

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 16-cv-37

APPLEWOOD of CROSS PLAINS, LLC,
WILLIAM RANGUETTE, and CANDACE
WOOD,

Defendants.

CONSENT DECREE

I. INTRODUCTION

1. The United States filed a Complaint in the United States District Court for the Western District of Wisconsin to enforce the provisions of Title VIII of the Civil Rights Act of 1968 (the "Fair Housing Act" or Act), as amended by the Fair Housing Act Amendments Act of 1988, 42 U.S.C. §§ 3601-3619. The United States initiated the action on behalf of Laura Doty, Brenda Doty, and Sandie Kisting, pursuant to 42 U.S.C. §§ 3612(o) and 3614(a).

2. The Complaint alleges that at all relevant times, defendant Applewood of Cross Plains, LLC ("ACP"), a Wisconsin Limited Liability Corporation, owned Applewood Apartments, located at 2704 Military Road, Cross Plains, Wisconsin 53528 (the "Subject Property"), and that defendant William Ranguette ("Ranguette") had an ownership interest in ACP and was authorized to act on its behalf. Furthermore, between November 2013, and June 2014, defendants ACP and Ranguette employed defendant Candace Wood

("Wood") (collectively "Defendants") to serve as an agent and the resident manager of the Subject Property.

3. The Subject Property contained 15 rental units, including 12 two-bedroom apartments and 3 one-bedroom apartments, and is a "dwelling" within the meaning of 42 U.S.C. § 3602(b).

4. The United States' Complaint alleges that Laura Doty and Brenda Doty (collectively the "Dotys") are persons with disabilities within the meaning of the Fair Housing Act, 42 U.S.C. § 3602(h), as Laura Doty has cerebral palsy and a visual impairment, and Brenda Doty has Down Syndrome. The Complaint also alleges that Sandie Kisting ("Kisting") is a close friend of the Dotys and has served as the representative payee for the Dotys' Social Security benefits from November 2013, to the present. Ms. Kisting also frequently serves as an advocate for the Dotys, and assists them with things such as finding housing, communicating with others on their behalf, shopping, and running errands.

5. The United States alleges that defendants ACP and Ranguette discriminated against the Dotys, who were residents of Applewood Apartments, and denied rights to a group of persons that raises an issue of general public importance: by refusing to renew the Dotys' lease because of their disabilities; and by demanding that the Dotys develop a "plan" to deal with Brenda Doty's disability-related behavior and pressuring the Dotys to move. Furthermore, the United States alleges that all Defendants discriminated against the Dotys by failing to fulfill their duty to take prompt action to correct and end the disability-related harassment of the Dotys by other tenants.

6. On or about February 4, 2015, Laura Doty timely filed a complaint with the United States Department of Housing and Urban Development (“HUD”), on behalf of herself and Brenda Doty, alleging discrimination on the basis of disability. She also filed amended complaints with HUD on May 12, 2015, and September 9, 2015. Laura Doty is the court-appointed guardian of her daughter Brenda.

7. Pursuant to 42 U.S.C. §§ 3610(a) and (b), the Secretary of HUD conducted and completed an investigation of the complaint, attempted conciliation without success, and prepared a final investigative report. Based upon the information gathered in the investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g)(2)(A), determined that reasonable cause existed to believe that illegal discriminatory housing practices had occurred because of disability. As a result, on September 30, 2015, the Secretary issued a Charge of Discrimination, pursuant to 42 U.S.C. § 3610(g)(2)(A), charging that the defendants had engaged in discriminatory practices, in violation of the Fair Housing Act, as amended.

8. On October 22, 2015, defendant ACP elected to have the claims asserted in HUD’s Charge of Discrimination decided in a civil action pursuant to 42 U.S.C. § 3612(a).

9. The Defendants deny that they discriminated against the Dotys on the basis of disability and enter into this Consent Decree for settlement purposes only, and neither the entry of this Consent Decree nor any action taken under it should be construed as an admission by the Defendants of any fault or wrongdoing, nor an admission by the United States that its claims are not well founded. Defendant Candace Wood further represents

that she is no longer employed or engaged in the business of managing any rental properties.

