

FILED

JUL 20 2011

[Signature]
CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH DAKOTA
SOUTHERN DIVISION

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
FAIR HOUSING OF THE DAKOTAS,)
)
Plaintiff-Intervenor,)
v.)
)
EQUITY HOMES, INC., PBR, LLC, BBR, LLC,)
SHANE HARTUNG d/b/a/ HARTUNG DESIGN,)
SCOTT SNOOZY, MYRON R. VAN BUSKIRK,)
WAYNE HANSEN, as Trustee of the HANSEN)
FAMILY TRUST AGREEMENT, MARTIN)
MCGEE , as Trustee of the MARTIN H. MCGEE)
TRUST, and SERTOMA HILLS VILLAS)
ASSOCIATION,)
)
Defendants.)

Civil Action No. 09-cv-4059

PARTIAL CONSENT ORDER

I. INTRODUCTION

1. This Partial Consent Order is entered between Plaintiff United States of America, Plaintiff-Intervenor Fair Housing of the Dakotas (“FHD”), and Defendants Equity Homes, Inc. (“Equity Homes”), PBR, LLC (“PBR”), BBR, LLC (“BBR”), Shane Hartung (“Hartung”) (Equity Homes, PBR, BBR, and Hartung will be referred to collectively as “the FHA Defendants”), Scott Snoozy (“Snoozy”), Myron R. Van Buskirk (“Van Buskirk”), and Wayne Hansen, as trustee of the Hansen Family Trust Agreement (“Hansen”).¹ Collectively, the United States, FHD, Equity Homes, PBR, BBR, Hartung, Snoozy, Van Buskirk, and Hansen will be referred to herein as “Parties to the Partial Consent Order.” Martin McGee, as trustee of the Martin H. McGee Trust, is not a party to this Partial Consent Order.

¹ On January 7, 2010, the Clerk of Court entered default against Defendant Sertoma Hills Villas Association (“SHVA”) pursuant to Federal Rule of Civil Procedure 55(a). See Docket No. 49.

2. This action was brought by the United States to enforce provisions of Title VII of the Civil Rights Act of 1968 (“the Fair Housing Act”) as amended, 42 U.S.C. § 3601 *et seq.* The United States’ Complaint alleges that the FHA Defendants engaged in discriminatory housing practices in violation of 42 U.S.C. § 3604(f) by failing to design and construct covered multifamily dwellings in Sioux Falls, South Dakota with the features of accessible and adaptable design and construction required by 42 U.S.C. § 3604(f)(3)(C).
3. Pursuant to its authority under 42 U.S.C. § 3612(o), the United States’ Complaint alleges that: Equity Homes and PBR violated the FHA with respect to the design and construction of East Briar Estates (“East Briar”) and West Briar Estates (“West Briar”); Equity Homes, BBR, and Hartung violated the FHA with respect to the design and construction of Sertoma Hills Apartments (“Sertoma Apartments”)² and Sertoma Hills Villas (“Sertoma Villas”); and Equity Homes and Hartung violated the FHA with respect to the design and construction of Beverly Gardens Apartments (“Beverly Gardens”).
4. The United States’ Complaint also alleges that through the actions described in the above paragraph, the FHA Defendants engaged in a pattern or practice of discrimination against persons with disabilities. In addition, the United States’ Complaint alleges that Equity Homes and BBR’s pattern or practice of discrimination included failing to design and construct Kensington Apartments (“Kensington”) with the features of accessible and adaptable design and construction required by 42 U.S.C. § 3604(f)(3)(C).
5. Pursuant to 42 U.S.C. § 3612(o)(2), FHD has intervened in this action. Plaintiff-Intervenor FHD alleges that it has been injured by the FHA Defendants’ violations of the Fair Housing Act in connection with the design, construction, sale, and/or operation of East Briar, West Briar, Beverly Gardens, Kensington, Sertoma Apartments, and Sertoma Villas.
6. The Parties to the Partial Consent Order agree that East Briar, West Briar, Kensington, Beverly Gardens, Sertoma Apartments, and Sertoma Villas (collectively, “the Subject Properties”) are subject to the accessible design and construction requirements of 42 U.S.C. § 3604(f)(3)(C).

