

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

United States of America,

Case No. 20-cv-1974 (WMW/KMM)

Plaintiff,

ORDER

v.

Reese Pfeiffer; Jeanne Pfeiffer; Michael
Fruen; Jeremy Martineau; Fruen &
Pfeiffer, LLP; M. Fruen Properties, LLC,

Defendants.

This matter is before the Court on the parties' Stipulation and Joint Motion to Enforce Consent Decree ("Stipulation"). (Dkt. 84.) Having carefully reviewed the Stipulation, the Court finds clear and convincing evidence that Defendants Reese Pfeiffer, Jeanne Pfeiffer and Fruen & Pfeiffer, LLP (collectively the "Pfeiffer Defendants") have violated the terms of the Consent Decree. (Dkt. 80.) The Court, therefore, finds the Pfeiffer Defendants in civil contempt.

Based on the foregoing analysis and all the files, records and proceedings herein, **IT IS HEREBY ORDERED:**

1. For the term of the Decree, Jeanne Pfeiffer is prohibited from directly or indirectly engaging in property management responsibilities as defined by the Decree.
2. For the term of the Decree, the Pfeiffer Defendants and any approved Independent Manager may not permit their associate Shoua Xiong to perform any property management responsibilities as defined by the Decree.

3. The Pfeiffer Defendants must turn over all keys for residential rental properties to the government-approved Independent Manager.

4. The Pfeiffer Defendants shall pay \$500 per incident to the United States as a fine if on any future occasion any of the Pfeiffer Defendants engage in property management responsibilities prohibited by the terms of the Decree.

5. The Pfeiffer Defendants shall pay \$500 per incident to the United States as a fine if on any future occasion any of the Pfeiffer Defendants communicates with tenants or prospective tenants in violation of the Decree. If a tenant or prospective tenant reaches out to any of the Pfeiffer Defendants on his or her own, the Pfeiffer Defendants will immediately refer such tenants to the Independent Manager and not engage in any additional communications.

6. The Pfeiffer Defendants shall pay \$500 per incident to the United States as a fine if on any future occasion any of the Pfeiffer Defendants enters an occupied rental property as defined by the Decree.

7. The Pfeiffer Defendants shall pay \$300 per day to the United States for every day in which there is not a government-approved Independent Manager as required by Paragraph 12 of the Decree.

8. Reese Pfeiffer and Jeanne Pfeiffer shall provide the following to the United States every three months:

- a. All text messages with any current or prospective tenant of Defendants or any representative of the Independent Manager;

- b. Monthly phone records indicating all incoming and outgoing calls, including but not limited to all cell phones and landlines to which Reese Pfeiffer has access;
- c. Email correspondence with any current or prospective tenant of Defendants or any representative of the Independent Manager;
- d. A certification specifically confirming that they have complied with all Decree requirements, mirroring the certification forms stipulated to by the parties.

9. Within one month of the date of this Order, Reese Pfeiffer will change his phone number for any mobile phone line he has used to communicate with any tenant or prospective tenant, including but not limited to the line for his phone number at 763-544-3143. None of the Defendants shall have direct or indirect access to any such phone number going forward.

10. The United States may, at its discretion, request that the Pfeiffer Defendants reimburse the United States for reasonable attorneys' fees and costs incurred in enforcing the terms of the Decree, as determined by this Court.

11. As to the Pfeiffer Defendants, the non-permanent terms of the Decree are extended by 12 months, until October 25, 2027.

The Court retains jurisdiction over this matter for the purpose of enforcing the terms of the Consent Decree and this Contempt Order.

Dated: August 21, 2023

s/Wilhelmina M. Wright
Wilhelmina M. Wright
United States District Judge