

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

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	Case No.: 9:07cv-76
	)	
and	)	
	)	
WENDY McGILL and MONTANA FAIR	)	
HOUSING, INC.,	)	
	)	
Intervening Plaintiffs,	)	
	)	
v.	)	
	)	
JOAN BEDFORD AND DONALD	)	
BEDFORD	)	
	)	
Defendants.	)	
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**CONSENT ORDER**

1. Plaintiff, United States of America, initiated this action on June 11, 2007, on behalf of Complainants Wendy McGill and Montana Fair Housing pursuant to Sections 804(a) and 804(c) of the Fair Housing Act, as amended, 42 U.S.C. §§ 3604(a) and 42 U.S.C. § 3604(c), respectively. The complaint alleges that Defendants Joan Bedford and Donald Bedford (“Defendants”) discriminated on the basis of familial status in the rental of dwellings at 1100 Grand Drive, Bigfork, Montana (the “subject property”), in violation of the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 *et seq.* Defendants Joan and Donald Bedford together own and manage the subject property.

## I. INTRODUCTION

2. If this case were to proceed to trial, the United States would present evidence and testimony that Defendants violated the Fair Housing Act by refusing to rent on the basis of family status and making statements of limitation of preference based on family status. Defendants would present evidence and testimony contesting those allegations.

3. On or about June 1, 2006, Wendy McGill filed a complaint of discrimination with the Department of Housing and Urban Development (“HUD”) alleging that the Defendants discriminated on the basis of familial status in violation of the Fair Housing Act, as amended, 42 U.S.C. §§ 3601, *et seq.* On or about June 1, 2006, MFH filed a complaint of discrimination with the Department of Housing and Urban Development (“HUD”) alleging that the Defendants discriminated on the basis of familial status in violation of the Fair Housing Act, as amended, 42 U.S.C. §§ 3601, *et seq.* HUD conducted an investigation of the complaints and determined that reasonable cause existed to believe that Defendants committed illegal discriminatory housing practices in connection with the subject property. On April 11, 2007, Complainants Wendy McGill and MFH timely elected to have their charges resolved in a federal civil action, pursuant to 42 U.S.C. § 3612(a), and the United States filed this action.

4. The parties desire to avoid costly and protracted litigation and agree that the claims against Defendants should be settled and resolved without the necessity of a trial. The Parties have agreed to the entry of this Consent Order to resolve all claims of the Complainant and the United States of America against Defendants, who do not admit liability in this case.

## II. GENERAL INJUNCTION

5. Defendants, their agents, employees, successors, and all persons in active concert or

participation with them are hereby enjoined, with respect to the rental of dwellings, 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 familial status;
- b. Discriminating against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection therewith, because of familial status;
- c. Making, printing, or publishing, or causing to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on familial status, or an intention to make any such preference, limitation, or discrimination; or
- d. 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.

### **III. NONDISCRIMINATION POLICIES AND PROCEDURES**

6. Defendants' responsibilities under this Consent Order shall apply to each and every dwelling unit in which Defendants have an ownership, management, or other financial interest.

7. Defendants shall prepare and implement uniform, nondiscriminatory Policies and

Procedures regarding the rental of covered dwelling units that shall be applied equally to all applicants, actual and prospective, regardless of their familial status (having children under 18).

The Policies and Procedures shall be substantially similar to Exhibit A.

#### **IV. NOTICE TO PUBLIC OF NONDISCRIMINATION POLICIES**

8. Within thirty (30) days after the date of entry of this Consent Order, Defendants shall take the following steps to notify the public of his nondiscriminatory policies:

- a. Prominently post in the rental office or on a public bulletin board in the public and common use area of the subject property, a fair housing sign no smaller than ten (10) inches by fourteen (14) inches that indicates that all apartments are available for rent on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. Plaintiffs shall provide an agreed-upon sign in accordance with this paragraph.
- b. Whenever any covered dwelling unit is available, Defendants shall prominently post an easily readable “For Rent” or “Vacancy” sign or notice at the apartment building in which the dwelling unit is vacant. The sign or notice shall include the slogan “Equal Housing Opportunity” and/or the fair housing logo. Such slogan and logo shall be prominently displayed and easily readable. Plaintiffs shall provide an agreed-upon sign in accordance with this paragraph.
- c. Include the words “Equal Housing Opportunity” and/or the fair housing logo in all rental advertising conducted by Defendants, their agents or

employees, in newspapers, flyers, handouts, telephone directories and other written materials; on radio, television or other media broadcasts; and on all billboards, signs, pamphlets, brochures and other promotional literature, provided that this requirement does not compel Defendants to advertise in any of these media, but does require compliance with this provision whenever Defendants so advertise. The words and/or logo shall be prominently placed and easily readable.