² Hartung drafted only 7025 and 7029 W. 56th Street of Sertoma Apartments. Hartung has also filed an answer denying liability and asserting certain affirmative defenses.

II. DEFENDANTS

7. Defendant Equity Homes is a South Dakota corporation headquartered in Sioux Falls, South Dakota. Defendant Equity Homes was the builder for East Briar, West Briar, Kensington, Beverly Gardens, Sertoma Apartments, and Sertoma Villas.
8. Defendant PBR was a South Dakota limited liability company with its principle place of business in Sioux Falls, South Dakota. Defendant PBR owned East Briar and West Briar during their design and construction. Defendant PBR was dissolved on December 31, 2008, and is no longer in operation.
9. Defendant BBR is a South Dakota limited liability company with its principle place of business in Sioux Falls, South Dakota. Defendant BBR owned Kensington, Sertoma Apartments, and Sertoma Villas during their design and construction.
10. While doing business as Hartung Design, Defendant Shane Hartung served as the draftsman for Beverly Gardens, the Sertoma Apartments located at 7025 and 7029 W. 56th Street, Sioux Falls, South Dakota, and Sertoma Villas. Defendant Hartung is a resident of Sioux Falls, South Dakota.
11. Defendant Snoozy is a resident of Sioux Falls, South Dakota. Defendant Snoozy owns East Briar and took ownership after Equity Homes and PBR had already completed the design and construction of the property. Defendant Snoozy is not alleged to have been involved in the design and construction of East Briar. Defendant Snoozy has been named as a party to this lawsuit solely for the purposes of obtaining complete relief.
12. Defendant Van Buskirk is a resident of Sioux Falls, South Dakota. Defendant Van Buskirk owns West Briar, and took ownership after Equity Homes and PBR had already completed the design and construction of the property. Defendant Van Buskirk is not alleged to have been involved in the design and construction of West Briar. Defendant Van Buskirk has been named as a party to this lawsuit solely for the purposes of obtaining complete relief.
13. Defendant Hansen, a resident of Rapid City, South Dakota, is the trustee for the Hansen Family Trust Agreement. The Hansen Family Trust Agreement owns Kensington, and took ownership after Defendants Equity Homes and BBR completed the design and construction of the property. Defendant Hansen is not alleged to have been involved in the design and construction of Kensington. Defendant Hansen has been named as a party to this lawsuit solely for the purposes of obtaining complete relief.
14. Defendant SHVA is the governing entity of Sertoma Villas. Defendant SHVA is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States. On January 7, 2010, the Clerk of Court entered default against SHVA for failure to plead or otherwise defend within the time limit prescribed by Federal Rule of Civil Procedure 12(a)(1)(A).

15. Defendant McGee owns Sertoma Apartments, and is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States. Defendant McGee is not a party to this Partial Consent Order.

III. RELEVANT REQUIREMENTS OF THE FAIR HOUSING ACT

16. The FHA provides that, for non-elevator residential buildings with four or more dwelling units, all ground-floor units that are designed and constructed for first occupancy after March 13, 1991, are "covered multifamily dwellings" and must include certain basic features of accessible and adaptive design to make such units accessible to or adaptable for use by a person who has or develops a disability. 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(B).
17. The accessible and adaptive design provisions of the FHA require that for covered multifamily dwellings: (i) the public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability; (ii) all the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by persons with a disability using wheelchairs; (iii) all premises within such dwellings contain the following features of adaptive design: (I) an accessible route into and through the dwelling; (II) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; (III) reinforcements in bathroom walls to allow later installation of grab bars; and (IV) usable kitchens and bathrooms such that an individual using a wheelchair can maneuver about the space. 42 U.S.C. § 3604(f)(3)(C). These features are referred to herein as the "Accessible Design Requirements."
18. The United States alleges that the Subject Properties were designed and constructed for first occupancy after March 13, 1991, and therefore all of the ground-floor units in non-elevator buildings at the Subject Properties are "covered multifamily dwellings" within the meaning of the FHA, 42 U.S.C. § 3604(f)(7)(B). As such, those units and the public and common use areas including the accessible pedestrian routes at the Subject Properties must comply with the Accessible Design Requirements of 42 U.S.C. § 3604(f)(3)(C).

