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**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH, CENTRAL DIVISION**

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UNITED STATES OF AMERICA,

Plaintiff,

v.

NALS APARTMENT HOMES, LLC,  
N/A PINNACLE HIGHLAND-80 L.P.,  
NALS UTAH, LLC,  
N/A COBBLE CREEK-36 L.P.,  
NEVINS-ADAMS 40 L.P.,  
NEVINS/ADAMS PROPERTIES, INC.,  
THORNHILL-29 L.P., AND  
NEVINS/ADAMS PROPERTIES OF UTAH, LLC,

Defendants.

**PROPOSED  
CONSENT ORDER**

Case No.

## **I. INTRODUCTION**

1. The United States initiated this action on September 26, 2016, against NALS Apartment Homes, LLC, N/A Pinnacle Highland-80 L.P, NALS Utah, LLC, N/A Cobble Creek-36 L.P., Nevins/Adams-40 L.P., Nevins/Adams Properties, Inc., Thornhill-29 L.P, and Nevins/Adams Properties of Utah, LLC (collectively “the Defendants”), alleging violations of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (“the Fair Housing Act”), 42 U.S.C. §§ 3601–3631. The Defendants are the owners, operators, and/or managers of Pinnacle Highland Apartments, Cobble Creek Apartments, Sky Harbor Apartments (collectively “the Subject Properties”), and the former operator and manager of Thornhill Park Apartments.<sup>1</sup> (collectively with the Subject Properties, “the Charged Properties”).

2. The United States initiated this lawsuit on behalf of two former residents of one of the Subject Properties, Melissa Edgeworth and her minor child, W.E., and on behalf of the Disability Law Center (“DLC”), pursuant to 42 U.S.C. § 3612(o).

## **II. UNITED STATES’ ALLEGATIONS**

3. The United States’ Complaint alleges that the Defendants engaged in discriminatory conduct at the Charged Properties by (1) treating tenants with emotional disabilities less

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<sup>1</sup> In July 2015, Defendants sold Thornhill Park Apartments and they no longer have any ownership and/or management interests in that property. If at any time during the effective period of this Consent Order, any Defendant in this action has an ownership interest or is involved in any way in the management of Thornhill Apartments, the terms of this Order will be deemed to apply to Thornhill Park Apartments in addition to the Subject Properties. Otherwise, without such ownership or management, Thornhill-29 L.P. and Nevins/Adams Properties of Utah, LLC are only bound by paragraphs 5 and 6 and not the obligations in the other terms of this Order.

favorably than tenants who are not disabled or than tenants with other disabilities, in violation of 42 U.S.C. § 3604(f)(2); (2) refusing to provide a reasonable accommodation to tenants with disabilities seeking to live at the Charged Properties with their emotional assistance animals, in violation of 42 U.S.C. §§ 3604(f)(2), 3604(f)(3)(B); and (3) maintaining a policy that indicated a preference, limitation, or discrimination against tenants with disabilities who sought to live at the Charged Properties with an emotional assistance animal, in violation of 42 U.S.C. § 3604(c). The United States' Complaint also alleges that the Defendants violated 42 U.S.C. § 3614(a) by engaging in a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act or by denying to a group of persons rights granted by the Fair Housing Act, which raises an issue of general public importance.

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 the Defendants without the necessity of a hearing on the merits and without any admission of wrongdoing or liability on the part of any of the Defendants. Defendants expressly deny all such allegations of wrongdoing.

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

### **III. GENERAL INJUNCTION**

5. The Defendants, their employees, agents, successors-in-interest, and all others in active concert or participation with them are hereby enjoined from engaging in discriminatory housing practices with respect to disability in violation of the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*

6. This general injunction shall apply collectively to the Defendants and any employees, agents, or successors-in-interest of any building occupied as, or intended for occupancy as, a residence that is owned, operated, managed by, or under the control of any of the Defendants.

**IV. SCOPE OF CONSENT DECREE**

7. Unless otherwise specified herein, the provisions that follow in this Consent Decree shall apply collectively to all the Defendants and any of their employees, agents, or successors-in-interest of the Subject Properties.