- d. Include the following phrase in the standard rental application and the standard rental agreement used for covered rental dwelling units, using letters of equal or greater size to those of the text in the body of the document:

We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18).

## **V. MANDATORY TRAINING**

9. Within thirty (30) days of the entry of this Consent Order, Defendants shall provide a copy of this Order and the Nondiscrimination Policies and Procedures to their agents and employees involved in showing, renting, or managing any and all covered dwelling units and secure the signed statement from each agent or employee acknowledging that he or she has received and read the Order and the Nondiscrimination Policies and Procedures, has had the opportunity to have questions answered about the Order and Nondiscrimination Policies and Procedures, and agrees to abide by the relevant provisions of the Order and said policies and procedures. This statement shall be in the form of Exhibit B.

10. During the term of this Order, within five (5) days after each new agent or employee becomes involved in showing, renting, or managing any covered dwelling units, Defendants shall provide a copy of this Order and the Nondiscrimination Policies and Procedures to said agent or employee involved in showing, renting, or managing any and all covered dwelling units, if any, and secure the signed statement from each agent or employee acknowledging that he or she has received and read the Order, had the opportunity to have questions about the Order answered, and that he or she has also received and read the Nondiscrimination Policies Procedures, and agrees to abide by said policies and procedures and the relevant provisions of the Order. This statement shall be in the form of Exhibit B.

11. Within ninety (90) days from the date of entry of this Order, Defendants, and all agents and employees of Defendants involved in showing, renting, or managing any covered dwelling units 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 Defendants. Defendants shall obtain from the trainer certifications of attendance, executed by each individual who received the training, confirming their attendance, in a form acceptable to the United States. This confirmation shall include the name of the course, the date the course was taken, and the length of the course and/or time within which the course was completed.

## **VI. PROCESSING RENTAL APPLICATIONS, RECORD KEEPING, AND COMPLIANCE TESTING**

12. Processing Rental Applications

Within ninety (90) days from the date of entry of this Order, Defendants shall develop and implement, with respect to all covered dwelling units, objective, uniform, nondiscriminatory standards and procedures for the processing of applications, the establishment and maintenance of an Availability List, the establishment and maintenance of a Waiting List and a procedure for notifying people who are on the Waiting List about an available unit, and a procedure for deciding in a nondiscriminatory manner which applicants shall be permitted to rent available dwellings. Such standards and procedures shall be submitted to the United States for approval in advance of their implementation and shall be consistent with the provisions of this Section. The standards and procedures shall be posted and prominently displayed in the subject property's rental office and in any office where there is rental activity and/or personal contact with applicants, and a copy of these standards and procedures shall be made available to any applicant for the rental of a dwelling. For the duration of this Order, these rental standards and procedures may be modified only if written notice is given to counsel for the United States thirty (30) days before modifications are to take effect.

13. Recordkeeping

With respect to the rental of covered dwelling units, within thirty (30) days from the date of this Order, Defendants shall ensure that each of the following are maintained and updated as new information becomes available:

- a. An Availability List on a monthly basis that includes the address and apartment number of each unit known to be available for rental within thirty (30) days; monthly rent for each such unit; security deposit for each such unit; the date Defendants or their agents or employees were first

informed it would be available for rental, and the first date it would be available for rental or occupancy by a new tenant. Defendants and their agents/employees shall share information on the Availability List with each person who visits or calls to inquire about the availability of rental dwellings;

