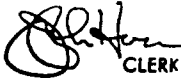


FILED

JAN 07 2016


CLERK

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA
SOUTHERN DIVISION

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)
)
ROBERT CHRISTENSEN, LINDA)
CHRISTENSEN, and VIKING)
VILLAS, LLC,)
)
Defendants.)
_____)

CIVIL ACTION NO. 4:15-cv-04146-KES

CONSENT ORDER

I. INTRODUCTION

1. This action was filed by the United States to enforce the provisions of the Fair Housing Act, 42 U.S.C. §§ 3601–3631 (“FHA”). The United States filed this action on September 18, 2015, on behalf of Chelsy Walsh, pursuant to 42 U.S.C. § 3612(o).
2. The United States’ Complaint alleges that Robert Christensen, Linda Christensen, and Viking Villas, LLC (“Defendants”), the owners and managers of Viking Villas, denied Chelsy Walsh an exception to the no-pet policy to allow her to have an assistance animal as a reasonable accommodation for her disability.
3. 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 Order resolves the United States’ claims in its Complaint against Defendants.

II. GENERAL INJUNCTION

4. Defendants, their agents, employees, and all other persons in active concert or participation with them, are hereby enjoined from:
 - a. Discriminating against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection with such a dwelling, because of a disability of that person, in violation of 42 U.S.C. § 3604(f)(2); and
 - 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).

III. REASONABLE ACCOMMODATION POLICY

5. No later than thirty (30) days after the date of entry of this Consent Order, Defendants shall submit for approval to the United States¹ a proposed reasonable accommodation policy, including any proposed assistance animal policy. The proposed policy shall, at a minimum, include the information contained in Attachment A.
6. No later than ten (10) days after adoption of the policy referenced in Paragraph 5, Defendants shall post the reasonable accommodation policy in the Viking Villas rental office and in other conspicuous locations on the property. The Viking Villas lease will continue to include a statement informing new tenants of the opportunity

¹ For purposes of this Consent Order, documents to be sent to the United States shall be addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, DJ No. 175-69-47, U.S. Department of Justice, 950 Pennsylvania Avenue NW – G Street, Washington, DC 20530, or as otherwise directed by the United States or its counsel.

to request a reasonable accommodation to the no-pet policy.

7. During the term of this Consent Order, new employees or agents who have responsibility related to renting or managing the units that Defendants own and/or manage shall (a) be apprised of the contents of this Consent Order, including the reasonable accommodation policy, and of their obligations under the Fair Housing Act, 42 U.S.C. §§ 3601–3631, when their employment or agency commences; (b) be provided copies of this Consent Order and the reasonable accommodation policy, and (c) execute the statement contained in Attachment B no later than five (5) days following their first day of employment.

IV. FAIR HOUSING TRAINING

8. Within nine (9) months of the entry of this Consent Order, Defendants and any of Defendants' employees, agents, and any other persons responsible for the management of Defendants' rental properties shall attend, at Defendants' expense, a training program regarding the Fair Housing Act and, in particular the FHA disability discrimination provisions. The training shall be conducted by a qualified third party, approved by the United States, and unconnected to Defendants or their employees, agents, or counsel.
9. Defendants shall obtain from the trainer or training entity certificates of attendance signed by the trainer for 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 completed.

V. NONDISCRIMINATION POLICIES

10. Within thirty (30) days of the date of entry of this Consent Order and throughout its term, Defendants shall post and prominently display within their rental office 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.
11. Throughout the term of this Consent Order, Defendants shall ensure that any new advertising for the rental units that they own and/or manage 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."

VI. REPORTING AND RECORD-KEEPING

12. For the duration of this Consent Order, Defendants shall, within 15 days of their occurrence, notify and provide documentation to the United States of the following events:
 - a. The adoption and implementation of the policy referenced in Paragraph 5;
 - b. Executed copies of Attachment B;
 - c. The training attended pursuant to Section IV, including a certification executed by the trainer(s) confirming attendance;

- d. Any change to Defendants' rules or practices affecting reasonable accommodation requests made by residents;
 - e. Any denial by Defendants of a request by a resident or prospective resident for a reasonable accommodation, including the resident's name, address, and telephone number, and the details of the request and reason(s) for its denial; and
 - f. Any written or oral complaint against 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.
13. Defendants shall submit annually on the anniversary date of the entry of this Consent Order, except that the last report shall be provided 60 days before the Decree is scheduled to expire, a written report that includes the following information:
- a. The information contained in Paragraph 11, if not yet reported; and
 - b. For every request made for a reasonable accommodation during the preceding year:
 - i. The name and address of the person making the request;
 - ii. The date of the request;
 - iii. The type or kind of requested accommodation and the type of disability it is intended to address;
 - iv. All documents provided to Defendants in support of this request; and

v. The disposition of the request.

14. Defendants shall preserve all records relating to the following:
 - a. Complaints against them or their agents or employees of discrimination in housing on the basis of disability; and
 - b. Defendants' receipt and processing of requests for reasonable accommodations by residents.
15. 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 Order.