**V. REASONABLE ACCOMODATION POLICIES**

8. Within thirty (30) days of the entry of this Consent Order, the Defendants shall implement the “NALS Assistance Animal Reasonable Accommodation Policy” that is attached hereto as **Attachment A**, and begin using the “NALS Assistance Animal Reasonable Accommodation Forms” that are attached hereto as **Attachment B**. The Defendants shall follow this policy and use these forms for receiving, evaluating, and determining whether to grant or deny requests for reasonable accommodations for assistance animals made by tenants or prospective tenants with disabilities at the Subject Properties.

9. Within thirty (30) days of the entry of this Consent Order and throughout its term, the Defendants shall post and prominently display at any location used as a rental office at the Subject Properties the NALS Assistance Animal Reasonable Accommodation Policy.

10. Within thirty (30) days of the entry of this Consent Order, the Defendants shall post the NALS Assistance Animal Reasonable Accommodation Policy, or a link to this document, on all official websites for the Subject Properties that are in use during the term of this Order. The web pages subject to this paragraph include, but are not limited to, those listed in **Attachment C** of this Consent Order. The policy shall remain posted during the term of this Consent Order.

11. Within thirty (30) days of the entry of this Consent Order, the Defendants shall notify in writing all current residents of the Subject Properties of the adoption and implementation of the NALS Assistance Animal Reasonable Accommodation Policy.

12. Within thirty (30) days of the entry of this Consent Order, each employee or agent who has any involvement in showing, rental, or management of apartment units at the Subject Properties or in the review, consideration, decision-making, or appeal of reasonable accommodation requests for assistance animals, or in the creation, implementation, or revision of reasonable accommodation policies for assistance animals in connection with the Subject Properties shall: (a) be apprised of the provisions of the NALS Assistance Animal Reasonable Accommodation Policy, and generally apprised of the importance of the Policy and the terms for notice and enforcement through the Consent Order, through a letter from the Defendants contained in **Attachment D**, (b) be provided copies of the NALS Assistance Animal Reasonable Accommodation Policy, and (c) execute the form contained in **Attachment E** acknowledging that he or she has received, read, and understands the Policy and the key Consent Order provisions, and declaring that he or she will perform his or her duties in accordance with their terms.

13. During the effective period of this Consent Order, each new employee or agent who has any involvement in the showing, rental, or management of apartment units at the Subject Properties, or in the review, consideration, decision-making, or appeal of reasonable accommodation requests for assistance animals, or in the creation, implementation, or revision of reasonable accommodation policies for assistance animals in connection with the Subject Properties shall: (a) be apprised of the provisions of the NALS Assistance Animal Reasonable

Accommodation Policy, and generally apprised of the importance of the Policy and the terms for notice and enforcement through the Consent Order, through a letter from the Defendants contained in **Attachment D**, (b) be provided copies of the NALS Assistance Animal Reasonable Accommodation Policy, and (c) execute the statement contained in **Attachment E** no later than ten (10) days following his or her first day of employment or service.

14. Any proposed changes to the NALS Assistance Animal Reasonable Accommodation Policy or the NALS Assistance Animal Reasonable Accommodation Forms during the duration of this Consent Order must be provided to the United States by next-day delivery for its review and comment at least thirty (30) days before being implemented. The proposed changes shall be considered approved upon the expiration of the 30th day unless the United States provides a written objection to the Defendants within the 30-day notice period. To the extent the United States objects to any changes to these policies proposed in accordance with this paragraph, and the parties cannot resolve the dispute among themselves, such dispute may be submitted to the Court in accordance with the dispute resolution provisions of Paragraph 37 of this Consent Order.

## **VI. MANDATORY EDUCATION AND TRAINING**

15. Within sixty (60) days of the entry of this Consent Order, each employee or agent who has any involvement in the showing, rental, or management of apartment units at the Subject Properties or in the review, consideration, decision-making, or appeal of reasonable accommodation requests for assistance animals, or in the creation, implementation, or revision of reasonable accommodation policies for assistance animals in connection with the Subject Properties shall attend, at the Defendants' expense, an in-person 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 in advance by the United States, and unconnected to the Defendants or their employees, agents, or counsel.

16. The Defendants 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 matter covered in the course, and the length of the course or time within which the course was completed.

