

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 13-C-1358

ALLEGRO APARTMENTS, LLC
and ASYA MUSHINSKY

Defendants.

CONSENT DECREE

INTRODUCTION

1. The United States filed this action on December 2, 2013 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 to 3631.

2. The United States' Complaint alleges that the Defendants Allegro Apartments, L.L.C., and Asya Mushinsky denied aggrieved persons Juliane and Charles Quella the reasonable accommodation of an assistance animal. The United States further alleges that, as a result of these actions, aggrieved persons the Quellas were denied an equal opportunity to use and enjoy an apartment unit at the Allegro Apartments.

3. On or about May 2, 2013, Juliane and Charles Quella filed a fair housing complaint with the United States Department of Housing and Urban Development (HUD) alleging that Defendants had discriminated and retaliated against them on the basis of Julianne Quella's disability.

4. As required by the Fair Housing Act, 42 U.S.C. § 3610(a) and (b), the Secretary of HUD investigated the complaint made by the Quellas, attempted conciliation without success, and prepared a final investigative report. Based on information gathered in his investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g)(2)(A), determined that reasonable cause exists to believe that illegal discriminatory housing practices occurred. Therefore, on or about September 26, 2013, the Secretary issued a Determination of Reasonable Cause and Charge of Discrimination pursuant to 42 U.S.C. § 3610(g)(2)(A), and charged the Defendants with discrimination under the Fair Housing Act, including under 42 U.S.C. §§ 3604(f)(1)(A), 3604(f)(3)(B), and 3604(c).

5. On October 17, 2013, the Quellas elected to have the claims asserted in HUD's Charge of Discrimination 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 aggrieved persons Juliane and Charles Quella, pursuant to 42 U.S.C. § 3612(o).

6. The parties agree that, to avoid costly and protracted litigation, the claims against Defendants should be resolved without further proceedings or a trial. This Consent Decree resolves the United States' claims in its Complaint against the Defendants.

INJUNCTION

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

a. Discriminating against persons the rental of a dwelling, or 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)(1)(A);

b. Refusing to make reasonable accommodations in rules, policies, practices, or services at Allegro Apartments 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 statements with respect to the rental of a dwelling that indicates a limitation or discrimination because of a disability, in violation of 42 U.S.C. § 3604(c).

POLICY CONCERNING REQUESTS FOR ASSISTANCE ANIMALS

8. No later than thirty (30) days after the date of entry of this Consent Decree, Defendant Allegro Apartments, L.L.C. and Asya Mushinsky shall submit for approval to the United States¹ a proposed reasonable accommodation policy. The proposed policy shall, at a minimum, include the information contained in Attachment A.

9. Within fourteen (14) days of the United States' approval of the proposed policy, Defendant Allegro Apartments L.L.C. shall adopt the policy (the New Policy) and notify in writing each resident of Allegro Apartments of the adoption and implementation of the New Policy. Notice shall be sent via first-class mail, postage prepaid, to each tenant of the property.

10. No later than fourteen (14) days after adoption of the New Policy, Defendant Allegro Apartments L.L.C. shall publicly post the New Policy in a prominent location at Allegro Apartments building.

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

12. No later than fourteen (14) days after adoption of the New Policy, Defendant Allegro Apartments L.L.C. shall apprise each of Allegro Apartment L.L.C members, officers, directors, employees, agents, and any other persons responsible for the rental of units at or

¹ For purposes of the Consent Decree, documents to be sent to United States shall be addressed as follows: Assistant United States Attorney Lennie A. Lehman, United States Attorney's Office, 517 East Wisconsin Avenue, Room 530, Milwaukee, Wisconsin 53202.

management of Allegro Apartment building of each 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 Allegro Apartment L.L.C. shall furnish each such member, officer, director, employee, agent, or other person with a copy of this Consent Decree. Each member, officer, director, 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 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.

13. During the term of this Consent Decree, new members, officers, directors, employees, or agents who have responsibility related to the management of or rental of units at Allegro Apartments building(s) shall be (a) 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 five (5) days following their first day of employment.

MANDATORY EDUCATION AND TRAINING

14. Within sixty (60) days of the Entry of this Consent Decree, Defendant Asya Mushinsky, and Defendant Allegro Apartments L.L.C.'s employees, agents, and members, shall attend, at Defendant Allegro Apartment's expense, a training program regarding the Fair Housing Act, including its disability discrimination provisions. The training shall be conducted by a qualified third party, approved by the United States, and unconnected to Defendants, their employees, agents, or counsel.

15. 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 matters covered in the course, and the length of the course and/or time within which the course was complete.

NONDISCRIMINATION POLICIES

16. Within fourteen (14) days of the date of entry of this Consent Order and throughout its term, Defendant Allegro Apartments L.L.C. shall post and prominently display within Defendant Allegro Apartments L.L.C.'s management office, within the offices of all management officials, and in a prominent location on the premises at Allegro Apartments building, 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. Part 110 will satisfy this requirement.

17. Throughout the term of this Consent Decree, Defendant Allegro Apartments L.L.C. shall ensure that any new advertising for Allegro Apartments building 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.

REPORTING AND RECORD-KEEPING

18. Defendants Allegro Apartments L.L.C. and Asya Mushinsky shall notify and provide documentation to the United States of the following events within fourteen (14) days of their occurrence:

- a. The adoption of the New Policy;
- b. The written notice to Allegro Apartments building residents required in Paragraph 9;
- c. The posting of the New Policy required in Paragraph 10;
- d. Executed copies of Attachment B;
- e. The training attended pursuant to Paragraph 14, including the certification required in Paragraph 15;
- f. Any change to Defendant Allegro Apartment L.L.C.'s rules or practices affecting the keeping of assistance animals at Allegro Apartment building;
- g. Any denial by Defendant Allegro Apartment L.L.C. of a request by a Allegro Apartment building 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 the reason(s) for its denial; and

h. Any written or oral complaint against any of the 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.