- b. Guest Cards: A request shall be made of all persons who visit or inquire about rental units at the subject property to fill out a Guest Card providing the date of the visit, the visitor's name, address, daytime and evening telephone numbers, children under 18 expected to occupy the dwelling, and the date by which they wish to move. Defendants shall note on the Guest Card the dwelling units the person was shown and whether the person was given an application. The top portion of the Guest Card shall contain the following disclaimer: "The following information is requested to assist in complying with the federal Fair Housing Act and will be kept confidential. This information is not required in order to rent an apartment.";
- c. A Waiting List for all persons who inquire by telephone or in person about renting a dwelling from Defendants and who are informed that there are no vacancies or available apartments to rent. This Waiting List shall indicate the date of the visit or telephone call, the visitor's or caller's name, address, daytime and evening telephone numbers, the date on which the person wishes to move and any other relevant information (such as a



preference regarding the number of bedrooms). With regard to those who inquire in-person, Defendants shall indicate whether the individuals have any children. Defendants shall also note on the waiting list the date, time, and employee or other person who contacted any individual to inform him or her of any vacancies or available apartments, and the manner of each attempt to contact persons on the list; and

- d. A Rental Application Log maintained on a daily basis that sets forth the name of the applicant, the number of children under 18, if any, residing with the applicant, whether the application for tenancy was approved or rejected, the building and unit number occupied for all approved applicants, and a detailed explanation for all rejected applications.

14. Compliance Testing

The United States or MFH may take steps to monitor Defendants' compliance with this Order including, but not limited to, conducting reasonable fair housing testing at any dwelling in which Defendants have a direct or indirect ownership, management, or financial interest. The actual costs of any such compliance testing by MFH are included in the monetary compensation provided to MFH pursuant to the terms of the Consent Order.

**VII. REPORTING REQUIREMENTS**

- 15. Within ninety (90) days of the date of entry of this Consent Order, and every twelve (12) months thereafter for the duration of this Order, Defendants shall deliver to counsel

for the United States<sup>1</sup> a report containing information about Defendants' compliance efforts during the preceding reporting period, including but not limited to:

- a. Copies of all mandatory education acknowledgments signed by Defendants, their agents and employees, and all certifications of attendance of each participant in such educational program, pursuant to Section V of this Order;
- b. Copies of all Availability Lists, Guest Cards and other information recorded by any means related to any inquiries regarding the availability of rental dwellings, including Rental Application Logs, and Waiting Lists maintained pursuant to Section VI of this Order;
- c. Copies of lists setting forth the occupancy of each covered dwelling unit by address and apartment number, including the name and familial status of each tenant in that dwelling unit during the reporting period;
- d. Photographs of each office in which rental activity is conducted, or public bulletin board showing the fair housing signs required by Section IV of this Order; and
- e. An updated list of all covered dwelling units.

16. During the period in which this Order is in effect, Defendants shall preserve all records that are the source of, contain, or relate to any of the information pertinent to the obligations under this Order, including all rental applications, leases, and rental roll ledgers, and occupancy lists for all covered dwelling units as well as records relating to the transfer of interest in dwelling units as set out in Section IX below. Upon reasonable notice to Defendants,

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<sup>1</sup> All documents or other communications required by this Order to be sent to counsel for the United States shall be addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, DJ 175-44-35, United States Department of Justice, 950 Pennsylvania Avenue NW – NWB, Washington, D.C. 20530, or as otherwise directed by the United States. If the Consent Order requires transmission by facsimile, the communication shall also be sent via facsimile to (202) 514-1116. At the time of delivery of the referenced reports to the United States, Defendants will serve a copy of the report upon Complainants by delivering a written or electronic copy to Montana Fair Housing, Inc., 519 East Front Street, Butte, MT 59701 (e-mail: [inquiry@montanafairhousing.org](mailto:inquiry@montanafairhousing.org)).

representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times.

17. During the period in which this Order is in effect, Defendants shall notify counsel for the United States in writing within fifteen (15) days of receipt of any known written or oral complaint against Defendants, or Defendants' agents or employees, 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.

#### **VIII. COMPENSATION OF AGGRIEVED PERSONS**

18. On or before September 4, 2008, Defendants will pay the sum of Thirty Three Thousand Dollars (\$33,000.00) to resolve all claims of the Complainants (including any claims for attorney fees or costs), Montana Fair Housing and Wendy McGill, by check made payable to the Timothy C. Kelly Attorney Client Trust Account and delivered to Kelly Law Office, Post Office Box 65, Emigrant, Montana 59027. Proceeds of the payment will be distributed in accordance with the Distribution Agreement attached as Exhibit C and incorporated herein by reference. No amounts shall be paid pursuant to this paragraph before Complainants Montana Fair Housing and Wendy McGill has each executed a written release of all claims, legal or equitable, that they might have against Defendant relating to the claims asserted in this lawsuit. A copy of the Release and Settlement is attached as Exhibit D.