17. During the effective period of this Consent Order, within thirty (30) days of commencing an agency or employment relationship, each new employee or agent who has any involvement in the showing, rental, or management of apartment units at the Subject Properties or in the review, consideration, decision-making, or appeal of reasonable accommodation requests for assistance animals or in the creation, implementation, or revision of reasonable accommodation policies for assistance animals in connection with the Subject Properties shall be required to view a video of the training outlined in Paragraph 15 and complete a certificate of attendance as described in Paragraph 16.

## **VII. REPORTING AND RECORD KEEPING**

18. The Defendants shall, no later than one hundred and twenty (120) days after the entry of this Consent Order, submit to counsel for the United States a compliance report (“the Compliance Report”).<sup>2</sup> The Compliance Report shall include the following:

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<sup>2</sup> All documents or other communications required by this Consent Order to be sent to the United States shall reference “DJ# 175-77-394” and shall be sent by overnight mail to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street NW, Suite 7032, Washington, D.C. 20006.

- a. A signed statement attesting to the implementation of the NALS Assistance Animal Reasonable Accommodation Policy and the NALS Assistance Animal Reasonable Accommodation Forms at the Subject Properties;
  - b. Photographs establishing that the NALS Assistance Animal Reasonable Accommodation Policy is being prominently displayed within the rental offices at the Subject Properties as required in Paragraph 9;
  - c. A link to the NALS Assistance Animal Reasonable Accommodation Policy on the websites for the Subject Properties as required in Paragraph 10;
  - d. A copy of the written notice provided to current tenants and a list of all tenants to whom it was sent and their addresses, as required by Paragraph 11;
  - e. The executed copies of **Attachment E**, as required by Paragraphs 12-13; and
  - f. The education and training certificates, as required by Paragraphs 15-17.
19. The Defendants shall notify and provide documentation to the United States of the following events within thirty (30) days of their occurrence:
- a. Any written or oral complaint known to any of the Defendants against any Defendant in this action, or against any of the Defendants' employees, agents, or any other persons involved in the rental or management of units owned and/or managed by the Defendants at the Subject Properties, 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. The Defendants shall also promptly provide the United States with information concerning resolution of the complaint.

- b. Any denial of housing to a prospective tenant who sought to live with an assistance animal at any of the Subject Properties, any decision not to renew the lease of a tenant who lived with or sought to live with an assistance animal at any of the Subject Properties, any termination of the lease of a tenant who lived with or sought to live with an assistance animal at any of the the Subject Properties, and/or any denial of a request for a reasonable accommodation made by a prospective or current tenant at any of the Subject Properties.

20. The Defendants shall submit annually on the anniversary date of the entry of this Consent Order a written report that includes the following information:

- a. Executed copies of **Attachment E**, as required by Paragraphs 12-13, that were signed after submission of the Compliance Report, regardless of whether or not the employee is currently employed by Defendants.
- b. Executed copies of education and training certificates, as required by Paragraphs 15-17, that were signed after submission of the Compliance Report, regardless of whether or not the employee is currently employed by Defendants.
- c. The information in Paragraphs 18-19 if not previously reported; and
- d. A chart that details every reasonable accommodation request made during the preceding year to keep an assistance animal at any Subject Property, including the following information:
  - i. The name, current address, telephone number, and email address of the person who made the request;
  - ii. The date of the request; and

- iii. The date of the disposition of the request, the Defendants' response to the request, and, if the request was denied, the reason(s) for the denial.

21. The final report required under Paragraph 20 shall be submitted sixty (60) days prior to the expiration date of this Consent Order.

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

#### **VIII. SETTLEMENT COMPENSATION FOR AGGRIEVED PERSONS**

23. The Defendants shall pay the total sum of twenty thousand dollars (\$20,000) in settlement of alleged monetary damages to Melissa Edgeworth and W.E. by delivering one check payable to Ms. Edgeworth to counsel for the United States within thirty (30) days of the entry of this Order.

