

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

UNITED STATES OF AMERICA,

Plaintiff,

and

DESEREA DEBRIENZA,

Plaintiff/Intervenor

v.

METHUSELAH TREE, LLC,
ROBERT ROSS, RLR ENTERPRISES,
BRIAN BENNETT, AND HENRY IRVIN
INVESTMENTS, LLC,

Defendants.

No. 2:24-cv-204-JAW

JOINT MOTION FOR CONSENT ORDER

Plaintiff the United States of America and Defendant Methuselah Tree, LLC, (collectively, “Movants”) through undersigned counsel, jointly move for entry of the proposed Consent Order in the above-captioned action, a copy of which will further be provided to the Clerk’s Office in electronic format contemporaneously herewith.

The Movants seek to resolve fully all claims brought by Plaintiff the United States of America according to entry by the Court of the Proposed Consent Order.

As set forth in Paragraph 16 of the Proposed Consent Order, Plaintiff/Intervenor Deserea Debrienza will separately execute a release with Defendant Methuselah Tree, LLC.

The Proposed Consent Order does not resolve any of the United States' claims against Defendant Robert Ross, Defendant RLR Enterprises, Defendant Brian Bennett, or Defendant Henry Irvin Investments, LLC.

WHEREFORE, the Movants request that this Honorable Court grant their motion and enter the Proposed Consent Order.

Dated: 2/6/2025

Respectfully submitted,

DARCIE N. MCELWEE
U.S. Attorney for the District of Maine

/s/ Trevor H. Taniguchi
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On behalf of the United States

FOR DEFENDANT METHUSELAH TREE LLC:

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**[PROPOSED] CONSENT ORDER BETWEEN THE UNITED STATES
AND METHUSELAH TREE, LLC**

1. This action was filed by the United States to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619 (the “Fair Housing Act” or “FHA”).

2. The United States’ Complaint alleges that Defendant Methuselah Tree, LLC (“Methuselah”) owned and operated 2 River Street, Apartment Number 4 in Lewiston, Maine (“Subject Property 1”); Defendant Henry Irvin Investments, LLC (“Henry Irvin”), owned and operated 61 River Street, Apartment Number 3 in Lewiston, Maine (“Subject Property 2”)(collectively, the “Subject Properties”).

3. The United States' Complaint further alleges that both Defendant Methuselah and Defendant Henry Irvin employed Defendant Robert Ross ("Ross") and Defendant RLR Enterprises ("RLR") as onsite property manager of the Subject Properties. In turn, Defendant RLR employed Defendant Brian Bennett ("Bennett") to perform maintenance services at the Subject Properties.

4. The United States alleges between October 1, 2019, and July 24, 2020, Defendants Ross and Bennett engaged in a continuing and egregious pattern of quid pro quo and hostile environment sexual harassment toward Deserea Debrienza at the Subject Properties. This conduct took many forms, but broadly can be broken into inappropriate sexual comments and unwanted sexual contact. This discriminatory conduct against Ms. Debrienza was on the basis of sex and in violation of the FHA.

5. The United States alleges that Defendant Methuselah, Defendant Henry Irvin, and Defendant RLR are vicariously liable for the actions of Defendant Ross and Defendant Bennett.

6. Defendant Methuselah represents that it is no longer in the business of—and does not presently intend to re-enter the business of—owning, operating, or managing rental properties.

7. The United States and Defendant Methuselah agree that this Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3612(o), and that venue is proper under 28 U.S.C. § 1391(b).

8. The United States and Defendant Methuselah have agreed that, to avoid protracted and costly litigation, the claims against Defendant Methuselah should be resolved without further proceedings. Therefore, the United States and Defendant

Methuselah consent to the entry of this Consent Order, as shown by the signatures below. Nothing in this Consent Order shall be construed as a finding or admission of liability on the part of Defendant Methuselah.

9. This Consent Order does not resolve any of the United States' claims against Defendant Robert Ross, Defendant RLR Enterprises, Defendant Brian Bennett, or Defendant Henry Irvin Investments, LLC (the "Excluded Defendants").

ACCORDINGLY, it is hereby ADJUDGED, ORDERED, and DECREED:

10. The provisions of this Consent Order shall apply to Defendant Methuselah and its officers, agents, employees, and all other persons or entities in active concert or participation with them, except that they do not apply to any of the Excluded Defendants.