19. As an alternative to the full payment described in the preceding paragraph,

Defendants may elect to pay the sum of Thirty Three Thousand Dollars (\$33,000) in three separate payments secured by a mortgage on the subject property running to the joint benefit of the Complainants. In the event that Defendants elect such a payment plan, Defendants shall make an initial payment of Eleven Thousand Dollars (\$11,000.00) on or before September 4, 2008; a second payment of Eleven Thousand Dollars (\$11,000.00) on or before September 4, 2009; and a third payment of Eleven Thousand Dollars (\$11,000.00) on or before September 4, 2010. In the event that Defendants elect such a payment plan, Defendants will make all such payments by check made payable to the Timothy C. Kelly Attorney Client Trust Account and delivered to Kelly Law Office, Post Office Box 65, Emigrant, Montana 59027. Proceeds of the payment will be distributed in accordance with a Distribution Agreement to be signed and agreed by each of the Complainants and their respective legal counsel. Defendants agree that in the event of a failure to make a timely payment at any time, the entire remaining sum shall become due and payable with interest thereafter at the statutory rate. In the event Defendants elect such a payment plan, Defendants and Complainants agree to execute such documents as are necessary to perfect an interest in the subject real property sufficient to secure compliance with the payment plan in full and in a timely manner. No amounts shall be paid pursuant to this paragraph before Complainants Montana Fair Housing and Wendy McGill has each executed a written release of all claims, legal or equitable, that they might have against Defendant relating to the claims asserted in this lawsuit. A copy of the Release and Settlement is attached as Exhibit D.

#### **IX. ACQUISITION OF DWELLING UNITS**

20. If, at any time during the term of this Consent Order, Defendants acquire a direct or indirect ownership, management, or other financial interest in any other covered dwelling unit,

said unit shall become subject to all relevant provisions of this Order. Defendants shall notify counsel for the United States within thirty (30) days of acquiring said interest. The notice shall include identification of the nature of Defendants' interest in the property; the address; the number of individual dwelling units; the number of bedrooms in each unit; the names of any existing tenants; and the number of children under 18 residing with each such tenant. Defendants shall also include in the notice to counsel for the United States a copy of the documents memorializing the transfer in interest and a copy of the lease(s) for any existing tenant(s).

#### **X. TRANSFER OF INTEREST IN COVERED DWELLING UNITS**

21. If at any time while this Order remains in effect, Defendants decide to transfer the entirety of Defendants' direct or indirect ownership, management, or other financial interest in a covered dwelling unit to an unrelated party ("purchaser" or "transferee") in an arms-length transaction,<sup>2</sup> the Defendants shall take the following steps:

- a. At least thirty (30) days prior to completion of the sale or transfer, provide to each prospective purchaser or other transferee a copy of this Order along with written notice that the subject dwelling unit (or units) is (are) subject to this Order;
- b. At least thirty (30) days prior to completion of the sale or transfer, provide to the United States, by facsimile and first-class mail, written notice of its intent to sell or otherwise transfer Defendants' interest in the dwelling

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<sup>2</sup> For purposes of this Consent Order, "arms-length transaction" is defined as a transaction such as a contract or agreement that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that contract.

unit(s), along with a copy of the notice sent to each prospective transferee, containing each prospective transferee's name, address and telephone number;

- c. Within thirty (30) days following completion of the sale or other transfer, the transferring Defendant shall provide to the United States by first-class mail a copy of the documents memorializing the transfer in interest of the dwelling unit(s);
- d. If the transferring Defendant complies with parts a, b, c, and d, above, and thereby transfers all of Defendant's ownership, management, or other financial interest in the dwelling unit(s) to the purchaser or other transferee, Defendant will thereafter be relieved of Defendant's obligations under Sections II - VII and IX - X of this Order, but only with respect to the dwelling units in which all interest was so transferred. Defendants shall otherwise remain liable for compliance with all sections of the Order and with respect to all other covered dwelling units.