IV. VIOLATIONS AT THE SUBJECT PROPERTIES

19. East Briar Estates
- A. Construction at East Briar began in 1995 and is completed. East Briar consists of thirty-two (32) units in two-story, non-elevator buildings each having four or more apartment dwellings. It contains sixteen (16) ground-floor "covered multifamily dwellings" within the meaning of 42 U.S.C. § 3604(f)(7)(B). The ground-floor units and the public and common use areas of East Briar are subject to the requirements of the FHA, 42 U.S.C. § 3604(f)(3)(C).

- B. The Department of Housing and Urban Development (“HUD”) has surveyed East Briar and has specifically identified alleged failures to meet the requirements of the FHA at this property. The United States alleges that HUD’s investigation showed, in part, that (a) the property lacks an accessible route to the public street, (b) there are routes from the parking areas to building entrances with abrupt level changes and gaps that exceed the maximums allowed by the FHA Accessibility Guidelines; (c) there are entry doors with opening forces in excess of 8.5 pounds; (d) a stoop in front of a building entrance door is sloped excessively; (e) the property lacks accessible garage parking; (f) mail kiosks lack sufficient clear floor space and are placed too high for persons who use wheelchairs; (g) thresholds at unit entry doors at the property are too high; (h) walk-in closet doors do not have 32" nominal clear width when open; and (i) bathroom sinks in ground floor units are mounted too close to the wall for use by a person using a wheelchair.

20. West Briar Estates

- A. Construction at West Briar began in 1998 and is completed. West Briar consists of thirty-two (32) units in two-story, non-elevator buildings each having four or more apartment dwellings. It contains sixteen (16) ground-floor “covered multifamily dwellings” within the meaning of 42 U.S.C. § 3604(f)(7)(B). The ground-floor units and the public and common use areas of West Briar are subject to the requirements of the FHA, 42 U.S.C. § 3604(f)(3)(C).
- B. HUD has surveyed West Briar and has specifically identified alleged failures to meet the requirements of the FHA at this property. The United States alleges that HUD’s investigation showed, in part, that (a) the property lacks an accessible route to the public street, (b) there are routes from the public access areas to numerous building entrances with abrupt level changes that exceed the maximums allowed by the FHA Accessibility Guidelines, as well as excessive cross slopes; (c) there are entry doors with opening forces in excess of 8.5 pounds; (d) a stoop in front of a building entrance door is sloped excessively; (e) the property lacks accessible garage parking and accessible guest parking; (f) mail kiosks lack sufficient clear floor space and are placed too high for persons who use wheelchairs; (g) thresholds at unit entry doors at the property are too high; (h) unit entry doors use knob-style, rather than lever-style hardware; (i) walk-in closet doors do not have 32" nominal clear width; (j) thermostat controls are mounted above the maximum reach of a wheelchair user; (k) bathroom sinks in ground floor units are mounted too close to the wall for use by a person using a wheelchair; and (l) bathrooms are not designed so that an individual using a wheelchair can maneuver about them.

21. Kensington Apartments

- A. Construction at Kensington began in 2000 and is completed. Kensington consists of forty-eight (48) units in two-story, non-elevator buildings each having four or more apartment dwellings. It contains twenty-four (24) ground-floor “covered

multifamily dwellings” within the meaning of 42 U.S.C. § 3604(f)(7)(B). The ground-floor units and the public and common use areas of Kensington are subject to the requirements of the FHA, 42 U.S.C. § 3604(f)(3)(C).

