

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Case No.: 4:22-cv-00768-FJG
)	
SARAH HANNAH and)	
LA MAISON INVESTMENT, LLC,)	
)	
Defendants.)	

CONSENT DECREE

I. INTRODUCTION

1. The United States filed a Complaint in this action (the “Civil Action”) on November 21, 2022 to enforce the provisions of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 to 3631 (the “Fair Housing Act”). The United States alleges that the Defendants in the Civil Action, Sarah Hannah (“Hannah”) and La Maison Investment, LLC (“La Maison”) (together, “Defendants”), denied Taci Adkins (“Adkins”) the reasonable accommodation of an assistance animal and committed other violations of the Fair Housing Act. Defendants denied these allegations and asserted defenses.

2. At all times relevant to the Complaint, Hannah owned and managed the residential rental property located at 700 N.E. 68th Street, Gladstone, Missouri (the “subject property”).

3. Adkins filed a complaint with the U.S. Department of Housing and Urban Development (“HUD”) on or about January 8, 2021, alleging she was discriminated against based on her disability. The complaint was subsequently amended.

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 Adkins, attempted conciliation without success, and prepared a final investigative report. Based on information gathered in the investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g), determined that reasonable cause exists to believe that illegal discriminatory housing practices occurred. On October 12, 2022, the Secretary issued a Determination of Reasonable Cause and Charge of Discrimination pursuant to 42 U.S.C. § 3610(g) and charged the Defendants with discrimination under the Fair Housing Act, 42 U.S.C. §§ 3604(f)(2), (f)(3)(B), and 3617.

5. On October 25, 2022, the Defendants 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 Civil Action on behalf of aggrieved person, Taci Adkins, pursuant to 42 U.S.C. § 3612(o). The Defendants deny that they violated the Fair Housing Act with regard to Adkins.

6. This Consent Decree is neither an admission of liability by the Defendants nor a concession by the United States that its claims are not well founded.

7. References herein to properties owned or managed by Defendants include properties owned or managed by either of the Defendants; and provisions herein that apply to such properties, and the obligations of Defendants herein, apply to either of the Defendants who is an owner or manager of a residential property.

II. AGREEMENT

8. The Parties agree that, to avoid the delay, uncertainty, and cost of protracted litigation, the claims against Defendants should be resolved without further

proceedings or a trial. This Consent Decree resolves the United States' claims against the Defendants in the Civil Action.

III. INJUNCTION

9. Defendants, their officers, agents, employees, and all other persons or entities in active concert or participation with them, are, with respect to the rental of dwellings owned or managed by them, hereby enjoined during the duration of this Consent Decree, from:

- a. Discriminating against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provisions of services or facilities connected with such dwelling, because of disability, in violation of 42 U.S.C. § 3604(f)(2);
- b. Refusing to make reasonable accommodations in rules, policies, practices, or services 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. Coercing, intimidating, threatening or interfering with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act, in violation of 42 U.S.C. § 3617.

IV. POLICY CONCERNING REQUESTS FOR ASSISTANCE ANIMALS

10. No later than thirty (30) days after the date of entry of this Consent Decree, Defendants shall adopt the reasonable accommodation policy set forth in Attachment A

(the “Reasonable Accommodation Policy”) for implementation at all dwellings owned or managed by Defendants. (Doc. 11-1).

11. The Reasonable Accommodation Policy, once adopted, shall supersede all existing policies, procedures, and resolutions concerning or affecting approval of reasonable accommodations at dwellings owned or managed by Defendants.

12. Within forty-five (45) days after the date of entry of this Consent Decree, Defendants shall notify in writing each resident of dwellings owned or managed by Defendants of the adoption and implementation of the Reasonable Accommodation Policy. Notice shall be sent via first-class mail, postage prepaid, to each tenant of the properties.

13. Within thirty (30) days after the date of entry of this Consent Decree, Defendants shall post and prominently display the Reasonable Accommodation Policy in each and every location where activity related to the management or rental of dwellings occurs.

14. No later than fourteen (14) days after adoption of the Reasonable Accommodation Policy, Defendants shall apprise each of their employees, agents, and any other persons responsible for the rental of units at a dwelling owned or managed by Defendants of each person’s obligations under this Consent Decree, including but not limited to the Reasonable Accommodation Policy, and 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 Decree. Each employee, agent, or other person covered by this paragraph shall sign a statement in the form of Attachment B. (Doc. 11-1). acknowledging that he or she has received and read, and understands, the Consent

Decree and its attachments, 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.

15. During the term of this Consent Decree, new employees, or agents who have responsibility related to the management of or rental of units at dwellings owned or managed by Defendants, shall be: (a) apprised of the contents of this Consent Decree, including but not limited to the Reasonable Accommodation Policy, and of their obligations under the Fair Housing Act, 42 U.S.C. §§ 3601-3631, when their term, employment, or agency commences; (b) provided copies of this Consent Decree and the Reasonable Accommodation Policy; and (c) required to execute the statement contained in Attachment B (Doc. 11-1) no later than five (5) days following their first day of employment.

V. MANDATORY EDUCATION AND TRAINING

16. Within ninety (90) days of the entry of this Consent Decree, Defendants and their employees, agents, and members who have responsibility related to the management of or rental of units at a dwelling owned or managed by Defendants shall attend, at the Defendants' expense, a training program lasting at least 2 hours 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.