VII. MONETARY DAMAGES

16. No later than fifteen (15) days after the date of entry of this Consent Order, Defendants shall pay the sum of \$6,000 in monetary damages to Chelsy Walsh by delivering a check in that amount, payable to Chelsy Walsh, to counsel for the United States.
17. As a prerequisite to receiving such payment, Chelsy Walsh shall execute and deliver to counsel for the United States a release of all claims, legal or equitable, that he or she may have against Defendants relating to the claims asserted in this lawsuit. Such release shall take the form of Attachment C. Counsel for the United States shall deliver the original release form to counsel for Defendants.

VIII. JURISDICTION, DURATION, MODIFICATION AND REMEDIES

18. 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). This Consent Order is effective immediately upon its entry by the

Court.

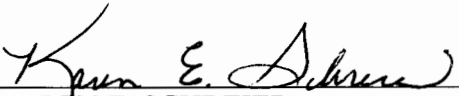
19. This Court shall retain jurisdiction over this action and the parties thereto for the duration of this Order for the purpose of enforcing and modifying its terms. This Order shall be in effect for a period of three (3) years from its effective date. The United States may move the Court to extend the period in which this Order is in effect if it believes that any Defendant has likely violated one or more terms of this Order or if the interests of justice otherwise require an extension.
20. Any time limits for performance imposed by this Order may be extended by mutual written agreement of the parties.
21. The parties to this 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 Defendants fail to perform in a timely manner any act required by this 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, including, but not limited to, an order requiring performance or non-performance of certain acts and an award of damages, costs, and reasonable attorney's fees that may have been occasioned by Defendants' violation or failure to perform.
22. Each party shall be responsible for their own attorney's fees and costs, except as otherwise provided in this Order.
23. The parties agree that, as of the date of this Order, litigation is not "reasonably foreseeable" between the United States and Defendants concerning the matters described in paragraphs 1 and 2. To the extent that of the United States previously

implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in paragraphs 1 and 2, it is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves the parties of any other obligation imposed by this Order.

IT IS SO ORDERED.

Dated this 7th day of January, 2016.

BY THE COURT:


KAREN E. SCHREIER
UNITED STATES DISTRICT 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.² If a prospective resident, resident or member of a prospective resident or resident's household has a disability, he/she may request a reasonable accommodation. Reasonable accommodations are changes, exceptions, or adjustments to a rule, policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

It is preferred that all reasonable accommodation requests be submitted in writing to Viking Villas, LLC. Request forms for reasonable accommodations are available at _____. If a prospective resident, resident or household member has difficulty filling in the form, a representative of Viking Villas will assist him or her in completing the form. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Viking Villas shall notify the requester in writing of the decision regarding the request within 10 days of the completed written request. If Viking Villas cannot grant the request made, it will engage in open discussions and/or engage in the interactive process with the resident or prospective resident in an effort to provide an alternate accommodation that satisfies the request. In the event the interactive process is unsuccessful, resulting in the denial of the request, an explanation of the basis for such denial shall be included in the written notification. 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/pagHUD903Form.jsp>

² 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. Physical or mental impairments include, but are not limited to, orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, bipolar disorder, cancer, heart disease, diabetes, HIV, intellectual disabilities, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. The term "substantially limits" suggests that the limitation is significant to a large degree. The term "major life activity" means those activities that are of central importance to daily life, including but not limited to seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking.

ATTACHMENT B

CERTIFICATION OF RECEIPT OF CONSENT DECREE

I certify that I have received a copy of the Consent Order entered by the United States District Court for the District of South Dakota in *United States v. Christensen*, No. 4:15-cv-04146-KES. I further certify that I have read and understand the Order, that any questions I had concerning the Order were answered, and that I understand that the Defendant may be sanctioned or penalized if I violate this Order.

(Signature)

(Printed Name)

(Title)

(Date)

ATTACHMENT C

RELEASE

In consideration for the parties' agreement to the terms of the Consent Order entered in *United States v. Christensen*, No. 4:15-cv-04146-KES (D.S.D.), and Defendants' payment to me of six thousand dollars (\$6,000.00), pursuant to the Consent Order, I hereby agree, effective upon receipt of payment, to remise, release, and forever discharge any and all claims of any kind, nature or description whatsoever, related to the facts at issue in the litigation referenced above, or in any way related to that litigation, up to and including the date of execution of this release, that I may have against Defendants Robert Christensen, Linda Christensen, and Viking Villas, LLC.

I acknowledge and understand that by signing this Release and accepting this payment, I am waiving any right to pursue my own legal action based on the discrimination alleged by the United States in this action.

I also acknowledge that I have been informed that I may review the terms of this Release with an attorney of my choosing, and to the extent that I have not obtained legal advice, I voluntarily and knowingly waive my right to do so.

This Release constitutes the entire agreement between Defendants and me, without exception or exclusion.

Chelsy Walsh

Date