- B. HUD has surveyed Kensington and has specifically identified alleged failures to meet the requirements of the FHA at this property. The United States alleges that HUD’s investigation showed, in part, that (a) the property lacks an accessible route to the public street and to a dumpster, (b) there are routes from the public access areas to numerous building entrances with abrupt level changes in excess of the maximums allowed by the FHA Accessibility Guidelines, a curb ramp blocked by a parking space, and excessive cross slopes; running slopes, and running slope on at least one curb ramp; (c) there is a ramp leading to one building entrance with an excessive running slope and handrails that do not extend at least 12" beyond the top and bottom of the ramp; (d) building entry doors require opening forces in excess of 8.5 pounds; (e) stoops in front of building entrance doors are sloped excessively; (f) the property lacks accessible garage parking; (g) mail kiosks lack sufficient clear floor space and are placed too high for persons who use wheelchairs; (h) the rent drop box is placed too high for persons who use wheelchairs; (i) thresholds at unit entry doors at the property are too high; (j) patio doors do not have 32" nominal clear floor width; (k) walk-in closet doors do not have 32" nominal clear width; (l) thermostat controls are mounted above the maximum reach of a wheelchair user; (m) bathroom sinks in ground floor units are mounted too close to the wall for use by a person using a wheelchair; (n) bathrooms are not designed so that an individual using a wheelchair can maneuver about them; and (o) toilets are located too close to adjacent sidewalls or fixtures.

22. Sertoma Hills Apartments

- A. Construction at Sertoma Apartments began in 2002 and is completed. Sertoma Apartments consists of forty-eight (48) units in two-story, non-elevator buildings. It contains twenty-four (24) ground-floor “covered multifamily dwellings” within the meaning of 42 U.S.C. § 3604(f)(7)(B). The ground-floor units and the public and common use areas of Sertoma Apartments are subject to the requirements of the FHA, 42 U.S.C. § 3604(f)(3)(C).
- B. HUD has surveyed Sertoma Apartments and has specifically identified alleged failures to meet the requirements of the FHA at this property. The United States alleges that HUD’s investigation showed, in part, that (a) there are routes from the public access areas to numerous building entrances with abrupt level changes that exceed the maximums allowed by the FHA Accessibility Guidelines, excessive cross slopes and running slopes, as well as curb ramps with excessive running slopes and cross slopes; (b) the lower edge of the rent drop box protrudes too far into the walkway, posing a hazard for the visually impaired; (c) all building entry doors require opening forces in excess of 8.5 pounds; (d) the property lacks accessible garage parking; (e) mail kiosks and the rent drop box are placed too

high for persons who use wheelchairs, and one mail kiosk lacks an accessible route; (f) thresholds at unit entry doors at the property are too high; (g) unit entry doors use knob-style, rather than lever-style hardware; (h) walk-in closet doors do not have 32" nominal clear width; (i) thermostat controls are mounted above the maximum reach of a wheelchair user; (j) bathroom sinks in ground floor units are mounted too close to the wall for use by a person using a wheelchair; and (k) toilets are located too close to adjacent sidewalls or fixtures.

23. Sertoma Hills Villas

- A. Construction at Sertoma Villas began in 2003 and is completed. Sertoma Villas consists of sixteen (16) units in two-story, non-elevator buildings. It contains eight (8) ground-floor "covered multifamily dwellings" within the meaning of 42 U.S.C. § 3604(f)(7)(B). The ground-floor units and the public and common use areas of Sertoma Villas are subject to the requirements of the FHA, 42 U.S.C. § 3604(f)(3)(C).
- B. HUD has surveyed Sertoma Villas and has specifically identified alleged failures to meet the requirements of the FHA at this property. The United States alleges that HUD's investigation showed, in part, that (a) there are routes from the public access areas to numerous building entrances with abrupt level changes that exceed the maximums allowed by the FHA Accessibility Guidelines, as well as excessive cross slopes and running slopes; (b) a mailbox protrudes too far into the walkway, posing a hazard for the visually impaired; (c) two stairways extend downward, creating a space under those stairs with too little headroom, posing a hazard for the visually impaired; (d) the property lacks accessible garage parking; (e) mail kiosks and SHVA drop box are placed too high for persons who use wheelchairs; (f) thresholds at unit entry doors at the property are too high; (g) unit entry doors use knob-style, rather than lever-style hardware; (h) walk-in closet doors do not have 32" nominal clear width; (i) bathroom sinks are mounted too close to the wall for use by a wheelchair user; (j) bathrooms are not designed so that an individual using a wheelchair can maneuver about them; (k) toilets are located too close to adjacent sidewalls or fixtures; and (l) the kitchens are not designed so that an individual using a wheelchair can maneuver about them.

