

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF MISSISSIPPI  
OXFORD DIVISION**

**UNITED STATES OF AMERICA  
PLAINTIFF**

**VS.**

**CIVIL ACTION NO.: 3:21-CV-192-MPM-JMV**

**RUREDY808, LLC;  
FRANK SAVAGE**

**DEFENDANTS**

**CONSENT DECREE**

**I. INTRODUCTION**

On August 30, 2021, the United States filed this action on behalf of Robert Martin ("Mr. Martin" or "the Complainant") to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619 (the Fair Housing Act). The complaint alleges that Frank Savage and Ruredy808, LLC ("Ruredy808") discriminated against Mr. Robert Martin on the basis of disability by attempting to evict Complainant from the rental property owned by Defendant Ruredy808 due to Complainant having a service animal, in violation of Defendant Ruredy808's "no pets policy".

Ruredy808 represents that it no longer owns the subject property in this case and that it no longer is in the business of operating rental housing. Frank Savage represents that he has not owned or managed any rental property in the United States since January 14, 2021.

The parties agree that this Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o). The parties further agree that to avoid costly and protracted litigation, the claims against the Defendants should be resolved without further proceedings or a trial. Therefore, as indicated by the signatures below, the parties agree to the entry of this Consent Decree.

The United States and Defendants agree to the entry of this Consent Order. This

Consent Order constitutes full resolution of the claims in the United States' Complaint in this case against Defendants.

Nothing within this Order constitutes an admission of liability or wrongdoing on the part of the Defendants, nor any infirmity in the claims of the United States.

It is hereby **ORDERED, ADJUDGED, AND DECREED:**

## **II. GENERAL INJUNCTION**

1. The Defendants, their officers, agents, employees, representatives, successors and assigns and all other persons in active concert or participation with them are enjoined from:

- a. Discriminating against any person in the rental, or otherwise making unavailable or denying, a dwelling to a renter because of a disability, in violation of 42 U.S. C. § 3604(f)(1);
- b. Discriminating against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of disability, in violation of 42 U.S.C. § 3604(f)(2);
- c. Refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford persons with a disability equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B);
- d. Making, printing, or publishing, or caused to be made, printed, or published, any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on disability, or an intention to make any such

preference, limitation, or discrimination, in violation of 42 U.S.C. § 3604(c); and

- e. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his/her having exercised or enjoyed, or on account of his/her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Act, in violation of 42 U.S.C. § 3617.

### **III. RELIEF TO AGGRIEVED PERSONS**

2. Robert Martin and Defendants have entered into a separate settlement agreement resolving the issues set forth in Martin's Complaint filed in Case No. 3:20-CV-264-MPM-RP, which is consolidated with the present case.

### **IV. PROVISIONS REGARDING DEFENDANTS RUREDY808, LLC AND FRANK SAVAGE**

3. Throughout the term of this Decree, if Frank Savage or Ruredy808 begins residential rentals on any property they currently own or subsequently acquire, they shall take the actions listed in the following paragraphs in this Section.
4. Prior to beginning such rentals, provide written notice to counsel for the United States.
5. Within ten (10) days after beginning such rentals, post and prominently display in their rental and management offices in locations that are easily visible to residents and prospective residents, and at all other places on said properties in which announcements or vacancies are posted, a sign no smaller than ten inches by fourteen inches (10" x 14") indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that includes the content required by 24 C.F.R. § 110.25 and otherwise comports with 24 C.F.R. Part 110 will

satisfy this requirement.

6. Within ten (10) days after beginning such rentals, ensure that all advertising in newspapers, telephone directories, radio, television, the Internet, or other media, and on signs, pamphlets, brochures and other promotional literature, includes a fair housing logo and the following sentence:

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.

The words and logo should be prominently placed and easily legible.

7. Within thirty (30) days after beginning such rentals, adopt and implement specific, uniform and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations. These standards shall comply with the requirements of 42 U.S.C. § 3601, *et seq.*, and shall include the following elements:

- a. A provision describing where and how Ruredy808 and/or Frank Savage will accept and process requests for accommodations in their rules, policies, practices, or services;
- b. A provision stating that each request for reasonable accommodation and response thereto shall be fully documented by Ruredy808 and/or Frank Savage;

- c. A provision stating that all requests for accommodation shall be acknowledged, in writing, within fourteen (14) days of Ruredy808 and/or Frank Savage's receipt of an oral or written request;
- d. A provision stating that Ruredy808 and/or Frank Savage shall notify those requesting a reasonable accommodation in writing of their decision regarding the request for accommodation within thirty (30) days of Ruredy808 and/or Frank Savage's receipt of the request; if Ruredy808 and/or Frank Savage deny a request, they shall include an explanation of the basis for such denial in this written notification;
- e. A provision stating that Ruredy808 and/or Frank Savage will retain the final written decision regarding the reasonable accommodation request in their files;
- f. A provision stating that Ruredy808 and/or Frank Savage will consider all requests for accommodations because of disability and shall grant those requests that are reasonable and necessary within the meaning of the Fair Housing Act; and
- g. A provision stating that Ruredy808 and/or Frank Savage shall not impose any additional fees or costs, or otherwise retaliate against any person who has exercised his or her right under the Fair Housing Act to make one or more reasonable accommodation requests.