10. The parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 3612(o) and 3614(a). The parties further agree that, to avoid costly and protracted litigation, they have chosen to resolve this matter through a negotiated settlement. Therefore, as indicated by the signatures below, the parties agree to the entry of this Consent Decree. This Consent Decree constitutes full resolution of the claims alleged in the Complaint.

It is hereby ADJUDGED, ORDERED, and DECREED:

II. GENERAL INJUNCTIVE RELIEF

11. The Defendants, their agents, employees, officers, or contract workers whose duties, in whole or in part, involve the management or rental of dwellings, and all other persons in active concert or participation with them, are enjoined from violating the Fair Housing Act on the basis of disability and from:

a. discriminating in the management or rental, or otherwise making unavailable or denying, a dwelling to any person because of disability, in violation of 42 U.S.C. § 3604(f)(1);

b. discriminating against any person in the terms, conditions, or privileges of a management or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of disability, in violation of 42 U.S.C. § 3604(f)(2);

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; and

d. retaliating against any person in violation of section 818 of the Act if the person asserts his or her right to an equal opportunity to use and enjoy a dwelling without being subject to disability-related harassment, 42 U.S.C. § 3617.

III. SPECIFIC INJUNCTIVE RELIEF

12. Upon entry of this Consent Decree, defendants ACP and Ranguette shall implement the Nondiscrimination Policy appearing at Appendix A at Applewood Apartments, and at all properties owned or managed by defendants ACP and Ranguette, for the duration of the Consent Decree.

13. Within thirty days from the date of entry of this Consent Decree and throughout the term of this Consent Decree, defendants ACP and Ranguette shall post and prominently display at Applewood Apartments, and at all properties owned or managed by defendants ACP or Ranguette that have a rental office or common areas, a sign no smaller than 10 inches by 14 inches indicating that all dwellings are available for sale or rental on a non-discriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. This poster shall be plainly visible to all persons, including those who use wheelchairs.

14. Within thirty days from the date of entry of this Consent Decree and throughout the term of this Consent Decree, defendants ACP and Ranguette shall, at all properties owned or managed by defendants ACP or Ranguette, ensure that any advertising for dwellings, in newspapers, telephone directories, radio, television, the internet or other media, and on signs, pamphlets, brochures, and other promotional literature, include a fair housing logo. The following language shall also be included in any advertising materials and in any rental application, using letters of equal or greater size to those of the text or in the body of the document:

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 should be prominently placed and clearly legible.

IV. TRAINING AND EDUCATIONAL PROGRAM

15. Within thirty days from the entry date of this Consent Decree, defendants ACP and Ranguette shall provide a copy of this Consent Decree and the Nondiscrimination Policy to all of their agents, employees, or contract workers whose duties, in whole or in part, involve the management or rental of units at Applewood Apartments, and at all properties owned or managed by defendants ACP or Ranguette, and secure a signed statement from each agent or employee acknowledging that he or she has received and read the Consent Decree and Nondiscrimination Policy, and has had an opportunity to have questions about the Consent Decree and policy answered. This statement shall be substantially in the form of Appendix B.

16. During the term of this Consent Decree, within thirty days after the date he or she commences an agency or employment relationship with defendants ACP or Ranguette, each new agent, employee, or contract worker whose duties, in whole or in part, involve the management or rental of units at Applewood Apartments, and at all properties owned or managed by defendants ACP or Ranguette, shall be given a copy of this Consent Decree and the Nondiscrimination Policy and be required to sign the statement acknowledging that he or she has received and read the Consent Decree and Nondiscrimination Policy, and had an opportunity to have questions about the Consent Decree and policy answered. This statement shall be substantially in the form of Appendix B.