V. CONSENT OF THE PARTIES TO ENTRY OF THIS ORDER

24. The FHA Defendants have agreed to bring East Briar, West Briar, Kensington, and Sertoma Villas into compliance with the FHA in the manner set forth in this Order.
25. Snoozy, Van Buskirk, and Hansen agree to permit the retrofitting and inspecting of their respective Subject Properties in the manner set forth in this Order.
26. The Parties to the Partial Consent Order 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 to the Partial Consent Order further agree that this controversy should be resolved without further proceedings and without an evidentiary hearing or a trial as to all issues other than those necessary to obtain injunctive relief with respect to retrofits at Sertoma Apartments.³

27. As indicated by the signatures appearing below, the Parties to the Partial Consent Order agree to the entry of this Partial Consent Order.

It is hereby ADJUDGED, ORDERED and DECREED:

VI. GENERAL INJUNCTION

28. Defendants Equity Homes, BBR, Hartung, and each of their officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, are enjoined from discriminating on the basis of disability as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f).
29. Snoozy, Van Buskirk, Hansen, SHVA, and each of the aforementioned parties' officers, employees, agents, successors and assigns, and all other persons in active concert or participation with them are enjoined from interfering or preventing the retrofitting ordered herein or the implementation or completion of this Partial Consent Order.⁴ Snoozy, Van Buskirk, Hansen, and SHVA will allow access to the public and common use areas of the Subject Properties, and, to the extent possible, access to unit interiors at the Subject Properties, for the purpose of planning, evaluating, and performing any action required under this Order to bring the public and common use areas and the unit interiors into compliance with the FHA and the FHA Guidelines, and for the purpose of interviewing or meeting with homeowners, residents or tenants to aid in the implementation or completion of this Order.

VII. RETROFIT OF GROUND FLOOR UNITS AND PUBLIC AND COMMON USE AREAS AT THE SUBJECT PROPERTIES

30. The United States, as set forth herein and in its Complaint, alleges that the Subject Properties do not meet the accessibility requirements of the FHA and the Fair Housing Accessibility Guidelines ("FHA Guidelines") (56 Fed. Reg. 9472 (1991)). To address the United States' allegations, the FHA Defendants shall complete the actions and retrofits described in this section and **Appendices A through D** and shall pay all expenses

³ Plaintiffs and the FHA Defendants have reached an agreement concerning retrofits appropriate to address the alleged accessibility barriers at Sertoma Apartments. However, McGee, the current owner of Sertoma Apartments, has not agreed to the terms of this Partial Consent Order. Therefore, the sole issue of retrofits at Sertoma Apartments remains unresolved by this Partial Consent Order.

⁴ This paragraph should not be construed to prohibit Snoozy, Van Buskirk, Hansen, and SHVA from enforcing the workmanship requirement set forth in paragraph 35.

associated with these retrofits. For each Subject Property, only the FHA Defendants indicated in the corresponding paragraph(s) (§§ 31 - 34) shall be responsible for completing the actions and retrofits for that Subject Property.

