resolve the United States' claims against Defendants without the necessity of a hearing on the merits and without admission of liability on the part of Defendants.

Therefore, it is **ADJUDGED, ORDERED** and **DECREED**:

INJUNCTION

5. Defendants, their agents, employees, and all other persons in active concert or participation with them, are hereby enjoined from:

- a. Discriminating in the sale or rental, or otherwise making unavailable or denying, a dwelling to any buyer or renter because of a disability, in violation of 42 U.S.C. § 3604(f)(1);
- b. Discriminating against persons in the terms, conditions, or privileges of sale or rental 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);
- c. Making, printing, or publishing, any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on disability, in violation of 42 U.S.C. § 3604(c); and
- d. Coercing, intimidating, threatening, or interfering with persons in the exercise of or enjoyment of, or on account of their having exercised or enjoyed, or on account of their having aided or encouraged any other person in the exercise of enjoyment of, any right granted or protected by the Fair Housing Act, in violation of 42 U.S.C. § 3617.

MANDATORY EDUCATION AND TRAINING

6. Within ninety (90) days of the entry of this Consent Order, Defendants and their employees, agents, and any other persons involved in the rental or management of units owned and/or managed by Defendants, shall attend, at Defendants' expense, in-person training on the Fair Housing Act, including on its disability discrimination provisions. The training shall be conducted by a qualified third party, approved in advance by the United States, and unconnected to Defendants, their employees, agents, or counsel. Each individual who receives the training shall execute the Certificate of Training, attached hereto as Attachment A.

7. No later than fourteen (14) days after the date of entry of this Consent Order, Defendants shall apprise their current employees, agents, and any other persons involved in the rental or management of units owned and/or managed by Defendants of their obligations under this Consent Order, including those under the Fair Housing Act, 42 U.S.C. §§ 3601-3631. Defendants shall furnish each such employee, agent, or other person with a copy of this Consent Order. Each employee, agent, or other person covered by this Paragraph shall sign a statement in the form of Attachment B acknowledging that he or she has received, read, and understands this Consent Order, and declaring that he or she will perform his or her duties in accordance with this Consent Order and the Fair Housing Act, 42 U.S.C. §§ 3601-3631.

8. During the term of this Consent Order, each new employee, agent, or other person who becomes involved in the rental or management of units owned and/or managed by Defendants shall (a) be apprised of the contents of this Consent Order and of his or her obligations under the Fair Housing Act, 42 U.S.C. §§ 3601-3631, when his or her employment or agency commences; (b) be provided with a copy of this Consent Order; and (c) execute the statement contained in

Attachment B no later than five (5) days following his or her first day of employment or the first day on which he or she becomes involved in the rental or management of Defendants' properties.

NONDISCRIMINATION POLICIES

9. Within thirty (30) days of the date of entry of this Consent Order and throughout its term, Defendants shall post and prominently display within any location used as a rental office a sign no smaller than ten (10) inches by fourteen (14) inches indicating that all units are available for sale or rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. § 110 will satisfy this requirement.

10. Throughout the term of this Consent Order, Defendants shall ensure that any new advertising for the rental units that they own and/or manage that is placed in newspapers, in telephone directories, on radio, on television, on the internet, or in other media, and 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.

POLICY CONCERNING REQUESTS FOR REASONABLE ACCOMMODATIONS

11. Within sixty (60) days of the date of entry of this Consent Order, Defendants shall submit for approval to the United States a proposed reasonable accommodation policy.¹ The proposed policy shall, at a minimum, include the information contained in Attachment C.

¹ If possible, correspondence required to be provided under the provisions of this Order to the United States should be sent via email to Abigail.Marshak@usdoj.gov. If transmission via email is not possible, such correspondence shall be mailed to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, U.S. Department of Justice, Attn: DJ 175-29-116, at the following address:

Regular U.S. Mail: 950 Pennsylvania Avenue, NW – NWB
Washington, D.C. 20530

Overnight Mail: 1800 G Street, NW

12. Within fourteen (14) days of the United States' approval of the proposed policy, Defendants shall adopt the policy ("the New Policy") and notify in writing all residents of the rental units that they own and/or manage of the adoption and implementation of the New Policy.

REPORTING AND RECORD KEEPING

13. Within one hundred and twenty (120) days of the entry of this Consent Order, Defendants shall submit to counsel for the United States a compliance report ("the Compliance Report"). The Compliance Report shall include:

- a. Copies of signed training certifications, as required by Paragraph 6;
- b. Copies of signed acknowledgments, as required by Paragraphs 7 and 8;
- c. Photographs showing the posted nondiscrimination policy, as required by Paragraph 9;
- d. Copies of any new advertising for the rental units that they own and/or manage, as required by Paragraph 10; and
- e. Copies of the written notice to residents, as required by Paragraph 12.

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

- a. Copies of acknowledgments, as required by Paragraph 8, that were signed after submission of the Compliance Report.
- b. Copies of any newly designed advertising for the rental units that they own and/or manage, as required by Paragraph 10, that were designed after submission of the Compliance Report.

- c. Any written or oral complaint against any Defendant in this action, or against any of Defendants' employees, agents, or any other persons involved in the rental or management of units owned and/or managed by Defendants, 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. Defendants shall also promptly provide the United States with information concerning resolution of the complaint.
- d. Any denial of housing to prospective tenants with disabilities, any denial of a request for a reasonable accommodation by prospective or current tenants, any decision not to renew the lease of a tenant with a disability, or any termination of the lease of a tenant with a disability.