17. Within ninety days from the entry date of this Consent Decree, the Defendants and all of their agents, officers, employees, or contract workers whose duties, in whole or in part, involve the management or rental of units at Applewood Apartments, and at all properties owned or managed by defendants ACP or Ranguette, shall undergo training on the requirements of the Fair Housing Act, including the duty to ensure that individuals with disabilities have the right to an equal opportunity to use and enjoy the property and are not subjected to disability-related harassment. The training shall be conducted in-person by a qualified third-party, who is unconnected to defendants ACP or Ranguette, or any of their employees, agents, or counsel, and approved by the United States. All expenses associated with this training shall be borne by defendants ACP and Ranguette. Defendant Candace Wood is exempt from the training requirements of this Paragraph unless she becomes employed or engaged in the business of managing any

rental properties. Defendants ACP and Ranguette shall provide to the United States, within thirty days after the training, the name(s), address(es), and telephone number(s) of the trainer(s); copies of the training outlines and any materials distributed by the trainers; and certifications executed by each defendant, covered employees, and agents confirming their attendance. In addition, each individual who receives the training shall execute the Certification of Completion of Training substantially equivalent to Appendix C.

V. MONETARY PAYMENTS

18. Within forty-five days from the entry date of this Consent Decree, Defendants shall cause to be delivered to the United States Attorney's Office for the Western District of Wisconsin a check made payable to Laura Doty in the sum of \$17,500.00, in full and final resolution of Laura Doty's claim for monetary damages under 42 U.S.C. §§ 3612(o)(3) and 3613(c)(1). Upon receipt of the check, counsel for the United States on behalf of Laura Doty shall promptly provide the defendants an executed Release of All Claims (*see* Appendix D), legal or equitable, that Laura Doty has or might have against the defendants arising from the allegations raised in this action.

19. Within forty-five days from the entry date of this Consent Decree, Defendants shall cause to be delivered to the United States Attorney's Office for the Western District of Wisconsin a check made payable to Brenda Doty in the sum of \$17,500.00, in full and final resolution of Brenda Doty's claim for monetary damages under 42 U.S.C. §§ 3612(o)(3) and 3613(c)(1). Upon receipt of the check and receiving notification of court-approval, counsel for the United States, on behalf of Laura Doty as court-appointed legal guardian for Brenda Doty, shall promptly provide to the defendants an

executed Release of All Claims (*see* Appendix E), legal or equitable, that Brenda Doty has or might have against the defendants arising from the allegations raised in this action.

20. Within forty-five days from the entry date of this Consent Decree, Defendants shall cause to be delivered to the United States Attorney's Office for the Western District of Wisconsin a check made payable to Sandie Kisting in the sum of \$5,000.00, in full and final resolution of Sandie Kisting's claim for monetary damages under 42 U.S.C. §§ 3612(o)(3) and 3613(c)(1). Upon receipt of the check, counsel for the United States on behalf of Sandie Kisting shall promptly provide the defendants an executed Release of All Claims (*see* Appendix F), legal or equitable, that Sandie Kisting has or might have against the defendants arising from the allegations raised in this action.

21. The defendants shall send the payments to the following address:

United States Department of Justice
United States Attorney's Office
222 West Washington Avenue
Suite 700
Madison, WI 53703

VI. REPORTING AND RECORD-KEEPING REQUIREMENTS

22. Within ninety days from the entry date of this Consent Decree, and thereafter on the anniversary of the entry date of this Consent Decree, defendants ACP and Ranguette shall submit to the United States a compliance report, except that the final report shall be submitted sixty days prior to the expiration of this Consent Decree. The compliance report shall include: (a) the signed statement of each agent, employee, or contract worker referred to in paragraphs 15 and 16, above; (b) copies of the Nondiscrimination Policy described in Section III, above; and (c) copies of any

advertisements, pamphlets, brochures, or other promotional literature of Applewood Apartments, and all other rental properties owned or managed by defendants ACP or Ranguette.

23. For the duration of this Consent Decree, defendants ACP and Ranguette shall notify counsel for the United States, in writing, within fifteen days of receipt of any oral or written complaint of housing discrimination against the defendants or any of their agents, employees, or contract workers. Such notification shall include the date of the complaint, and contact information for the complaining party. Within fifteen days of the resolution of any such complaint, the defendants shall notify counsel for the United States, in writing, providing the details of the resolution.

24. For the duration of this Consent Decree, Defendants shall preserve all records related to this Consent Decree and any other documents related to the management or rental of units at Applewood Apartments, and at all properties owned or managed by defendants ACP or Ranguette. Such other documents include, but are not limited to, applications, leases, complaints, and evidence that each resident has been presented the Nondiscrimination Policy.