31. East Briar Estates

- A. Within thirty (30) days from the entry of this Order, Equity Homes shall submit a detailed work plan to the United States and Snoozy outlining how Equity Homes intends to complete each remedial action specified in Appendix A at East Briar. This proposal will include the manner, materials, and the order in which such remedial action will be completed.
- B. If the United States or Snoozy object to any part of the work plan, they shall make their objections known to Defendant Equity Homes within thirty (30) days of receipt of the work plan. If the parties are not able to resolve these objections after good faith negotiations, Equity Homes, the United States, or Snoozy may ask the Magistrate Judge for a report and recommendation to resolve any objections.
- C. Within fifteen (15) months from the date of entry of this Order, Equity Homes will complete the remedial actions involving building interiors specified in Appendix A at East Briar Estates. Within twenty-two (22) months from the date of entry of this Order, Equity Homes will complete the exterior remedial actions specified in Appendix A at East Briar Estates..
- D. Within one hundred and twenty (120) days from the date of the entry of this Order, Equity Homes will provide a notice that is substantially equivalent to Appendix F to East Briar residents in ground-floor covered multifamily dwelling units. Requests by East Briar residents for the retrofits offered in such notice will be granted by Equity Homes on a first come, first served basis. Equity Homes will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident.

32. West Briar Estates

- A. Within thirty (30) days from the entry of this Order, Equity Homes shall submit a detailed work plan to the United States and Van Buskirk outlining how Equity Homes intend to complete each remedial action specified in Appendix B at West Briar. This proposal will include the manner, materials, and the order in which such remedial action will be completed.
- B. If the United States or Van Buskirk object to any part of the work plan, they shall make their objections known to Defendant Equity Homes within thirty (30) days of receipt of the work plan. If the parties are not able to resolve these objections after good faith negotiations, Equity Homes, the United States, or Van Buskirk may ask the Magistrate Judge for a report and recommendation to resolve any objections.

- C. Within fifteen (15) months from the date of entry of this Order, Equity Homes will complete the remedial actions involving building interiors specified in Appendix B at West Briar Estates. Within twenty-two (22) months from the date of entry of this Order, Equity Homes will complete the exterior remedial actions specified in Appendix B at West Briar Estates.
- D. Within one hundred and twenty (120) days from the date of the entry of this Order, Equity Homes will provide a notice that is substantially equivalent to Appendix F to West Briar residents in ground-floor covered multifamily dwelling units. Requests by West Briar residents for the retrofits offered in such notice will be granted by Equity Homes on a first come, first served basis. Equity Homes will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident.

33. Kensington Apartments

- A. Within thirty (30) days from the entry of this Order, Equity Homes and BBR shall submit a detailed work plan to the United States and Hansen outlining how Equity Homes and BBR intend to complete each remedial action specified in Appendix C at Kensington. This proposal will include the manner, materials, and the order in which such remedial action will be completed.
- B. If the United States or Hansen object to any part of the work plan, they shall make their objections known to Defendants Equity Homes and BBR within thirty (30) days of receipt of the work plan. If the parties are not able to resolve these objections after good faith negotiations, Equity Homes, BBR, the United States, or Hansen may ask the Magistrate Judge for a report and recommendation to resolve any objections.
- C. Within fifteen (15) months from the date of entry of this Order, Equity Homes and BBR will complete the remedial actions involving building interiors specified in Appendix C at Kensington Apartments. Within twenty-two (22) months from the date of entry of this Order, Equity Homes and BBR will complete the exterior remedial actions specified in Appendix C at Kensington Apartments.
- D. Within one hundred and twenty (120) days from the date of the entry of this Order, Equity Homes and BBR will provide a notice that is substantially equivalent to Appendix F to Kensington residents in ground-floor covered multifamily dwelling units. Requests by Kensington residents for the retrofits offered in such notice will be granted by Equity Homes and BBR on a first come, first served basis. Equity Homes and BBR will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident.