24. Within ten (10) business days of the entry of this Consent Order, the Defendants shall deposit an additional sum of twenty five thousand dollars (\$25,000) into an interest-bearing account (hereinafter "Settlement Fund") to compensate alleged monetary losses and/or other damages to other persons whom the Court determines were harmed by the Defendants' alleged discriminatory policies toward tenants and/or prospective tenants with disabilities who sought to live with their assistance animals (hereinafter "aggrieved persons"). In addition, within ten (10) business days of the entry of this Consent Order, the Defendants shall submit proof to the United States that the Settlement Fund has been established and that all funds have been deposited.

25. The Defendants shall be solely responsible for any taxes assessed or owed on any interest earned on money deposited pursuant to Paragraph 24.

26. Within thirty (30) days of the effective date of this Consent Order, the Defendants shall arrange and publish a Notice to Potential Victims of Housing Discrimination (hereafter “Notice”) as follows:

- a. The Notice shall be published at least two times, in each of the following publications, for a total of at least 6 ads: the Salt Lake Tribune, the Deseret News, and the Salt Lake City Weekly. The Notice shall be published in a space measuring at least one-eighth (1/8) of a page.
- b. The Notice shall also be distributed to all current tenants of the Subject Properties. The notice shall also be distributed to all tenants of the Thornhill Park Apartments who resided there at any time between January 1, 2010 and July 31, 2015, when the Defendants discontinued their involvement in ownership and/or management of that property. Should Defendants wish to send any additional communication to current tenants along with the Notice, Defendants will get such communication approved by the United States.
- c. The Notice shall include the information set forth in **Attachment F**, which also contains a statement that the United States seeks information from any persons who claim to have been subjected to discrimination based on disability by the Defendants in connection with the Subject Properties. Each Notice shall invite such persons to contact counsel for the United States within one hundred twenty (120) days from the effective date of this Consent Order.

- d. The Defendants shall provide a copy of the newspaper publication containing each such Notice to counsel for the United States within (10) days of the date of the newspaper publication of the Notice. In addition, the Defendants shall provide a list of all current tenants who were sent the Notice with their addresses within thirty (30) days of the entry of this Consent Order.

27. The Defendants shall provide a list of residents of the Subject Properties for the period 2010 to 2016 with best or last known address, email address, and telephone number within sixty (60) days of the entry of this Consent Order. After that, to the extent that such records have not already been produced to the United States, the United States may request and the Defendants will produce any rental/tenancy records, or any other records in the possession, custody, or control of the Defendants, or their employees or agents, to the United States that may be useful in identifying persons who may be entitled to relief under this Consent Order. If the list provided by the Defendants is not sufficient to locate current and/or past tenants, the United States shall be permitted to inspect and copy rental/tenancy records.

28. Nothing in this Consent Order shall prevent the United States from making any additional efforts it deems appropriate to locate and provide notice to potential aggrieved persons.

29. Within one hundred and eighty (180) days from the entry of this Consent Order, the United States shall make a preliminary determination of which persons, if any, are aggrieved and an appropriate amount of damages that should be paid to each such person. The United States will inform the Defendants in writing of its determinations, together with a sworn declaration

from each aggrieved person setting forth the detailed factual basis for the claim. The Defendants shall have twenty one (21) days to review the declaration(s) and provide to the United States any documents or information they believe may refute the claim(s).

30. After reviewing the Defendants' comments, the United States shall submit its final recommendations, together with a copy of the declarations submitted by the aggrieved persons and any information provided by the Defendants, to the Court. However, if the Defendants agree with the United States' recommendations, the recommendations shall be submitted to the Court in the form of a Stipulated Order. When the Court issues an order approving or changing the United States' proposed distribution of funds, the Defendants shall, within ten (10) days of the date of entry of the Court's order, deliver to counsel for the United States, by overnight mail, checks from the monies in the Settlement Fund account payable to the aggrieved persons in the amounts approved by the Court. The United States shall not deliver payment pursuant to this paragraph before the aggrieved person has executed and provided to counsel for the United States a written release of all claims, legal or equitable, that they may have against the Defendants relating to the claims asserted in this lawsuit. Such release shall take the form of **Attachment G**. Counsel for the United States shall deliver the original signed release forms to counsel for the Defendants.

31. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund plus accrued interest.