25. Upon reasonable notice to defendants ACP and Ranguette, representatives of the United States shall be permitted to inspect and copy any of defendant ACP or Ranguette's records or inspect Applewood Apartments at any and all reasonable times so as to determine compliance with the Consent Decree; provided, however, that the United States shall endeavor to minimize any inconvenience to defendants ACP and Ranguette from such inspections.

**VII. DURATION OF CONSENT DECREE AND
TERMINATION OF LEGAL ACTION**

26. The Court shall retain jurisdiction for three years after the entry date of this Consent Decree to enforce the terms of the Consent Decree, at which time the case shall be dismissed with prejudice. Prior to the expiration of the Consent Decree's term, the United States may move the Court to extend the duration of the Consent Decree for good cause, including on the basis that the Defendants have failed to comply with a provision of the Consent Decree.

27. The Parties shall endeavor in good faith to resolve informally any differences regarding the interpretation of, and compliance with, this Consent Decree prior to bringing such matters to the Court for a resolution. However, in the event of a failure by any of the Defendants or their agents, employees, officers, or contract workers to perform in a timely manner any act required by this Consent Decree or otherwise to act in violation of 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 of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorney's fees that may have occasioned by the violation or failure to perform.

VIII. TIME FOR PERFORMANCE

28. Any time limits for performance imposed by this Consent Decree may be extended by the mutual, written agreement of the United States and the Defendants.

IX. COSTS OF LITIGATION

29. With the exception of the potential for costs and attorneys' fees pursuant to Paragraph 27, above, each party to this Consent Decree shall bear its own costs and attorneys' fees associated with this litigation.

IT IS SO ORDERED:

This ____ day of _____, 2016.

UNITED STATES DISTRICT JUDGE

The undersigned apply for and consent to the entry of this Consent Decree:

Respectfully submitted,

ON BEHALF OF THE UNITED STATES

LORETTA E. LYNCH
Attorney General of the United States

/s/ Vanita Gupta
VANITA GUPTA
Principal Deputy Assistant Attorney General
Civil Rights Division

/s/ Elizabeth A. Singer
SAMEENA SHINA MAJEED
Acting Chief
ELIZABETH A. SINGER
Director, U.S. Attorney's Fair Housing Program
Housing & Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue, NW - NWB
Washington, DC 20530
(202) 514-6164 (telephone)

JOHN W. VAUDREUIL
United States Attorney

By:

Date: 1/15/2016

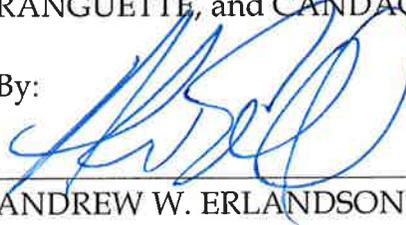


LESLIE K. HERJE

Assistant United States Attorney
Chief, Civil Division
Assistant United States Attorney
222 West Washington Avenue
Suite 700
Madison, WI 53703
(608) 264-5158 (telephone)

FOR DEFENDANTS APPLEWOOD OF
CROSS PLAINS, LLC, WILLIAM
RANGUETTE, and CANDACE WOOD

By:



Date: 1-15-16

ANDREW W. ERLANDSON
Hurley, Burish & Stanton, S.C.
33 East Main Street, Suite 400
Madison, WI 53701-1528
(608) 257-0945 (telephone)

APPENDIX A NON-DISCRIMINATION POLICY

It is the policy of Applewood of Cross Plains, LLC, and William Ranguette, to comply with Title VIII of the Civil Rights Act of 1968 (commonly known as the "Fair Housing Act") by ensuring that dwellings are available to all persons without regard to race, color, religion, national origin, disability, familial status, or sex.