11. This Consent Order is effective immediately upon its entry by the Court. For purposes of this Consent Order, the phrases "entry of the Consent Order" and "effective date" shall refer to the date on which the Court enters the Consent Order.

12. For the term of this Consent Order, in the event that Defendant Methuselah re-enters the business of owning, operating, or managing rental properties, Defendant Methuselah shall notify the Department of Justice¹ within fifteen (15) days of re-entering the business of owning, operating, or managing rental properties.

¹ All documents or other communications required by this Consent Order to be sent to counsel for the United States shall be sent by commercial (non-USPS) overnight delivery services addressed as follows: United States Attorney's Office, District of Maine, 100 Middle Street, East Tower, 6th Floor, Portland, Maine 04101, Attn: DJ 175-34-42, or as otherwise directed by the United States.

Specifically, Defendant Methuselah shall notify counsel for the United States of the nature of Defendant Methuselah's interest in the dwelling² or property, the address of the property, the number of individual dwelling units at the property, and any other information required under the Consent Order. Defendant shall further provide a copy of the documents memorializing the transfer of interest.

13. Defendant Methuselah and its officers, agents, employees, and all other persons or entities in active concert or participation with it, are enjoined, with respect to the rental of dwellings, from:

- a. Engaging in discrimination on the basis of sex in any aspect of the rental or lease of a dwelling;
- b. Engaging in discrimination on the basis of sex in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith;
- c. Making, printing, or publishing, or causing to be made, printed, or published, any notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on sex;
- d. Coercing, intimidating, threatening, or interfering with persons in the exercise or enjoyment of, or on account of their having exercised or enjoyed, their rights granted or protected by the Fair Housing Act; or

² The term "dwelling" has the meaning set out in the Fair Housing Act, 42 U.S.C. § 3602(b).

- e. Failing or refusing to take such affirmative steps as may be necessary to prevent the recurrence of any discriminatory conduct in the future.

14. Defendant Methuselah is permanently enjoined from hiring, retaining, or otherwise using or relying on Defendant RLR, Defendant Ross, and/or Defendant Bennett for any purpose, whether or not for compensation, related to the management, operation, or maintenance of rental properties, including but not limited to property management responsibilities.

15. Defendant Methuselah will pay monetary damages in the total amount of \$35,000 to Ms. Debrienza. Payment shall be made in the form of a check and delivered to counsel for Ms. Debrienza, by overnight delivery, within fifteen (15) days of entry of this Consent Order.

16. As a prerequisite to receiving any payment, Ms. Debrienza shall complete, execute, and deliver to counsel for Defendant Methuselah a W-9 form and a release in a form previously negotiated. Such release shall state that Ms. Debrienza does not release any claims she might have against Defendant RLR, Defendant Henry Irvin, Defendant Ross, or Defendant Bennett.

17. The monetary damages required to be paid under Paragraph 15 are a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, Defendant Methuselah will not seek to discharge any part of this debt in bankruptcy.

18. The Court shall retain jurisdiction for the duration of this Consent Order to enforce its terms, after which time the United States' claims against Defendant Methuselah shall be dismissed with prejudice. The Order shall be in effect for a period of three (3) years from the date of its entry. The United States may move the Court to

extend the duration of the Consent Order in the event of noncompliance, whether intentional or not, with any of its terms, or if it believes the interests of justice so require.

19. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Order prior to bringing such matters to the Court for resolution. In the event, however, that the United States contends that there has been a failure by the Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Consent Order or to otherwise act in conformance with any provision thereof, 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 of such act or deeming such act to have been formed, and an award of damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

20. Any time limits for performance imposed by this Consent Order may be extended by mutual written agreement of the parties. The other provisions of this Consent Order may be modified only by motion to the Court.

21. Except as otherwise provided in Paragraph 19, the parties will each bear their own costs and attorneys' fees associated with this litigation.

IT IS SO ORDERED this _____ day of _____.

JOHN A. WOODCOCK, JR.
UNITED STATES DISTRICT JUDGE

Respectfully submitted,

FOR PLAINTIFF UNITED STATES OF AMERICA:

Dated: February 6, 2025

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United States Attorney

/s/ Trevor H. Taniguchi

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Dated:

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