32. After the satisfaction of Paragraphs 24-30 above, and the expiration of the corresponding time periods, any money remaining in the Settlement Fund, including interest, shall be distributed to (a) qualified, non-profit organization(s) for the purpose of conducting

enforcement or educational activities related to the Fair Housing Act in Salt Lake County, Utah and the surrounding area, with an emphasis on the protection of the rights of persons with disabilities. Before selecting the qualified organization(s), the Defendants will obtain a proposal from the organization(s) addressing how the funds will be used consistent with the above-stated purpose. The Defendants will submit such proposal to the United States, and consult with and obtain the non-objection of the United States. The United States and the Defendants may request modification of the proposal before approving the organization(s). The parties shall thereafter seek approval from the Court to distribute the remaining funds to the qualified organization(s) and the Defendants shall distribute such funds within thirty (30) days of the Court's order consistent with the terms therein.

33. The Defendants shall also require that the qualified organization(s) receiving funds submit to Defendants and the United States a detailed report on how the funds have been utilized within one (1) year of receipt of funds, and every year thereafter until the funds are exhausted.

#### **IX. JURISDICTION, DURATION, AND MODIFICATION**

34. 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).

35. This Court shall retain jurisdiction of this case for purposes of enforcing this Consent Order, which shall be effective for a period of three (3) years following the date of entry by the Court, after which the case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Order in the interests of justice, including in the

event of noncompliance with any of its terms, whether intentional or not, or if it believes the interests of justice so require.

36. The parties to this Consent 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 the Defendants fail to perform in a timely manner any act required by this Consent 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 that may have been occasioned by Defendants' violation or failure to perform.

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

**X. LITIGATION COSTS**

38. Each party shall bear its own costs and attorneys' fees associated with this litigation.

**XI. RELEASE OF LITIGATION HOLD**

39. The parties agree that, as of the date of the entry of this Consent Order, litigation is not “reasonably foreseeable” concerning the matters described in the United States’ Complaint. To the extent that any of the parties previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in the Complaint, 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 \_\_\_\_ day of \_\_\_\_\_, 2016.

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UNITED STATES DISTRICT COURT JUDGE

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

**FOR THE UNITED STATES:**

Dated: September 26, 2016

JOHN W. HUBER  
United States Attorney  
District of Utah

LORRETA E. LYNCH  
Attorney General

VANITA GUPTA  
Principal Deputy Assistant Attorney General  
Civil Rights Division

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

**s/ Jared C. Bennett**  
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**s/ Michelle A. McLeod**  
CATHERINE A. BENDOR  
Deputy Chief  
MICHELLE A. MCLEOD  
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950 Pennsylvania Avenue, N.W. - NWB  
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michelle.mcleod@usdoj.gov

**FOR THE DEFENDANTS:**

Dated: September 26, 2016

**s/ Michael W. Skojec**  
MICHAEL W. SKOJEC  
Senior Counsel (Proposed *Pro Hac* Admittee)  
Ballard Spahr LLP  
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**ATTACHMENT A**  
**NALS ASSISTANCE ANIMAL 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. A reasonable accommodation may include a change or exception to a rule, policy or procedure that is needed because of a person's disability, or it may be a physical change to a unit or common area. NALS properties are committed to granting reasonable accommodations to its rules, policies, practices, or services when such accommodations may be necessary to afford people with disabilities an equal opportunity to use and enjoy their dwellings, as required by federal law. It is the general policy at all NALS properties to provide reasonable accommodations to individuals with disabilities whenever an individual has a disability and there is a disability-related need for the requested accommodation. A disability-related need for a requested accommodation exists when there is an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

One common type of reasonable accommodation is allowing a resident with a disability to keep an assistance animal in his or her apartment unit. An assistance animal is any animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. NALS properties recognize the importance of allowing assistance animals necessary to provide individuals with disabilities an equal opportunity to use and enjoy their apartment home. Residents with assistance animals are exempt from all pet fees and pet rent requirements at NALS properties.

One of our chief concerns at NALS properties is the safety of our residents. To that end, NALS currently maintains a breed restriction list that lists the breeds of dogs that are not normally allowed on our properties. NALS believes that these animals are more dangerous than others and pose a higher risk to the health and safety of other residents and employees. However, our goal is not to prevent residents with disabilities from living with their assistance animals, and dogs on the restricted breed list are allowed as a reasonable accommodation at NALS properties. If any animal, including an animal from the restricted breeds list, shows signs of being a threat to the health and safety of others at a NALS property, then NALS may take steps to minimize the risk to other individuals, such as requiring the resident to leash and/or muzzle the animal at all times when outside of the resident's apartment, or to remove the animal from the property. Residents are solely responsible for the actions of their animal, including damage to property or injury to other persons.

