

**UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON**

**UNITED STATES OF AMERICA,**  
Plaintiff,

**Case No. 3:08-CV-1106-MO**

v.

**RONALD A. LUCAS and R.A. LUCAS  
DEVELOPMENTS, LLC,**  
Defendants.

**AMENDED STIPULATED ORDER  
OF SETTLEMENT**

**I. INTRODUCTION AND NATURE OF ACTION**

The United States filed a Motion for An Order to Show Cause regarding allegations of violations of the Consent Decree. Defendants deny that they have violated the Consent Decree. Nevertheless, the Parties, as a result of settlement discussions, have resolved their differences and have agreed that this action should be settled by entry of this Stipulated Order, instead of litigation. Therefore upon stipulation of Counsel, IT IS HEREBY ORDERED as follows:

**A. Injunctive and Affirmative Relief:** Defendants shall adopt and modify their “Rules and Regulations Regarding Assistance Animals at McCormick Park Apartments” as provided in Attachment 1 to this Order. Defendants shall provide a copy of Attachment 1 to all current tenants within ten (10) days of this order by U.S. Mail.

**B. Monetary Damages:** Defendants shall pay a total of \$1,500 in damages in lieu of litigating this matter. Of this total, \$1,000 shall be paid to the Fair Housing Council of Oregon, \$250 to Ms. Connie Eubank, and \$250 to Shelly Eubank. Plaintiffs agree this total amount fully satisfies the claims in their Motion for an Order to Show Cause. Defendants shall mail, by certified mail, separate checks in the specified amounts above to Plaintiff’s counsel within ten (10) days of this order at the following address:

United States Attorney’s Office  
Attn: Adrian L. Brown, AUSA  
1000 SW Third Avenue, Suite 600  
Portland, Oregon 97204

**C. Notice of Compliance:** Within 14 days of compliance with subparagraphs “A” and “B” above, Defendants shall provide written confirmation of their compliance to Plaintiff’s counsel at the above address.

**D. Extension of Court Jurisdiction:** This Court shall retain jurisdiction over the Consent Decree and Defendants through October 14, 2013 to enforce its terms. Either the United States or Defendants may request the Court to extend this duration as the interests of justice so require. All terms of the Consent Decree remain in effect until further order of this Court.

## **II. MISCELLANEOUS**

**A.** All parties shall bear their own costs and expenses of litigation, including attorneys’ fees, concerning this Order.

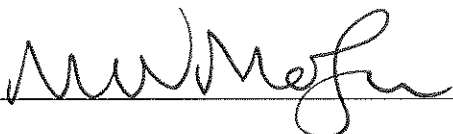
B. The terms of this Order shall be binding upon the present and future directors, employees, agents, administrators, successors, representatives, and assigns of McCormick Park Apartment, and upon the heirs, successors, and assigns of Defendants.

C. In the interest of conserving time and expense, the parties stipulate that this matter should be resolved without further litigation. Therefore, as indicated by the signatures below, the parties agree to the entry of this Order. Resolution of this matter through this Stipulated Order is not to be construed as an admission of liability by any party.

D. The parties stipulate that this Order resolves all known issues between the parties at this time.

E. The effective date of this Order shall be the date upon which it is entered by the Court.

ORDERED this 26 day of March, 2012



MICHAEL W. MOSMAN  
United States District Judge

It is so stipulated:

S. AMANDA MARSHALL  
United States Attorney  
District of Oregon

/s/ Adrian L. Brown  
ADRIAN L. BROWN  
Assistant United States Attorney  
Attorneys for Plaintiff