22. If the proposed transfer of interest is not an arms-length transaction, the Defendants must comply with each requirement set out in the preceding subparagraph a, b, and c, above. In addition, the transferring Defendant shall require the transferee, as a condition of the sale or other transfer, to agree in writing to perform all obligations and be liable for compliance with Sections II -VII and IX - XII of this Order for the duration of this Order, with respect to the subject dwelling unit(s). The Defendants shall remain jointly and severally liable, along with the purchaser or other transferee, for any violations of this Order with respect to the relevant

dwelling unit(s) for the duration of the Order. In addition, the transferring Defendant shall otherwise remain liable for compliance with the Consent Order and with respect to all other covered dwelling units.

#### **XI. SCOPE AND DURATION OF CONSENT ORDER**

23. 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.

24. This Consent Order is effective immediately upon its entry by the Court and shall remain in effect for three (3) years.

25. 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.

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

#### **XII. REMEDIES FOR NON-COMPLIANCE, TIME FOR PERFORMANCE, AND MODIFICATIONS**

27. The United States may move the Court to extend the period in which this Order is in effect if Defendants violate one or more terms of the Order or if the interests of justice otherwise require an extension of the terms of the Order.

28. Any time limits for performance imposed by this Order may be extended or shortened by mutual written agreement of the parties.

29. 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. However, in the event the United States contends that there

has been a failure by Defendants, whether willful or otherwise, 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 reasonable attorney's fees which may have been occasioned by the Defendants' violation or failure to perform.

30. The parties agree that in the event that Defendants engage in any future violation of the Fair Housing Act, such violation shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d).

**IT IS SO ORDERED:**

This \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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DONALD W. MOLLOY, Judge  
UNITED STATES DISTRICT COURT  
District of Montana



The terms of this Consent Order have been agreed to by the parties, as indicated by the signatures below, as well as by the Complainants, Montana Fair Housing and Wendy McGill, and Defendants Joan Bedford and Donald Bedford, and the parties request the entry of this Consent Order.


Execution acknowledging agreement to this Consent Order may be by any one or more of the parties hereto in any number of counterparts, each of which, when so executed shall be deemed to be an original; and each such counterpart, bearing original signatures, together with this agreement shall thereupon and thereafter constitute one instrument. Facsimile copies of signature pages shall be considered and are hereby deemed to be original signature pages for all purposes, provided that the counsel for the United States is provided with an executed original within 10 business days after a copy is faxed to their offices at (202) 514-1116.

FOR THE UNITED STATES:

WILLIAM W. MERCER  
United States Attorney

GRACE CHUNG BECKER  
Acting Assistant Attorney General

JESSICA T. FEHR  
Assistant United States Attorney  
United States Attorney's Office  
P.O. Box 1478  
Billings, MT 59103  
Phone: (406) 247-4637  
Fax: (406) 657-6089

  
STEVEN H. ROSENBAUM  
Section Chief  
TIMOTHY J. MORAN  
Deputy Chief  
DANA MULHAUSER  
Trial Attorney  
Housing and Civil Enforcement Section  
Civil Rights Division  
U.S. Department of Justice  
950 Pennsylvania Ave., N.W.  
Northwestern Building, 7th Floor  
Washington, D.C. 20530  
Phone: (202) 305-0007  
Fax: (202) 514-1116

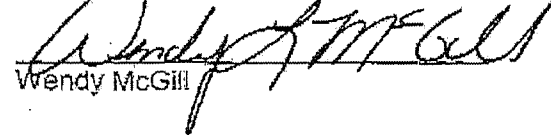
Fax: (202) 514-1116

FOR MONTANA FAIR HOUSING:

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Pamela Bean  
Executive Director  
Montana Fair Housing, Inc.

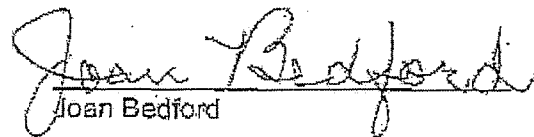
FOR WENDY MCGILL:



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Wendy McGill

FOR DEFENDANT JOAN BEDFORD:



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Joan Bedford

BEDFORD:

FOR DEFENDANT DONALD



---

Donald Bedford

Fax (202) 514-1116

FOR MONTANA FAIR HOUSING:

Pamela Bean

Pamela Bean  
Executive Director  
Montana Fair Housing, Inc.