17. Defendants shall obtain from the trainer or training entity certificates of attendance signed by each individual who attended the training. The certificate shall include the name of the course, the date the course was taken, the subject matters covered in the course, and the length of the course and/or time within which the course was completed.

18. Within ninety (90) days of the entry of this consent decree, Defendants shall provide signed statements attesting that they have reviewed their obligations under the Fair Housing Act to ensure they do not discriminate against tenants and their family members with disabilities by reading guidance documents located at https://www.hud.gov/program_offices/fair_housing_equal_opp/fheo_guidance, including but not limited to FHEO Notice: FHEO-2020-01 Issued January 28, 2020, "Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act" (Attachment C), "Joint Statement from HUD And DOJ On Reasonable Accommodations under the Fair Housing Act" (Attachment D), "Joint Statement from HUD and DOJ on Reasonable Modifications under the Fair Housing Act" (Attachment E), and the Uniform Federal Accessibility Standards which can be found at [UFAS \(1984\) \(access-board.gov\)](#), and regulations governing Fair Housing Act violations at 24 C.F.R., Part 100. (See Doc. 11-1 for attachments).

VI. NONDISCRIMINATION POLICIES

19. Within fourteen (14) days of the date of entry of this Consent Order and throughout its term, either of the Defendants who at any place of business conducts rental activity or has personal contact with applicants for rental of property owned or managed by that Defendant shall, pursuant to 24 C.F.R. Part 110, post and prominently display at such place of business a Fair Housing Poster, in the form of Attachment F (a) and F (b). (Doc. 11-1); see also https://www.hud.gov/sites/documents/DOC_7802.PDF
https://www.hud.gov/sites/documents/FAIR_HOUSING_POSTER_SP.PDF

20. Throughout the term of this Consent Decree, Defendants shall ensure that any new advertising for rental units 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.

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

VII. REPORTING AND RECORD-KEEPING

21. During the term of this Consent Decree, Defendants shall notify and provide documentation to the United States of the following events within fourteen (14) days of their occurrence:

- a. The training attended pursuant to Paragraph 16, including the certification required in Paragraph 17;
- b. Any change to any of Defendants’ rules or practices affecting assistance/support animals at the property;
- c. Any denial by Defendants of a request by a tenant or prospective tenant 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;
- d. Any conditions proposed or imposed by Defendants on a tenant or prospective tenant who keeps or requests 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 any proposed conditions; and
- e. Any written complaint alleging disability discrimination in housing received by Defendants, including a copy of the written complaint itself 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.

22. During the term of this Consent 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.

VIII. MONETARY DAMAGES AND EQUITABLE RELIEF

23. Defendants shall pay the sum of Five Thousand dollars (\$5,000) to Adkins, payable in twelve payments as follows: (1) \$499.90 within one month of entry of this Consent Decree; and (2) then eleven monthly payments of \$409.10, with each payment due within 30 days of the prior payment. The payments shall be made payable to Taci Adkins and delivered to the United States Attorney's Office for the Western District of Missouri in Kansas City, Missouri at 400 East 9th Street, Room 5510, Kansas City, MO 64106. Defendants will be jointly and severally liable for making these payments.

24. As a prerequisite to receiving such payment, Adkins shall execute a release to Defendants in the form of Attachment I. (Doc. 11-1). Counsel for the United States shall deliver the original release form to counsel for Defendants concurrently with receipt of the payment referred to in the previous paragraph.

25. On September 7, 2021, La Maison was awarded a judgment of rent, possession and damages against Adkins in case number 21CY-CV00183 in the Circuit Court of Clay County, Missouri, Associate Circuit Division (the "Clay County Judgment" and the "Clay County Court"). Beginning no later than 14 days after entry of this Consent Decree, Defendants shall make a good faith effort to cause the Clay County Judgment to

be vacated and expunged. Such effort shall include, but not be limited to, filing a motion in the Clay County Court for such vacatur and expungement. The draft joint motion attached hereto as Attachment G, if accepted by the Clay County Court, may be used for this purpose. (Doc. 11-1). If the Clay County Judgment is vacated, Defendants will also make a good faith effort to have any record of the Clay County Judgment and the action that resulted in it expunged from Case.net. Compliance with this paragraph does not necessarily require Defendants publicly to disclose this Consent Decree; however, in the event that the Clay County Court or a judge thereof, or any agent or official of Case.net, requests submission of this Consent Decree, Defendants will comply with such request.

26. Hannah, on behalf of La Maison, shall within 14 days of the date of entry of this Consent Decree, execute and deliver to Adkins the letter addressed “To Whom it May Concern,” attached hereto as Attachment H. (Doc. 11-1). Upon future inquiries to Hannah or La Maison concerning Adkins’ tenancy with La Maison, they will not make representations inconsistent with Attachment H. (Doc. 11-1).

IX. JURISDICTION, DURATION, MODIFICATION, AND REMEDIES

27. 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).

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

29. This Court shall retain jurisdiction over this action and the parties thereto for the duration of this Decree for the purpose of enforcing its terms. This Decree shall be in effect for a period of eighteen (18) months from its effective date. The Defendants understand that the expiration of this Consent Decree does not terminate their obligation to comply with the Fair Housing Act.

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

31. 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.

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

IT IS SO ORDERED.

Date: August 8, 2023
Kansas City, Missouri

S/ FERNANDO J. GAITAN, JR.
Fernando J. Gaitan, Jr.
United States District Judge