



2. Specifically, the United States alleges that the Association, Gassen, and Brown (hereafter “Defendants”), engaged in housing practices that discriminated on the basis of familial status by:

- a. Requiring children to be supervised by an adult at all times when playing in the common areas;
- b. Discriminating against children by prohibiting or unreasonably restricting them from playing in the common areas of Greenbrier Village;
- c. Making statements in the Greenbrier Village rulebook and public notices that indicated a preference against children playing in the common areas;
- d. Selectively enforcing rules pertaining to the common areas by issuing warnings and violation notices to residents with children, but not to adult residents engaging in the same activities; and
- e. Failing to comply with the complaint, enforcement, and appeals procedure set forth in Greenbrier Village’s Rules and Regulations for violation notices issued to residents with children.

3. The United States alleges that, through this conduct, Defendants have:

- a. Violated 42 U.S.C. § 3604(b) by discriminating against parents and their children in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith because of familial status;
- b. Violated 42 U.S.C. § 3604(c) by making statements indicating a preference, limitation or discrimination based on familial status; and

c. Violated 42 U.S.C. § 3614(a) by engaging in a pattern of practice of resistance to the full enjoyment of rights granted by the Fair Housing Act, and/or denying fair housing rights to a group of persons, raising an issue of general public importance.

4. The Association specifically denies all of the allegations asserted by the United States in the action.

5. Defendant Gassen expressly denies any wrongdoing, as alleged in the Complaint, and maintains it has always complied with the Fair Housing Act.

6. The parties have agreed that this lawsuit should be resolved without a trial to avoid protracted and costly litigation.

7. The parties have agreed to the entry of this Consent Order, as indicated by the signatures below.

**Accordingly, it is HEREBY ORDERED as follows:**

**B. General Injunction**

8. Defendants, their agents, employees, successors, and all persons in active concert or participation with them, are hereby enjoined from:

a. Discriminating in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of familial status;

b. 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 familial status;

- c. Enforcing the Association's rules on the basis of familial status in a manner that prevents, discourages, or penalizes families with children from using the common areas for play or recreation; and
- d. Coercing, intimidating, threatening, interfering with or retaliating against any person in connection with the exercise or enjoyment of any right granted or protected by the Fair Housing Act.

**C. Non-Discrimination Policy**

9. Within thirty (30) days of the entry of this Consent Order, Defendants Association and Gassen shall adopt, implement, and maintain a Nondiscrimination Policy (the "Policy") and shall distribute the Policy to all of their employees and agents working at Greenbrier Village, and to all residents of Greenbrier Village. The Policy shall be reviewed, along with a question and answer session, with each employee, agent, or anyone acting under their direction, on an annual basis hereafter. The text of the Nondiscrimination Policy is as set forth in **Appendix A** hereto.

**D. Mandatory Training.**

10. Within ninety (90) days of the entry of this Consent Order, the board members of the Association, Gassen employees working at Greenbrier Village, and Diane Brown shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of familial status. The training shall be conducted by an independent, qualified third party, approved in advance by the United States, and any expenses associated with this training shall be borne by the Association. The members of the Association, Gassen employees working at Greenbrier Village, and Brown shall obtain from the trainer certifications of attendance, executed by each individual who received the training, confirming his/her attendance, in a form acceptable to the United States. This confirmation shall include the name of the course, the date

the course was taken, the length of the course, and/or the time within which the course was completed.

**E. Reporting Requirements.**

11. During the period in which this Order is in effect, Defendants shall notify counsel for the United States<sup>1</sup> in writing within fifteen (15) days of receipt of any written or oral complaint against the Defendants or Defendants' officers regarding familial status discrimination in housing. If the complaint is written, Defendants shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. Defendants shall also promptly provide the United States all information it may request concerning any such complaint and shall inform the United States within fifteen (15) days of any resolution of such complaint.

**F. Compensation of Aggrieved Persons.**

12. Upon execution by the parties of the Consent Order, the Association shall pay the total sum of one hundred thousand dollars (\$100,000) to the United States, for the purpose of compensating aggrieved persons. The Association shall deliver this payment to counsel for the United States in the form of a cashier's check payable to the "Department of Justice." The United States shall disburse the payment to the aggrieved persons listed in **Appendix B**, in the manner and amounts listed in **Appendix B**. An individual listed in **Appendix B** may not receive a disbursement pursuant to this paragraph until he or she has executed a written release regarding the claims asserted in this lawsuit. A copy of the Release is attached as **Appendix C**.

13. The individuals listed in **Appendix B** shall not be subject to or liable for any condominium assessment fee or special assessment resulting from this matter as it relates to the

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<sup>1</sup> All documents, payments, or other communications required by this Order to be sent to the counsel for the United States shall be addressed as follows: Bahram Samie, Assistant United States Attorney, United States Attorney's Office, 600 U.S. Courthouse, 300 South Fourth Street, Minneapolis, MN 55415.

cost of any and all fees arising out of, or connected with, the instant action, including, but not limited to attorney fees, cost of litigation, costs of mediation, payment of settlement in the instant case, costs associated with the settlement of the instant case, and the need to increase reserve funds as a result of the instant case.

**G. Civil Penalty.**

14. Upon execution by the parties of the Consent Order, the Association shall pay the total sum of ten thousand dollars (\$10,000) to the United States as a civil penalty, pursuant to 42 U.S.C. § 3614(d)(1)(C). The Association shall deliver this payment to counsel for the United States in the form of a cashier's check payable to the "Department of Justice." The Association may combine both payments referenced in paragraphs 12 and 14 of this Consent Order in one lump sum cashier's check.