8. Within thirty (30) days after beginning such rentals, provide a copy of the reasonable accommodation policy to each current resident of the property or properties, by delivering a copy by hand to each dwelling unit.

9. Within thirty (30) days after beginning such rentals, provide a copy of the reasonable accommodation policy to all prospective tenants at the time of application, to each new tenant at the time he or she signs his or her initial lease, and to each new employee at the time of hire.

10. Within thirty (30) days after beginning such rentals, post and prominently display the reasonable accommodation policy in their rental and management offices in locations that are easily visible to residents and prospective residents, and at all other places on their property or properties where announcements or vacancies are posted.

11. Keep written records of each request for reasonable accommodation they receive during the duration of this Consent Decree. These records shall include:

- a. the name, address, and telephone number of the person making the request;
- b. the date on which the request was received;
- c. the nature of the request;
- d. whether the request was granted or denied; and
- e. if the request was denied, the reason(s) for the denial.

12. Provide copies of this Decree to all of their agents and employees whose duties, in whole or in part, involve the management of rental units, within ten (10) days after they begin employment or agency with Ruredy808 and/or Frank Savage, and secure the signed statement, conforming to Appendix A, from each agent or employee acknowledging that he or she has received and read, and understands the Decree, and has had his or her questions about the Decree answered. The questions shall be answered by Ruredy808 and/or Frank Savage or their counsel.

13. Within thirty (30) days and sixty (60) days prior to the expiration of this Decree,

submit to the United States a compliance report as provided by this section.

The compliance reports shall include:

- a. copies of any advertisements, pamphlets, brochures, or other promotional literature concerning Ruredy808 and/or Frank Savage's rental property;
- b. copies of the records regarding reasonable accommodation requests referred to in paragraph 11 above; and
- c. the signed statements and certifications of each agent and employee referred to in paragraph 12 above.

14. For the duration of this Decree, Ruredy808 and/or Frank Savage shall notify counsel for the United States, in writing, within fifteen (15) days of receipt of any complaint of housing discrimination against them or any of their agents or employees. Such notification shall include the date of the complaint, a copy of any written complaint or a description of the verbal complaint, and contact information (including mailing addresses and daytime and evening telephone numbers) for the complaining party. Within fifteen (15) days of the resolution of any such complaint, Ruredy808 and/or Frank Savage shall notify counsel for the United States, in writing, of the details of the resolution.

15. For the duration of this Decree, Ruredy808 and/or Frank Savage shall preserve all records related to this Decree and any other documents related to the management or rental of units at their property or properties. Such documents include, but are not limited to, applications, leases, tenant files, policies and procedures and unit availability logs. Upon reasonable notice to Ruredy808, and/or Frank Savage, representatives of the United States shall be permitted to inspect and copy any of Ruredy808 and/or Frank Savage's records and inspect their offices at any and all reasonable times so as to determine compliance with the Consent

Decree; provided, however, that the United States shall endeavor to minimize any inconvenience to Ruredy808 and/or Frank Savage from such inspections.

**V. DURATION OF DECREE AND TERMINATION OF LEGAL ACTION**

16. The Court shall retain jurisdiction for one (1) year after the entry of this Decree to enforce the terms of the Decree, at which time the case shall be dismissed with prejudice. Prior to the expiration of the Decree's term, the United States may move the Court to extend the duration of the Decree for good cause, including on the basis of either Defendant's failure to comply with a provision of the Decree.

17. The parties shall endeavor in good faith to resolve informally any differences regarding the interpretation of and compliance with this Decree prior to bringing such matters to the Court for a resolution. However, in the event of a failure by either Defendant to perform in a timely manner any act required under this Decree or otherwise to act in violation of any provision thereof, the United States may more 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, and an award of any damages, costs, and reasonable attorney's fees that may have been occasioned by the violation or failure to perform.

**VI. TIME FOR PERFORMANCE**

18. Any time limits for performance imposed by this Consent Decree may be extended by the mutual, written agreement of the United States and the Defendants.

**VII. COSTS OF LITIGATION**

19. Each party to this Consent Decree shall bear its own costs and attorney's fees associated with this litigation.

IT IS SO ORDERED, this 16<sup>th</sup> day of July, 2023.



HONORABLE MICHAEL P. MILLS  
UNITED STATES DISTRICT JUDGE

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

**FOR THE PLAINTIFF THE UNITED STATES:**

CLAY JOYNER  
UNITED STATES ATTORNEY



JOHN E. GOUGH, JR.  
Assistant United States Attorney  
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**FOR THE DEFENDANTS FRANK SAVAGE AND RUREDY808, LLC.:**



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P.O. Box 1220  
Tupelo, MS 38802-1220

**APPENDIX A**

**EMPLOYEE ACKNOWLEDGMENT**

I acknowledge that on \_\_\_\_\_, 20\_\_, I received a copy of the Consent Decree entered by the Court in *United States v. Frank Savage and Ruredy808 Development, LLC*, Civil Action No. 3:21-CV-00192-MPM-RP (N.D. Miss.), and the reasonable accommodation policy of Ruredy808 Development, LLC. I have read and understand the Consent Decree and the reasonable accommodation policy, and have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Date