NALS properties will accept reasonable accommodation requests from persons with disabilities and those acting on their behalf. It is NALS' policy to seek only the information necessary to verify whether the resident in need of a reasonable accommodation is a person with a disability and/or to evaluate if the reasonable accommodation is necessary to provide the resident an equal opportunity to use and enjoy his or her apartment unit. The required forms, which, include (1) a Request for Accommodation: Assistance Animal Form and (2) a Healthcare Provider's Verification Form, should be returned to the leasing office after they have been

completed. If you require assistance in completing any of these forms, please contact the leasing office. In certain circumstances, NALS properties may consider other documentation in lieu of the required forms as evidence of a person's disability and/or evidence of the disability-related assistance the animal provides.

Upon returning the required forms, NALS will make a decision on your request within seven (7) business days. In the event we need additional information to make a determination, we will promptly advise you of the information needed. If we grant your reasonable accommodation request, you will receive a letter so indicating. If we deny your reasonable accommodation request, we will provide you with a letter stating any and all of the reasons for the denial.

If an individual with a disability believes that his or her reasonable accommodation request has been denied unlawfully or a response has been unreasonably delayed, then he or she may file a complaint by writing or calling any of the following:

U.S. Department of Housing and Urban Development  Office of Fair Housing and Equal Opportunity  Denver Regional Office 1670 Broadway Denver, CO 80202  1-800-765-9372 <a href="http://hud.gov/complaints/">http://hud.gov/complaints/</a>	Disability Law Center 205 North 400 West Salt Lake City, Utah 84103 1-800-662-9080  <a href="http://disabilitylawcenter.org/">http://disabilitylawcenter.org/</a>
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**ATTACHMENT B**  
**REQUEST FOR ACCOMMODATION: ASSISTANCE ANIMAL FORM**

Date: \_\_\_\_\_ Property: \_\_\_\_\_

Resident's Name: \_\_\_\_\_ Unit #: \_\_\_\_\_

Name of Animal (if known): \_\_\_\_\_ Breed of Animal (if known): \_\_\_\_\_

This Property is willing to grant reasonable accommodations for a waiver of the limitation on the number of animals permitted per unit, a waiver of the pet deposit/rent, or a waiver of the restriction on dangerous breeds list at the Property to a resident who has a disability when the animal may be necessary to afford a resident with disabilities an equal opportunity to use and enjoy their dwelling, as required by federal, state and local law. The resident is solely responsible for the actions of their animal, including damage to property or injury to other persons.

☐ I hereby request a waiver of the pet deposit and/or pet rent as a reasonable accommodation for my assistance animal.

☐ I hereby request a waiver of the property's limitation on the number of animals it permits in a rental unit as a reasonable accommodation for my assistance animal[s].

☐ I hereby request a waiver of the dangerous breed restrictions as a reasonable accommodation for my assistance animal and agree to the following:

1. If the animal shows any sign of being a threat to the health and safety of others at the Property, management may ask me to take some action to reduce or eliminate the risk of threat by the reasonable accommodation. This may include keeping the animal on a leash and muzzled at all times when outside of my unit, or other corrective steps.
2. If the threat or risk posed by the animal cannot be eliminated, my permission to have the animal in my unit may be cancelled or withdrawn and the animal will have to be removed from the property.

In order to receive an accommodation from the pet deposit and/or pet rent, the limitation on the number of animals permitted in a rental unit, and/or a waiver from the breed restriction list, I agree to obtain verification from my health care provider which states the following:

1. I am a person with a disability; and
2. The assistance animal will provide me with some type of disability-related assistance (i.e. the animal will alleviate one or more of the symptoms, effects, or limitations of my disability).