34. Sertoma Hills Villas

A. Work Plan for Sertoma Hills Villas

- i. Within thirty (30) days from the entry of this Order, Equity Homes and BBR shall submit a detailed work plan to the United States outlining how Equity Homes and BBR intend to complete each remedial action specified in Appendix D at Sertoma Villas. This proposal will include the manner, materials, and (for retrofits to accessible routes and public and common use areas) the order in which such remedial actions will be complete.
- ii. If the United States objects to the work plan, the United States shall make its objections known within thirty (30) days from the receipt of the work plan. If the parties are not able to resolve these objections after good faith negotiations, Equity Homes, BBR, or the United States may ask the Magistrate Judge for a report and recommendation to resolve any objections.

B. Compliant Public and Common Use Areas

- i. Within twenty-two (22) months from the entry of this Order, Equity Homes and BBR will take the remedial actions specified in Appendix D involving the accessible pedestrian routes and public and common use areas.

C. Compliant Dwelling Unit Interiors

- i. Within one hundred and twenty (120) days from the date of the entry of this Order, on the first anniversary of entry of this Order, and 21 months after the entry of this Order, Equity Homes and BBR will inform each condominium unit owner and resident who resides in a ground-floor covered multifamily dwelling unit at Sertoma Villas that has not been retrofitted as agreed or ordered pursuant to Paragraph 34(A), in writing, that (1) the United States has alleged that certain features of the unit and the public and common use areas do not meet the accessible and adaptive design requirements of the FHA and that to settle this lawsuit, Equity Homes and BBR have agreed to retrofit certain features to make the units more accessible; (2) the features of accessible and adaptive design can be retrofitted in the unit and on the Accessible Pedestrian Route upon request of the unit owner or resident; (3) the retrofits offered will be at no cost to the unit owner or resident; and (4) the scheduling of the retrofits will take into account the preferences and convenience of the unit owner and resident and that relocation costs, if any, will be provided in advance. In addition, the notice will inform each unit owner or resident that he or she will be paid two hundred and fifty dollars (\$250.00) as payment for inconvenience, beyond the monies expended on the retrofits, if he or she

agrees to have the unit modified to retrofit the alleged interior violations in Appendix D. The notice will be substantially in the form of Appendix G. Equity Homes and BBR will certify to the United States in writing that the notices have been distributed and the manner in which they were distributed within ten (10) days after such distribution.

- ii. Requests by unit owners or residents at Sertoma Villas for retrofits offered in such notice will be granted by Equity Homes and BBR on a first come, first served basis. Equity Homes and BBR will complete the retrofits as promptly as practical, but no later than ninety (90) days from the date on which the retrofits were requested.
- iii. Equity Homes and BBR will pay each unit owner or resident two hundred and fifty dollars (\$250.00) as payment for inconvenience, beyond the monies expended on the retrofits, if that unit is modified to retrofit all of the alleged unit interior violations in Appendix D.
- iv. Sertoma Hills Villas Association will provide a copy of the notice described in Paragraph 34(C)(i) to any new owners or residents of ground-floor covered multifamily dwelling unit at Sertoma Villas during the period of this Order.

35. The FHA Defendants agree to perform all retrofits for which they are responsible under Section VII with workman-like quality.

VIII. INCONVENIENCE AND OVERNIGHT STAYS FOR RETROFITTING COVERED MULTIFAMILY DWELLING UNIT INTERIORS AT SUBJECT PROPERTIES

36. The FHA Defendants responsible for retrofits pursuant to Section VII shall endeavor to minimize inconvenience to residents in scheduling and performing retrofits required by this Partial Consent Order to covered multifamily dwelling unit interiors at East Briar, West Briar, Kensington, and Sertoma Villas.
37. The FHA Defendants responsible for retrofitting a Subject Property at which a resident of a unit scheduled to undergo a retrofit will be dislocated from the unit for more than twenty-four (24) hours consecutively shall pay the resident the applicable government per diem rate for food and lodging for the local area (as available at www.gsa.gov – click on “per diem rates” under travel) for each day of undue inconvenience or hardship for the resident(s). Such payment shall be made prior to the commencement of any retrofit work on the resident’s unit, so that the resident may use the money to obtain alternative living accommodations and obtain food while dislocated. Parties shall attempt to resolve any disputes involving the need to displace a resident, the amount of payment for food and lodging, or any other issue that may arise under this paragraph. If the parties are unable to resolve any such dispute, parties may ask the Magistrate Judge for a report and recommendation to resolve any objections.