**H. Scope and Duration of Consent Order.**

15. The provisions of this Consent Order shall apply to Defendants, their employees, agents, successors, and all persons acting in active concert or participation with them.

16. This Consent Order is effective immediately upon its entry by the Court and shall remain in effect for four years.

17. The Court shall retain jurisdiction for the duration of this Order to enforce the terms of the Order, after which time the case shall be dismissed with prejudice.

18. All parties shall be responsible for their own attorney's fees and court costs, except as provided for in Section I below.

**I. Remedies for Non-Compliance, Time for Performance, and Modifications**

19. The United States may move the Court to extend the period in which this Order is in effect if Defendants materially violate one or more terms of the Order.

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. In the event the United States contends there has been a failure by Defendants to perform in a timely manner any act required by this Order or otherwise to comply 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 of such act or deeming such act to have been performed, and an award of any damages, costs, and attorney's fees which may be occasioned by Defendants' violation or failure to perform.

22. The parties agree that in the event Defendants engage in any future violation, occurring after this Consent Order, of the Fair Housing Act at Greenbrier Village, such violation will constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d).

23. Each party to this Consent Order shall bear its own costs and attorney's fees associated with this litigation.

SO ORDERED THIS 18th DAY OF March, 2015.

s/Patrick J. Schiltz  
PATRICK J. SCHILTZ  
UNITED STATES DISTRICT JUDGE

ON BEHALF OF THE UNITED STATES OF AMERICA:

VANITA GUPTA  
Acting Assistant Attorney General  
Civil Rights Division

STEVEN H. ROSENBAUM  
Chief Housing & Civil Enforcement Section  
ELIZABETH A. SINGER  
Director, U.S. Attorneys' Fair Housing Program  
Civil Rights Division

ANDREW M. LUGER  
United States Attorney

/s/Bahram Samie  
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Dated: 3/18/2015

ON BEHALF OF ALL DEFENDANTS:

/s/John P. Brendel  
JOHN P. BRENDEL  
Brendel and Zinn, Ltd.  
8519 Eagle Point Blvd Ste. 110  
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E-mail: [pbrendel@brendelandzinn.com](mailto:pbrendel@brendelandzinn.com)

Dated: 3/16/2015

ON BEHALF OF GREENBRIER HOMEOWNERS ASSOCIATION, INC.:

/s/Jack Huttner

Dated: 3/16/2015

JACK HUTTNER

President Homeowners Association

ON BEHALF OF GASSEN COMPANY, INC.

/s/Kirk Gassen

Dated: 3/16/2015

KIRK GASSEN

CEO Gassen Company, Inc.

/s/Diane Brown

Dated: 3/16/2015

DIANE BROWN

## APPENDIX A

### **Non-Discrimination Policy**

It is the policy of Greenbrier Village Condominiums to comply with the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*, by ensuring that all housing units as well as the terms, conditions, and privileges associated with such units are available to all persons without regard to race, color, religion, national origin, disability, familial status (having children under age 18), or sex. This policy means that, among other things, the Greenbrier Village Homeowners Association and all agents or employees with responsibility for enacting or enforcing rules and regulations at Greenbrier Village Condominiums must not discriminate in any aspect of housing, including but not limited to, creating and enforcing the rules and regulations in a manner that prevents, discourages, or penalizes families with children from using the common areas for play or recreation. Such agents and employees may not:

- a. Require that children be supervised by an adult when playing in common areas of Greenbrier Village Condominiums or enact or enforce a rule or regulation in a manner that treats children differently from adults in their ability to enjoy use of common areas of Greenbrier Village, unless the requirement or rule is narrowly tailored to meet a compelling purpose, such as safety in a swimming pool or exercise facility;
- b. Make, print, or publish, approve, or cause to be made, printed or published, any notice, statement, or advertisement, with respect to children playing in the common areas of Greenbrier Village Condominiums;
- c. Coerce, intimidate, threaten, or interfere 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.

Any agent or employee who fails to comply with this non-discrimination policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in the unequal service, treatment or behavior to tenants or prospective tenants on the basis of race, color, religion, national origin, disability, familial status, or sex, may constitute a violation of state and federal fair housing laws. An individual who believes that he or she is the victim of discrimination may contact the U.S. Department of Housing and Urban Development at 1-800-669-9777, or the U.S. Attorney's Office at (612) 664-5600.

**APPENDIX B**

**Payment Schedule**

Pursuant to Paragraph 12 of the Consent Order, the following individuals will coordinate with the United States as to the manner to receive payments in the following amounts:

Elaine Gustafson	\$25,000
Nancy Smith	\$15,000
Steven Sawczyn and Jennifer Sawczyn	\$15,000
Kirti Agrawal and Pujya Agarwal	\$15,000
Rut Gebres and Negassie Abraha	\$15,000
Toi Hollie	\$15,000

**EXHIBIT C**

**Release**

In consideration of the payment of the sum of \_\_\_\_\_ dollars (\$\_\_\_\_.00), pursuant to the Consent Order entered in the United States v. Greenbrier Village Homeowner's Association, Inc., et al., Civil No. 13-cv-03237 (PJS/SER) (D. Minn.), I, \_\_\_\_\_ individually and as custodial parent and guardian of my minor children, (initials) \_\_\_\_\_, hereby release Greenbrier Village Homeowner's Association, Inc., Gassen Company, Inc., and Diane Brown from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in the action as of the date of the entry of the Consent Order. I fully acknowledge and agree that this release shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Executed this \_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
[Printed Name]

\_\_\_\_\_  
[Signature]