15. During the effective period of this Order, Defendants shall preserve all records relating to their obligations under this Consent Order. Representatives of the United States shall be permitted, upon providing reasonable notice to Defendants, to inspect and copy at reasonable times any and all records related to Defendants' obligations under this Order.

RELIEF FOR KAREN MURRAY

16. No later than thirty (30) days after the date of entry of this Consent Order, Defendants shall pay the total sum of five thousand dollars (\$5,000) in monetary damages to Karen Murray by delivering one check payable to Ms. Murray to counsel for the United States.

17. As a prerequisite to receiving such payment, Ms. Murray shall execute and deliver to counsel for the United States a release of all claims, legal or equitable, that she may have against Defendants relating to the claims asserted in this lawsuit. Such release shall take the form of

Attachment D. Counsel for the United States shall deliver the original release form to counsel for Defendants.

18. No later than thirty (30) days after the date of entry of this Consent Order, Defendant Lois Blass shall issue to Ms. Murray, through counsel for the United States, a signed letter of apology. The letter shall take the form agreed upon by the parties on July 27, 2016.

JURISDICTION, SCOPE, AND DURATION

19. 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).

20. This Consent Decree is effective immediately upon its entry by the Court and shall remain in effect for three years from the date of entry.

21. This Court shall retain jurisdiction over this action for all purposes related to the enforcement of this Order throughout its term, after which the case shall be dismissed with prejudice.

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

23. The United States may move the Court to extend the period in which this Order is in effect if it believes that any Defendant has likely violated one or more terms of this Order or if the interests of justice otherwise require an extension.

24. The parties to this Order shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution. However, in the event that Defendants fail to perform in a timely manner any act required by this Order or act in violation of any provision of this Order, the United States may move the Court to impose any remedy authorized by law or equity,

including, but not limited to, an order requiring performance or non-performance of certain acts and an award of damages, costs, and reasonable attorney's fees that may have been occasioned by Defendants' violation or failure to perform.

25. Nothing in this Order obligates Defendants to rent any property to Ms. Murray in the future.

COSTS OF LITIGATION

26. All parties shall be responsible for their own attorney's fees and costs associated with this action.

TERMINATION OF LITIGATION HOLD

27. The parties agree that, as of the date of the entry of this Order, litigation is not "reasonably foreseeable" concerning the matters described in Paragraphs 1-3. 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 1-3, 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 Order.

IT IS SO ORDERED:

This 2nd day of August, 2016.

s/ Daniel D. Crabtree
UNITED STATES DISTRICT COURT JUDGE

The undersigned hereby apply for and consent to the entry of this Consent Decree:

For the United States:

Dated: July 29, 2016

THOMAS E. BEALL
Acting United States Attorney
District of Kansas

/s/ Jason E. Oller
JASON E. OLLER (KS Reg. No. 24341)
Assistant United States Attorney
United States Attorney's Office
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LORETTA E. LYNCH
Attorney General

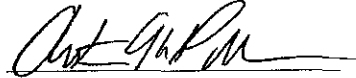
VANITA GUPTA
Principal Deputy Attorney General
Civil Rights Division

SAMEENA SHINA MAJEED
Chief, Housing and Civil Enforcement Section
Civil Rights Division

/s/ Abigail B. Marshak
CATHERINE A. BENDOR
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Fax: (202) 514-1116
Abigail.Marshak@usdoj.gov

For Defendants:

Dated: July 29, 2016



AUSTIN PARKER
Fisher Patterson Sayler & Smith
Topeka Office
3550 SW 5th Street
P.O. Box 949
Topeka, KS 66601

ATTACHMENT A
Training Acknowledgment

I acknowledge that on _____, 20____, I received _____
minutes of in-person training on the requirements of the Fair Housing Act.

(Signature)

(Printed name)

(Title)

(Date)

ATTACHMENT B
Certification of Receipt of Consent Order

I certify that I have received a copy of the Consent Order entered by the United States District Court for the District of Kansas in *United States v. Blass Family Trust, et al.*, Civil Action No. 5:16-cv-04130-DDS-KGS (D. Kan.). I further certify that I have read and understand the Order, that any questions I had concerning the Order were answered, and that I understand that some or all of the Defendants may be sanctioned or penalized if I violate the Order.

(Signature)

(Printed name)

(Title)

(Date)

ATTACHMENT C
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 when such an accommodation is necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling.² 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. 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.

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

Lois Blass shall notify the requester in writing of the decision regarding the request within 10 days of receiving the completed written request. If Lois Blass 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 determine 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

http://portal.hud.gov/hudportal/HUD?src=/topics/housing_discrimination

² 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 Lois Blass at **[insert contact information]**. If you cannot complete this form yourself, please contact Lois Blass 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

RECEIVED BY LOIS BLASS

DATE

ATTACHMENT D
Release of Claims

In consideration of the Consent Order entered in *United States v. Blass Family Trust, et al.*, Case No. 5:16-cv-04130-DDS-KGS (D. Kan.) and of the payment of the sum of \$5,000 to me pursuant to that Consent Order, I hereby release the Defendants named in this action from any and all liability for any and all claims under the Fair Housing Act, legal or equitable, I may have against them arising out of the issues alleged in the action. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Signature

Printed Name

Date