This policy means, among other things, that Applewood of Cross Plains, LLC, and all agents or employees of Applewood of Cross Plains, LLC, and William Ranguette, with the responsibility of renting or managing any dwelling units must not discriminate in any aspect of the management or rental of dwellings to qualified applicants or tenants. Such agents and employees must refrain from, among other things:

- A. Discriminating in the management or rental of, or otherwise making unavailable or denying to any person because of race, color, religion, sex, familial status (having children under 18), national origin, or a disability of the resident or of any person associated with the resident;
- B. Discriminating against a person in the terms, conditions, or privileges of the management or rental of a dwelling or in the provision of services or facilities in connection with such dwelling, because of race, color, religion, sex, familial status (having children under 18), national origin, or a disability of the resident or of any person associated with the resident;
- C. Refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a resident with a disability an equal opportunity to use and enjoy a dwelling; and
- D. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his/her having exercised or enjoyed, or an account of his/her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act.

Any owner, agent, or employee who fails to comply with this Non-Discrimination Policy shall be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in unequal service, treatment or behavior to residents on the basis of race, color, religion, sex, familial status (having children under 18), national origin, or disability, may constitute a violation of state and federal fair housing laws. Any resident who believes that any of the above policies have been violated by any owner, agent or employee may contact the U.S. Department of Housing and Urban Development at 1-800-669-9777, or the United States Attorney 's Office at 608-264-5158.

APPENDIX B

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____ (date), I was provided copies of the Consent Decree entered by the Court in *United States of America v. Applewood of Cross Plains, LLC, William Ranguette, and Candace Wood*, United States District Court, Western District of Wisconsin Case Number _____, and the Nondiscrimination Policy. I have read and understand these documents, and have had my questions, if any, about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

SIGNATURE

PRINT NAME

JOB TITLE

DATE

APPENDIX C

CERTIFICATION OF FAIR HOUSING TRAINING

On _____ (date), I attended training on the Federal Fair Housing Act, including the duty to ensure that individuals with disabilities have the right to an equal opportunity to use and enjoy the property, and are not subjected to disability-related harassment. I have had all of my questions, if any, concerning the Fair Housing Act answered to my satisfaction.

SIGNATURE

PRINT NAME

DATE

APPENDIX D

RELEASE OF CLAIMS BY LAURA DOTY

In consideration of the Parties' agreement to the terms of the Consent Decree entered by the Court in *United States of America v. Applewood of Cross Plains, LLC, William Ranguette, and Candace Wood*, United States District Court, Western District of Wisconsin Case Number _____, and the Defendants' payment of the sum of \$ _____, I, Laura Doty, my heirs and assigns, hereby release and fully and forever discharge the Defendants in this action and their successors, insurers, agents and assigns, from any and all liability for any existing, pending or potential claims or causes of action, legal or equitable, I may have against them arising out of the allegations raised in this action.

DATE

LAURA DOTY
7510 Rohlich Court, #5
Middleton, WI 53562-2656

APPENDIX E

RELEASE OF CLAIMS BY BRENDA DOTY

In consideration of the Parties' agreement to the terms of the Consent Decree entered by the Court in *United States of America v. Applewood of Cross Plains, LLC, William Ranguette, and Candace Wood*, United States District Court, Western District of Wisconsin Case Number _____, and the Defendants' payment of the sum of \$ _____, I, Laura Doty, on behalf of, and as court-appointed legal guardian for Brenda Doty, Brenda Doty, and her heirs and assigns, hereby release and fully and forever discharge the Defendants in this action and their successors, insurers, agents and assigns, from any and all liability for any existing, pending or potential claims or causes of action, legal or equitable, Brenda Doty may have against them arising out of the allegations raised in this action.

DATE

LAURA DOTY, on behalf of, and as
Court-Appointed Guardian for, Brenda Doty
7510 Rohlich Court, #5
Middleton, WI 53562-2656

APPENDIX F

RELEASE OF CLAIMS BY SANDIE KISTING

In consideration of the Parties' agreement to the terms of the Consent Decree entered by the Court in *United States of America v. Applewood of Cross Plains, LLC, William Ranguette, and Candace Wood*, United States District Court, Western District of Wisconsin Case Number _____, and the Defendants' payment of the sum of \$ _____, I, Sandie Kisting, my heirs and assigns, hereby release and fully and forever discharge the Defendants in this action and their successors, insurers, agents and assigns, from any and all liability for any existing, pending or potential claims or causes of action, legal or equitable, I may have against them arising out of the allegations raised in this action.

DATE

SANDIE KISTING
7510 Rohlich Court, #7
Middleton, WI 53562-2656