FOR WENDY MCGILL:

Wendy McGill

FOR DEFENDANT JOAN BEDFORD:

Joan Bedford  
Joan Bedford

BEDFORD:

FOR DEFENDANT DONALD

Donald Bedford  
Donald Bedford

## Exhibit A

### NONDISCRIMINATION POLICY

It is the policy of Joan Bedford and Donald Bedford to comply with Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 *et seq.*, by ensuring that apartments are available to all persons without regard to familial status (having children under age 18). This policy means that, among other things, Joan Bedford and Donald Bedford and all agents or employees with responsibility for renting, or managing any dwelling units must not discriminate in any aspect of the rental of dwellings against qualified applicants or tenants because of familial status. Such agents and employees may not:

- a. Refuse to rent after the making of a bona fide offer, or refuse to negotiate for rental of, or otherwise make unavailable or deny, a dwelling to any person because of familial status;
- b. Discriminate 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 familial status;
- c. Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on familial status, or an intention to make any such preference, limitation, or discrimination; or
- d. 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, which may include termination and/or eviction. Any action taken by an agent or employee that results in the unequal service, treatment or behavior to tenants on the basis of familial status may constitute a violation of state and federal fair housing laws.

**Exhibit B**

**Employee/Agent Acknowledgment of Receiving and Reviewing Order  
and Nondiscrimination Policies and Procedures**

I have received a copy of the Consent Order entered in *United States v. Joan Bedford and Donald Bedford*, Civil Action No. 07-76-M-DWM (D. Mon.). I have also received a copy of my employer's Nondiscrimination Policies and Procedures. The Consent Order and the Nondiscrimination Policies and Procedures were explained to me by my employer, and all questions concerning these documents were answered. I have read and understood the Consent Order and the Nondiscrimination Policies and Procedures.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE/AGENT NAME (PRINT)

\_\_\_\_\_  
EMPLOYEE/AGENT SIGNATURE

Exhibit C

Compensation to Aggrieved Persons - Distribution Agreement

Upon receipt of the full payment described in Paragraph 18 of Section VIII of the attached Consent Decree, the Timothy C. Kelly Attorney Client Trust Account is directed and authorized to distribute the sum received as follows:


- 1. \$7,500.00 by check payable to Montana Fair Housing, Inc., and delivered to 519 East Front Street, Butte, MT 59701;
- 2. \$3,834.00 by check payable to Wendy McGill and delivered to P.O. Box 744, Bigfork, MT 59911; and
- 3. \$6,666.00 by check payable to Ryan Shaffer, Attorney at Law, and delivered to Shaffer Law Office, 121 Hickory St., Ste. 1, Missoula, MT 59801; and
- 4. \$15,000.00 by check payable to Timothy C. Kelly, Attorney at Law, and delivered to Kelly Law Office, P O Box 65, Emigrant, MT 59027.

Each of the foregoing payees agrees to deliver, by fax or email before July 30, 2008, a completed tax number identification IRS Form #W-9 to Timothy C. Kelly, Kelly Law Office (fax: 406-333-9073; e-mail: tkelly@attglobal.net) for forwarding to the defendants' attorney (David Stufft) with this distribution agreement.

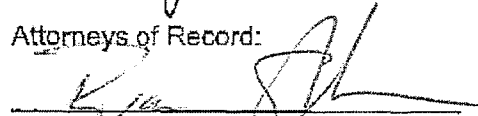
Acknowledged and agreed effective July 16, 2008.

Complainants:

\_\_\_\_\_  
 Montana Fair Housing, Inc.  
 By Pamela Bean  
 Position: Executive Director

  
 \_\_\_\_\_  
 Wendy McGill

Attorneys of Record:

  
 \_\_\_\_\_  
 Ryan Shaffer  
 Attorney for Wendy McGill

\_\_\_\_\_  
 Timothy C. Kelly  
 Attorney for Montana Fair Housing  
 Exhibit D

RELEASE AND SETTLEMENT

JUL-16-2008 10:31 FROM:HELENA COMFORT INN 4064431000

TO:814063339073

P.4/4

**Exhibit C**

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Acknowledged and agreed effective July 14, 2008.