19. During the effective period of this Decree, Defendants shall preserve all records relating to their obligations under this Consent Decree. 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 Decree.

RELIEF FOR AGGRIEVED PERSONS

20. No later than fourteen (14) days after the date of entry of this Consent Decree, Defendants shall pay the total sum of eight thousand and five hundred dollars (\$8,500) in monetary damages to aggrieved persons Juliane and Charles Quella by delivering two checks payable to Juliane and Charles Quella each in the amount of four thousand and two hundred and fifty dollars (\$4,250.00), to counsel for the United States. Said checks shall be paid on December 15, 2013 and January 15, 2014.

21. As a prerequisite to receiving such payment, Juliane and Charles Quella shall execute and deliver to counsel for the United States a release of all claims, legal or equitable, that they may have against Defendants relating to the claims asserted in this lawsuit. Such release shall take the form of Attachments C and D. Counsel for the United States shall

deliver the original release form to counsel for Defendants.

JURISDICTION, DURATION, MODIFICATION, AND REMEDIES

22. 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).

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

24. 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.

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

26. 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 Defendants 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 occasioned by the violation or failure to perform.

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

JAMES L. SANTELLE
United States Attorney

By:

December 2, 2012
Date

/s/ Lennie A. Lehman
LENNIE A. LEHMAN
Assistant United States Attorney

November 19, 2013
Date

/s/ Asya Mushinsky
ASYA MUSHINSKY for
Allegro Apartments, L.L.C.

November 19, 2013
Date

/s/ Asya Mushinsky
ASYA MUSHINSKY, Individually

Dated at Milwaukee, Wisconsin this 8th day of January, 2014.



AARON E. GOODSTEIN
U.S. Magistrate 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. Allegro Apartments L.L.C. is committed to granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy a dwelling at Allegro Apartments L.L.C.'s apartment building.

Reasonable accommodations may include waiving or varying Allegro Apartments L.L.C.'s 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 Allegro Apartments L.L.C.'s policies, and Assistance Animals will be governed by this policy and not Allegro Apartments L.L.C.'s pet policy. Allegro Apartments L.L.C. recognizes the importance of Assistance Animals and is dedicated to ensuring that Allegro Apartments L.L.C.'s apartment building 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, Allegro Apartments L.L.C. must determine whether the animal provides assistance needed by that resident to afford him or her an equal opportunity to enjoy living at Allegro Apartments building(s). 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 Allegro Apartments L.L.C. 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, Allegro Apartments L.L.C. may require a written statement from a health or social service professional² indicating:

- i. That the applicant has a disability,³ and

²"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.

³ Under fair housing laws, a person with a disability is defined as a person who has a

- ii. That the animal would provide emotional support or other assistance 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, Allegro Apartments may require compliance with either of the two preceding paragraphs, but not both.

Allegro Apartments 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 be trained as an emotional support animal 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, Allegro Apartments 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 Allegro Apartments 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, Allegro Apartments has a "Form to Request An Assistance Animal" (attached to this Policy) which a person with a disability can use to make a reasonable

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.

accommodation request for an Assistance Animal.

If the applicant requires assistance in completing the form, the Property Manager, on-site property caretaker or his or her designee will provide assistance or will fill out the form based on an oral request. Allegro Apartments 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, Allegro Apartments will provide a response within fourteen days. Prior to denying a request, Allegro Apartments will attempt to engage in an interactive process with the person making the request in which the parties may discuss possible alternative accommodations that might effectively meet the person's disability-related needs. Allegro Apartments 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/pagHUD903Fom1.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. Allegro Apartments L.L.C. (Allegro Apartments) is committed to granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy a dwelling at Allegro Apartments.

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 Allegro Apartments 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 Allegro Apartments, please complete this form and return it to the on-site caretaker or the Allegro Apartments management office. Please check all items that apply and answer all questions. Allegro Apartments will answer this request in writing within 14 days. All information provided to Allegro Apartments 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. I am (please check one):

The person who has a disability and is requesting an Assistance Animal. If so, continue to Question 4.

A person making a request on behalf of or assisting the person with a disability who needs an Assistance Animal. Please fill out the information below:

Name of person filling out the 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. Is the person with a disability who is requesting an Assistance Animal doing so so that he or she can have an equal opportunity to use and enjoy a dwelling at Allegro Apartments?

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:

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 Wisconsin in *United States of America v. Allego Apartments L.L.C. and Asya Mushinsky*, Civil Action 13-CV-1358. 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 one or both of the Defendants may be sanctioned or penalized if I violate the Decree.

(Signature)

(Printed Name)

(Title)

(Date)

ATTACHMENT C

Release

In consideration of the Consent Order entered in *United States of America v. Allegro Apartments L.L.C., and Asya Mushinsky*, Civil Action No. 13-CV-1358 and upon payment in full in the amount of eight thousand and five hundred dollars (\$8,500.00) due no later than January 15, 2014 pursuant to that Consent Order, we, Juliane and Charles Quella, hereby release Defendants named in this action (Civil Action No. 13-CV-1358) from any and all liability for any claims, legal or equitable, we may have against Defendants arising out of the issues alleged in the action as of the date of the entry of the Consent Decree. We fully acknowledge and agree that this release of Defendants shall be binding on our heirs, representatives, executors, successors, administrators, and assigns. We hereby acknowledge that we have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Date

Juliane Quella

Date

Charles Quella