

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BILLINGS DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

DANA CHRISTIAN AND
YELLOWSTONE APARTMENTS,
LLC,

Defendants.

Case No.: CV 24-86-BLG-TJC

CONSENT ORDER

I. INTRODUCTION

1. Plaintiff the United States of America (“United States”) and Defendants Dana Christian (“Christian”) and Yellowstone Apartments, LLC (collectively, the “Parties”) have agreed to resolve all allegations in the simultaneously filed Complaint by way of this Consent Order.
2. The Complaint, filed by the United States on behalf of Elena Bychkova (“Complainant”), pursuant to 42 U.S.C. § 3612(o), alleges that Mr. Christian and Yellowstone Apartments, LLC (collectively, “Defendants”) engaged in unlawful retaliation in violation of the Fair Housing Act (“FHA”), 42 U.S.C. § 3617.
3. In the Complaint, the United States alleges that from June 15, 2020, through July 31, 2020, Mr. Christian, acting as the owner, manager, and registered agent

of Yellowstone Apartments, a residential rental dwelling located at 110 North F Street in Livingston, Montana, (the “Subject Property”) violated the FHA, 42 U.S.C. § 3604 by retaliating against and interfering with the tenancy of Ms. Bychkova.

4. This Consent Order is entered into as a compromise of a disputed claim and is not an admission of liability by either Defendant.

5. The Parties agree that this Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1345, and 42 U.S.C. § 3612(o).

6. The Parties further agree that the claims against the Defendants should be resolved without further proceedings or a trial. Therefore, the Parties consent to the entry of this Consent Order.

ACCORDINGLY, it is hereby STIPULATED, ADJUDGED, and ORDERED as follows:

II. GENERAL INJUNCTION

7. Defendants are hereby enjoined from coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of any person having exercised or enjoyed, or on account of any person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act, 42 U.S.C. § 3617.

III. EDUCATION AND TRAINING

8. Within ninety (90) days of the effective date of this Consent Order, Defendant Christian will undergo live training on the FHA. Live training may include training provided by streaming or video service (e.g., Zoom). At a minimum, the training will consist of instruction on the requirements of the FHA, including the topic of retaliation, and a portion of the program will allow attendees to ask questions of the presenter. The training will be conducted by a qualified third party, independent of Defendants or their counsel, approved in advance by the United States. Any expenses associated with this training will be borne by Defendants.

9. Within fifteen (15) days of course completion, Defendant Christian will provide to counsel for the United States a certification of attendance, confirming his attendance. This certification, included as Appendix A, will include the name of the instructor, the date the course was taken, and the length of the course and/or time within which the course was completed.

IV. ADOPTION OF NONDISCRIMINATION POLICY AND COMPLAINT PROCEDURE

10. Within thirty (30) days of the effective date of this Consent Order, Defendants will provide to the United States a proposed Nondiscrimination Policy and Complaint Procedure. The Nondiscrimination Policy and Complaint

Procedure will explain the FHA and will state that the FHA prohibits retaliation against a tenant for, among other reasons, submitting a complaint under the Nondiscrimination Policy and Complaint procedure.

11. If the United States does not approve the proposed Nondiscrimination Policy and Complaint Procedure, Defendants will have fifteen (15) days from such notification to submit a revised proposed Nondiscrimination Policy and Complaint Procedure. This process will continue until a Nondiscrimination Policy and Complaint Procedure is approved by the United States. If the Parties cannot reach agreement on a Nondiscrimination Policy and Complaint Procedure after a good faith effort, any party may seek the Court's assistance, consistent with Paragraph 23.

12. Defendants may change the Nondiscrimination Policy and Complaint Procedure, provided that any change is approved by the United States prior to implementation, consistent with the process outlined in the preceding paragraph.

13. Defendants will distribute the Nondiscrimination Policy and Complaint Procedure to all employees or agents involved in performing property management responsibilities at the Subject Property within five (5) days of the United States' approval of the Nondiscrimination Policy and Complaint Procedure or within ten (10) days of the commencement of their employment or agency relationship.