\_\_\_\_\_  
Resident's Signature

**ATTACHMENT B**  
**HEALTHCARE PROVIDER VERIFICATION FORM**

Date: \_\_\_\_\_ To: \_\_\_\_\_ (the "Property")

Provider's Name: \_\_\_\_\_ Office Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_ ("Resident") is my patient and has been under my care. I understand that the Resident is requesting to have an assistance animal as a reasonable accommodation as described on page 1 of this form.

The Property is willing to grant requests for reasonable accommodation for animals in appropriate circumstances. The purpose of this form is to assist us as a housing provider in determining whether the Resident named above is a person with a disability and whether an assistance animal will provide some type of disability-related assistance to this individual.

In connection with Resident's residency at the Property, please provide the following verification regarding his/her request for a reasonable accommodation for an assistance animal:

1. \_\_\_\_\_ I am familiar with Resident's disability and with its functional limitations.
2. \_\_\_\_\_ In my opinion, the Resident's condition meets the definition of a disability. (A disability is a physical or mental impairment that substantially limits one or more major life activities.)
3. \_\_\_\_\_ In my opinion, the animal can provide the Resident with some type of disability-related assistance (i.e. the animal will alleviate one or more of the symptoms, effects, or limitations of the Resident's disability).

\_\_\_\_\_  
(Healthcare Provider's Signature)

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

**ATTACHMENT C**  
**LIST OF WEBPAGES**

1. Pinnacle Highland Apartments - <http://www.mypinnaclehighlandapartments.com/>
2. Cobble Creek Apartments - <http://www.mycobblecreekapartments.com/index.aspx>
3. Sky Harbor Apartments - <http://www.myskyharborapartments.com/>

**ATTACHMENT D**

**LETTER TO EMPLOYEES CONCERNING SETTLEMENT  
IN UNITED STATES V. NALS APARTMENT HOMES, LLC, ET AL.**

**To Management Company Employees at Pinnacle Highland Apartments, Cobble Creek Apartments and Sky Harbor Apartments:**

In early 2014, claims were brought against Nevins/Adams Properties, Inc. and various other companies related to the four properties owned and/or managed in Salt Lake City, Utah. The claimants alleged that the forms used by management for accommodating requests for assistance animals and for the waiver of breed restrictions were an unreasonable burden on persons with disabilities. They claimed that the forms had too much emphasis on the potential dangers with the animals and the health care providers' understanding of the danger and liabilities. Ultimately, after about two years of investigation and negotiation, HUD concluded that the forms were burdensome and therefore discriminatory. Rather than NALS proceeding with the lawsuit to justify the use of the forms, the NALS companies settled the claims without admitting to any discriminatory conduct. That settlement is described in a Consent Order which was filed in the case. This letter is to summarize for all employees what the Consent Order says and requires.

First, the Order confirms that all of the companies and their employees and agents are prohibited from engaging in any discriminatory housing practice. The NALS companies have always sought to comply with all anti-discrimination laws and this effort should continue.

Second, a new "NALS Assistance Animal Reasonable Accommodation Policy" with new forms is being immediately implemented at your properties and shall be prominently displayed at the rental offices and on the properties' websites. Although the NALS entities have periodically made changes to the assistance animal policy and forms to better comply with the law, the new policy and forms are the only ones to be used from this time forward. You are being provided with copies of the new policy and forms with this letter. You need to read and understand them. You will also need to sign the attached certification form to show that you have read them and read this letter and will comply with your obligations. The Consent Order will be effective for three years and all new employees during that time will also need to read and certify.

Third, each of you will be required to attend an in-person education and training program regarding the disability discrimination provisions of the Fair Housing Act. That training will be scheduled within the next 60 days.

Fourth, the NALS companies will be reporting on all of the activities required by the Consent Order and will be discussing any future changes to the policy or forms during the three year term of the Order. Any complaint, oral or written, regarding alleged discrimination based on someone's disability must be promptly reported to the Department of Justice by NALS. Likewise, any denial of a housing application, decision not to renew a lease, termination of a lease, or denial of a reasonable accommodation related to a person with an assistance animal must also be reported. Therefore, if you are aware of any of these occurrences at one of your properties, you should promptly contact the General Counsel for NALS and report it. All records or documents related to these occurrences must be preserved until you are told otherwise.