Complainants:

  
 \_\_\_\_\_  
 Montana Fair Housing, Inc.  
 By Pamela Bean  
 Position: Executive Director

\_\_\_\_\_  
 Wendy McGill

Attorneys of Record:

\_\_\_\_\_  
 Ryan Shaffer  
 Attorney for Wendy McGill

  
 \_\_\_\_\_  
 Timothy C. Kelly  
 Attorney for Montana Fair Housing  
 Exhibit D

RELEASE AND SETTLEMENT

## **Exhibit D**

### **RELEASE AND SETTLEMENT**

The undersigned Complainants/Intervening Plaintiffs and the Defendants in the above entitled Case (USDC, Montana, Case No. 9:07cv-76) hereby agree to the attached CONSENT ORDER, which is incorporated herein by reference, for purposes of fully settling, conciliating and resolving all claims concerning or relating to USDC Case No. 9:07cv-76.

#### **Recitals**

Whereas the parties wish to fully and completely resolve and settle the claims brought by the Intervening Plaintiffs against the Defendants as set forth in the above referenced case without further expense, time or expenditure of resources; and

Whereas the defendants do not admit liability and enter into this agreement and Consent Order for purposes of avoiding further expense, time or expenditure of resources; and

Whereas the intervening plaintiffs agree to enter into this agreement and Consent Order for purposes of avoiding further expense, time or expenditure of resources and for the public purpose of promoting equal housing opportunities for all persons;

**THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. The undersigned Defendants agree to timely take all actions required of them in the attached Consent Order and hereby reiterate their agreement to timely make all payments as set forth in Section VIII of the attached Consent Order “Compensation of Aggrieved Parties;”

2. The undersigned Complainants/Intervening Plaintiffs each agrees to discontinue this case and further agrees not to initiate or continue any other legal action under any theory in law or in equity based upon the facts underlying the Complaint or any of the Intervening Complaints



in equity based upon the facts underlying the Complaint or any of the Intervening Complaints filed in Case No. 9:07cv-76; and

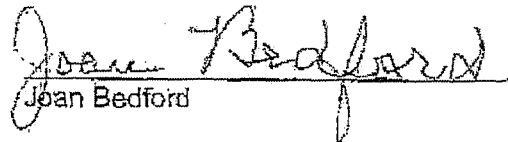
3. The undersigned Complainants/Intervening Plaintiffs and Defendants each agrees that in consideration for the promises and covenants made herein and in the attached Consent Order, which is acknowledged to be sufficient consideration, each agrees to release, waive, and forever discharge the other party from any and all claims, demands, damages, actions, or causes of action (including attorney fees and costs) both known and unknown which may be or could have been raised in any forum as of the date of the execution of this Consent Order, relating to or concerning the rental or occupancy of any housing accommodation or dwelling owned, operated or rented by the Defendants.

SIGNED AND AGREED effective July 16, 2008:

FOR INTERVENING PLAINTIFF  
MONTANA FAIR HOUSING:

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Pamela Bean  
Executive Director  
Montana Fair Housing, Inc.

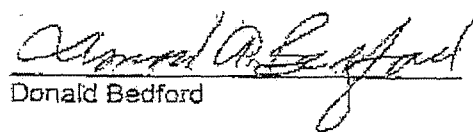
FOR DEFENDANT JOAN BEDFORD:

  
Joan Bedford

FOR INTERVENING PLAINTIFF  
WENDY MCGILL:

  
Wendy McGill

FOR DEFENDANT DONALD  
BEDFORD:

  
Donald Bedford

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in equity based upon the facts underlying the Complaint or any of the Intervening Complaints filed in Case No. 9:07cv-76; and

3. The undersigned Complainants/Intervening Plaintiffs and Defendants each agrees that in consideration for the promises and covenants made herein and in the attached Consent Order, which is acknowledged to be sufficient consideration, each agrees to release, waive, and forever discharge the other party from any and all claims, demands, damages, actions, or causes of action (including attorney fees and costs) both known and unknown which may be or could have been raised in any forum as of the date of the execution of this Consent Order, relating to or concerning the rental or occupancy of any housing accommodation or dwelling owned, operated or rented by the Defendants.

SIGNED AND AGREED effective July \_\_, 2008:


FOR INTERVENING PLAINTIFF  
MONTANA FAIR HOUSING:

  
Pamela Bean  
Executive Director  
Montana Fair Housing, Inc.


FOR INTERVENING PLAINTIFF  
WENDY MCGILL:

\_\_\_\_\_  
Wendy McGill

FOR DEFENDANT JOAN BEDFORD:

  
Joan Bedford

FOR DEFENDANT DONALD  
BEDFORD:

  
Donald Bedford