14. Defendants will distribute the Nondiscrimination Policy and Complaint Procedure to every tenant of each Subject Property within fifteen (15) days of the United States' approval of the Nondiscrimination Policy and Complaint Procedure and ensure that a copy of the Nondiscrimination Policy and Complaint Procedure is attached to the lease of every new tenant at the Subject Property.

15. Defendants will provide to the United States notification and documentation of any written or oral complaint against any Defendant or any of Defendants' agents or employees related to the Subject Property, regarding alleged discrimination in housing within fifteen (15) days of receipt of the complaint.

The notification will include the full details of the complaint, including the complainant's name, address, and telephone number; the details of the complaint; and a copy of the complaint itself, if the complaint was made in writing.

Defendants will promptly provide the United States all information it may request concerning any such complaint and will inform the United States within fifteen (15) days of the substance of any resolution of such complaint.

V. ADDITIONAL RESPONSIBILITIES

16. Defendants will provide any information reasonably related to demonstrate compliance with this Consent Order that is requested by the United States.

17. Defendants will post an "Equal Housing Opportunity" sign in each office or location in which rental activity is conducted involving the Subject Property. The

sign will indicate that all dwellings are available for rent on a nondiscriminatory basis. An 11-inch by 14-inch poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. Such poster will be placed in a prominent, well-lit location where it is easily readable. Defendants may use Department of Housing and Urban Development (“HUD”) Form 928, available in English at:

<https://hud.gov/sites/documents/928.1.pdf>.

VI. RELIEF FOR COMPLAINANT

18. Defendants and Complainant have entered into a separate General Release and Settlement Agreement which fully and finally settles and releases all claims between Defendants and Complainant relating to Complainant’s tenancy with Defendants. Pursuant to the terms of that Agreement, Defendant will pay compensatory damages to the Complainant in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

19. Defendant Dana Christian will not have any contact with Complainant Elana Bychkova or her daughter, Angelina Tkacheva. In the event that Defendant inadvertently or unintentionally has any contact, Defendant will immediately discontinue contact or communication and take all reasonable steps to avoid further contact or communication. This provision is not an order of protection.

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VII. JURISDICTION, DURATION, AND SCOPE

20. This Consent Order is effective immediately upon its entry by the Court. For purposes of this Order, the phrases “effective date” and “date of this Consent Order” will refer to the date on which the Court enters this Consent Order.

21. Unless otherwise specified or extended under Paragraph 22, the provisions of this Consent Order will be in effect for a period of two (2) years from the date of this Consent Order. The Court will retain jurisdiction during this period for the purpose of enforcing or interpreting the provisions of this Consent Order, after which time the case will be dismissed with prejudice.

22. Without further order of the Court, the Parties may mutually agree, in writing, to reasonable extensions of time to carry out any provisions of the Consent Order. In addition, the United States may move the Court to extend the terms of this Consent Order in the event of noncompliance with any of its terms, or if the interests of justice so require.

23. The Parties will 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 the United States contends that there has been a failure by the Defendants, whether willful or otherwise, to perform in a timely manner any act required by this Order, or otherwise to act in conformance with any provision thereof, the United States

may move this 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 any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

VIII. MISCELLANEOUS

24. The Parties agree that as of the effective date of this Consent Order, litigation is not "reasonably foreseeable" concerning the matters described in the United States' Complaint. To the extent that any of the Parties previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described in the Complaint, they are no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any of the Parties of any other obligations imposed by this Consent Order.

25. Except as otherwise provided in Paragraph 23, above, the Parties will bear their own costs and attorneys' fees associated with this litigation.

26. This Consent Order has been approved and agreed to by both the United States and Defendants, as evidenced by the signatures below.

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UNITED STATES DEPARTMENT OF JUSTICE

/s/ Paul D. Vestal

Signer ID: WYV8660V12...
Paul Vestal of Shannon Clarke, Assistant United States Attorneys

DANA CHRISTIAN and YELLOWSTONE APARTMENTS, LLC

Grant Kelly

Signer ID: 6GQR2E0411...
Jordan Crosby or Grant Kelly, Attorneys for Defendants

Dana Christian

Signer ID: MQZXPUDF13...
Dana Christian, Individually and as a member of Yellowstone Apartments, LLC

SO ORDERED, this 9th day of August, 2024.



TIMOTHY J. CAVAN
United States Magistrate Judge