

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
Civil No. 10-cv-2597 (DWF/JJK)

United States of America,)
)
 Plaintiff,)
)
 v.)
)
 Loki Properties LLC and)
 Robert Ryan,)
)
 Defendants.)

CONSENT DECREE

On June 24, 2010, the United States instituted this action against Loki Properties LLC and Robert Ryan, on behalf of John Peet, pursuant to Section 812(o) of the Fair Housing Act, 42 U.S.C. § 3612(o). This action was brought pursuant to the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601, *et seq.* (“the Act”). The complaint alleged that Loki Properties LLC and Robert Ryan refused to rent an apartment to Mr. Peet in Red Wing, Minnesota, due to his race and sex, in violation of Sections 804(a) and 804(b) of the Act, 42 U.S.C. § 3604(a) and (b).

Defendants filed an answer denying liability and objecting to the requested relief. The United States, Mr. Peet, and Loki Properties and Robert Ryan desire to avoid the cost and uncertainty of protracted litigation and agree that this dispute should be resolved without the necessity of further proceedings or trial. In agreeing to resolve this dispute, Loki Properties LLC and Robert Ryan are not admitting liability. Therefore, the parties

have waived a hearing and the entry of findings of fact and conclusions of law and have agreed to the entry of this Consent Order, as indicated by the signatures appearing below.

Therefore, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

I. INJUNCTIVE RELIEF

Loki Properties LLC and Robert Ryan, and any agents, employees, successors, and persons in active concert or participation with them are enjoined from:

A. Refusing to rent after the making of a bona fide offer, or refusing to negotiate for the rental of, or otherwise making unavailable or denying, a dwelling to any person because of race and sex, in violation of 42 U.S.C. § 3604(a); and

B. Discriminating against any person in the terms, conditions or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race and sex.

II. MANDATORY EDUCATION AND TRAINING

Within ninety (90) days from entry of this Consent Order, Robert Ryan and any of either Defendant's current employees or agents who are engaged in the rental of apartments shall attend a program of educational training focusing on the race and sex-related provisions of federal, state and local fair housing laws, regulations and ordinances. The training shall be conducted by a qualified individual or organization that has been previously approved by the Department of Justice, and any expenses associated with this training shall be borne by the Defendants.

Defendants shall provide to the United States, within thirty (30) days after the training, certifications executed by the trainers confirming the attendance of the trainees.

III. NOTIFICATION TO PUBLIC OF NONDISCRIMINATION POLICIES

Within ten (10) days after the date of entry of this Consent Order, Defendants shall take the following steps to notify the public of their nondiscriminatory policies:

A. Pursuant to 24 C.F.R. Part 110, post and prominently display at any place of business where Defendants conduct rental activity and/or have personal contact with applicants for rental of their property, a Fair Housing Poster.

B. Include the words “Equal Housing Opportunity” or the fair housing logo in any advertising conducted by Defendants in newspapers, telephone directories, radio, television, Internet or other media, and on all billboards, signs, pamphlets, brochures and other promotional literature. The words or logo should be prominently placed and easily legible.

IV. RECORD KEEPING AND MONITORING

A. During the term of this Consent Order, Defendants shall preserve all records pertaining to their obligations under this Consent Order. Upon reasonable notice to Defendants’ counsel, representatives of the United States Department of Justice shall be permitted to inspect and copy all such records at reasonable times in order to monitor compliance with this Consent Order.

B. During the term of this Consent Order, Defendant shall give counsel for the United States written notice within fifteen (15) days of receipt of any written or oral complaint against the Defendants, regarding discrimination on the basis of race or sex, and a description of the resolution of any such complaint within fifteen (15) days of resolution. If the complaint is written, Defendants shall provide a copy of it with the

notice; if the complaint is oral, it shall include a written summary of it with the notice. The notice 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 with all information it may request concerning any such complaint and its actual or attempted resolution.

V. RELIEF FOR JOHN PEET

Defendants will pay the total sum of \$15,000 in settlement of the case, by a check made payable to John Peet. The payment shall be made within 30 days of the Court's entry of this consent decree. The check shall be sent to Ana H. Voss, Assistant United States Attorney, 600 U.S. Courthouse, 300 S. Fourth Street, Minneapolis, MN 55415, for her to forward to Mr. Peet. Upon receipt of the check, Ms. Voss shall send to the Defendants an executed release of all claims, legal or equitable, that Mr. Peet might have against the Defendants relating to the claims asserted in this lawsuit, attached hereto as Attachment A.

VI. COURT JURISDICTION, SCOPE AND TERM OF CONSENT ORDER

A. The parties have consented to the entry of this Consent Order as indicated by the signatures below. To this end, the parties stipulate and the Court finds that this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §3612(o).

B. This Consent Order is effective immediately upon its entry by the Court.

C. The entry of this Consent Order will terminate this case. The Court will retain jurisdiction, in order to enforce the terms of this Consent Order, for a period of twenty-four months after the entry of this Consent Order.

D. The United States may move the Court to extend the duration of the Order if it determines that Defendants have violated one or more terms of the Order or if the interests of justice otherwise require.

E. The United States, Loki Properties, and Robert Ryan 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. However, in the event of a failure by Defendants, whether willful or otherwise, to perform in a timely manner any act required by this Consent Order 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 attorney fees which may have been occasioned by Defendants' violation or failure to perform.

F. Each party to this Consent Order shall bear its own costs and attorney fees associated with this action.

G. This Consent Order may be signed by the parties in counterparts.

Dated: July 28, 2011

s/Donovan W. Frank
DONOVAN W. FRANK
United States District Judge

The terms of this Consent Order have been agreed to by the parties, as indicated by the signatures of counsel below, and the parties request the entry of this Consent Order:

FOR THE UNITED STATES:

B. TODD JONES
United States Attorney

s/ Ana H. Voss

By: ANA H. VOSS
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FOR LOKI PROPERTIES & ROBERT RYAN

s/ Leanne Fuith

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Attachment A

RELEASE OF CLAIMS

In consideration of the payment of the sum of fifteen thousand dollars (\$15,000), pursuant to the Consent Decree entered in *United States v. Loki Properties LLC and Robert Ryan*, Case 0:10-cv-2597 (DWF/JJK) (D. Minn.), I, John Peet, hereby release the Defendants named in this action 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 that Consent Decree. I fully acknowledge and agree that this release of the Defendants 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.

Dated: _____

John Peet