Fifth, a fund is being established to allow the Court to compensate persons who may have been harmed by the prior policies or forms. A notice will be published and letters mailed to residents so that they are aware that they may apply. The fund is limited and, once paid out, no more monies will be paid to those who claim they were harmed. If any resident asks about this, refer them to the contact person in the ad and letter.

This summarizes the terms of the Consent Order as it applies to your job duties. If you have any questions, please talk to your supervisor or contact the NALS General Counsel. We appreciate your cooperation and help with this.

**ATTACHMENT E**  
**CERTIFICATION OF RECEIPT OF SUMMARY OF CONSENT ORDER AND**  
**THE NALS ASSISTANCE ANIMAL REASONABLE ACCOMMODATION POLICY**

I certify that I have received a summary of the notice and enforcement provisions of the Consent Order entered by the United States District Court for the District of Utah in *United States v. NALS Apartment Homes, et al.*, Case No 2:16-cv-\_\_\_\_\_ (D. Utah) and a copy of the NALS Assistance Animal Reasonable Accommodation Policy. I further certify that I have read and understand them, that any questions I had concerning the Consent Order and the Policy were answered, and that I understand that the Defendants may be sanctioned or penalized if I violate the Consent Order and/or the Policy.

I understand that federal law and NALS' policy prohibit discrimination against individuals on the basis of disability, including discrimination based on the type of disability an individual may have. I understand that federal law and NALS' policy also prohibit refusing to make reasonable accommodations in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability equal opportunity to use and enjoy housing.

With this understanding, I agree that, as a condition of my employment, agency, or contractual relationship involving a NALS property, I shall comply with the Consent Order and all applicable laws and NALS' policies in carrying out my employment, agency or contract duties.

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

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

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

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

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

**ATTACHEMENT F**  
**NOTICE TO POTENTIAL AGGRIEVED PERSONS**

On [date of entry of Consent Order], the United States District Court for District of Utah entered a Consent Order resolving a lawsuit brought by the United States against NALS Apartment Homes, LLC, *et al.*, (“the Defendants”) concerning alleged housing discrimination at Pinnacle Highland Apartments, located at 7673 S. Highland Drive, Cottonwood Heights, Utah; Cobble Creek Apartments, located at 5251 Cobble Creek Road, Salt Lake City, Utah, Sky Harbor Apartments, located at 1876 North Temple Road, Salt Lake City, and Thornhill Park Apartments, located at 1680 Thornhill Drive, Salt Lake City, Utah (collectively “the Charged Properties”). The lawsuit alleged that the Defendants violated the Fair Housing Act at the Charged Properties by treating tenants with disabilities and prospective tenants with disabilities less favorably than tenants who do not have disabilities and by failing to provide reasonable accommodations as required by the Fair Housing Act for certain tenants with disabilities who sought to live with their assistance animals.

The Consent Order also establishes a Settlement Fund to make payments to compensate persons who are victims of this type of alleged discrimination. You may be entitled to a monetary award from the Settlement Fund if you (1) are an individual with a disability; (2) have lived or sought to live at one of the Charged Properties; and (3) were denied the opportunity to live with your assistance animal, including a restricted breed animal, or received a substantially delayed decision in response to your request to live with your assistance animal, including a restricted breed animal.

If you believe you may be a victim based on the above criteria, or if you have information about someone else whom you believe may qualify, please contact the United States Department of Justice, no later than [120 days after date of entry of Consent Order], at: 1-800-896-7743 and select menu option 994. You may also send an email to [fairhousing@usdoj.gov](mailto:fairhousing@usdoj.gov) or write to:

United States Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
950 Pennsylvania Avenue  
Washington, D.C. 20530  
Attn: DJ# 175-77-394

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

**ATTACHMENT G**  
**RELEASE BY AGGRIEVED PERSONS**

In consideration of the parties' agreement to the terms of the Consent Order entered in *United States v. NALS Apartment Homes, et al.*, Case No 2:16-cv-\_\_\_\_\_ (D. Utah) in the United States District Court for the District of Utah, Central Division and of the payment of \$\_\_\_\_\_ to me pursuant to that Consent Order, I hereby release all of the Defendants, including all of their employees, agents, officers, directors, affiliated entities, owners of the properties, successors-in-interest, and insurers, 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 specifically alleged in this 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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

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