/s/ Robert A. Lucas  
ROBERT A. LUCAS  
Attorney for Defendants

## **Rules and Regulations Regarding Assistance Animals At McCormick Park Apartments**

1. Inasmuch as the McCormick Park Apartment complex is a "No Pets" complex property, tenants and/or prospective tenants must request and receive approval by management for a reasonable accommodation to the "no pets" policy pursuant to the Federal Fair Housing Act and the publicly filed consent decree in the United States District Court for the District of Oregon in case 08-CV-1106-MO, in order to keep and maintain an assistance animal in the tenant's dwelling unit. Only Ron Lucas, or his designee may approve a reasonable accommodation.
2. An assistance animal means an animal that does work or performs tasks for the benefit of a person with a physical disability, or that may be necessary as a reasonable accommodation to assist, support, or provide service to persons with a mental disability.
3. Procedure for a tenant to request a reasonable accommodation for an assistance animal.
  - a. Tenant or prospective tenant must first request a reasonable accommodation from management for a modification of the no pet policy to allow the assistance animal to live in the tenant's dwelling. Current tenant must request accommodation prior to bringing assistance animal on premises.
  - b. If the physical or mental disability is not readily apparent, management may require a statement from a licensed health professional indicating:
    - (1) That the applicant has a physical or mental disability;
    - (2) A description of the disability;
    - (3) Why the designated animal is necessary as a reasonable accommodation to assist, support, or provide service to the applicant; and
    - (4) A description of how the disability substantially limits one or more of the applicant's major life activities.
  - c. If an assistance animal is trained to do work or perform tasks for the benefit of a person with a physical disability that is readily apparent, management may request documentation of the assistance animal's training, which may include a statement by the individual with the disability.
  - d. In some cases, not routinely, where the mental or physical disability is not

obvious and management reasonably believes more information is needed beyond the licensed health care professional's statement as referred to above, management may request additional supporting documentation to evaluate whether the accommodation is needed. In most cases, medical records or other detailed information about the disability is not necessary to determine whether a reasonable modification will be approved. Such additional information shall remain confidential.

4. The tenant must comply with the licensing requirements of the City of St. Helens. The management may request the tenant provide a copy of the license or a receipt for same no earlier than 30 days after the reasonable modification is approved.

5. Management may take a colored photo of the animal for their records. Either the tenant may provide a color photo, or if the tenant has no means of doing this, management will take the photo at no charge to tenant.

6. Assistance animals that are dogs or cats must have a functioning flea collar or some alternate flea prevention measures as recommended by a veterinarian.

7. Tenant is responsible for removing and disposing in a sealed plastic bag all feces passed by the animal. Tenant must not allow it to urinate on the private property of others such as car tires, white vinyl fencing, siding, landscaping, etc.

8. Tenant will be liable for urination stains, scratching on carpet, doors or walls and animal smell in the carpet and pads throughout the residence. Management may conduct an inspection for damage as allowed by the Oregon Landlord Tenant Act. Oregon Revised Statute Section 90.322 allows inspections only during reasonable times, and after providing 24 hour actual notice to tenant. Tenant will be required to replace carpet and padding if necessary to remove any animal smell or stains. If odor or stains are made to the press board or plywood floor underneath, then tenant must paint the floor with an odor/stain sealer primer before replacing the carpet and pad. Doors must be replaced if scratches cannot be removed. Any damage done by chewing by the animal must be repaired. Under Oregon law, ORS 90.392, tenant must repair all damage within 30 days of receiving written notice from management.

9. Tenant must prevent their assistant animal from disturbing the quiet enjoyment of the neighbors.

10. Management may post a sign in the public area of the apartment complex where other apartment rules are posted that states: "Tenants may have no animals on premises except authorized assistance animals with prior authorization of management." Tenants must not interfere with the sign. This purpose of this sign is to inform the continually changing tenants in the apartment complex that the animal has

special permission under the law to be allowed on the premises and to prevent the assumption by other tenants that pets can be allowed on the premises because the manager is not enforcing the rule. Management may not post any notice to single out any tenant with a disability.

11. Management may require a statement no more frequently than annually that the tenant still has a disability and that the conditions still exist to require the assistance animal as an accommodation as specified in the original statement from the licensed health care professional.