IX. NOTICE OF RETROFITS TO PUBLIC AND COMMON USE AREAS AT SUBJECT PROPERTIES

38. Within one hundred twenty (120) days of the entry of this Order, the FHA Defendants responsible for retrofitting East Briar, West Briar, Kensington, and Sertoma Villas pursuant to Section VII will provide written notice to all residents and homeowners at the East Briar, West Briar, Kensington, and Sertoma Villas stating that the retrofits required by this Order will be performed to the public and common use areas of the respective Subject Property, which include unit entrances and accessible routes. Such notice will conform to Appendix E. These FHA Defendants will certify to the United States in writing that the notices have been distributed and the manner in which they were distributed within ten (10) days after such distribution.

X. RETROFIT FUND

39. Within fifteen (15) days of the entry of this Order, Defendants Equity Homes and BBR will establish and maintain an interest-bearing escrow account ("Retrofit Fund") to be used to pay a portion of the costs associated with retrofitting the Subject Properties pursuant to Sections VII and VIII.
40. Defendant Hartung will pay a total sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) into the Retrofit Fund.⁵ Within ten (10) days of receiving each payment into the Retrofit Fund, Defendants Equity Homes and BBR shall certify in writing to the United States that Defendant Hartung has satisfied his obligation. It is understood that Hartung has no other financial obligations with regard to any of the parties hereto or any of the Subject Properties other than as stated in this paragraph and in paragraph 51 (B).
41. Defendants Equity Homes and BBR may withdraw from the Retrofit Fund in order to pay the costs of materials, labor, subcontractors, and payments to displaced residents as required by Sections VII and VIII. Defendants Equity Homes and BBR will maintain statements, invoices, receipts, and any other records related to payments made from the Retrofit Fund. Upon request, Defendants Equity Homes and BBR shall provide the United States with copies of such records.

⁵ This sum may also be used by Equity Homes and BBR for any retrofits which may be ordered in the future with respect to Sertoma Apartments. Hartung is not responsible for any additional payments regarding the Subject Properties. Defendant Hartung will pay the total sum of \$12,500.00 in the following manner: \$4,500 on the date of entry of this Order, \$4,000 on or before one year after the date of entry of this Order, and \$2,500 on or before two years after the date of entry of this Order. During the term of this Consent Order and upon the mutual agreement of Equity Homes and Hartung, Hartung may provide drafting services in lieu of some payments into Retrofit Fund. Absent a mutual agreement between Equity and Hartung, Hartung will make all payments into the Retrofit Fund as set forth herein.

42. After the satisfaction of Sections VII, VIII, Paragraphs 39-41, any future retrofits agreed or ordered with respect to Sertoma Apartments, and the expiration of the corresponding time periods, any money remaining in the Retrofit Fund shall be distributed to a qualified organization(s) mutually agreed upon by the United States and Defendant Hartung, subject to the approval of the Court, for the purpose of conducting fair housing enforcement or educational activities in Minnehaha County, South Dakota. When the Court issues an order approving or changing the parties' proposed distribution of funds, Defendant Equity Homes and BBR shall distribute the funds in the manner directed by the Court within ten (10) days of the Court's Order.

XI. NEUTRAL INSPECTION OF SUBJECT PROPERTIES

43. The FHA Defendants responsible for retrofitting the Subject Properties pursuant to Section VII will enter into a contract with a neutral inspector ("Inspector") approved by the United States and the Necessary Parties to conduct on-site inspections of the retrofits that have been performed under this Order to determine whether the retrofits have been completed in accord with the specifications in this Order's Appendices A - D. The Inspector will have expertise in the Accessible Design Requirements of the FHA, the requirements of the FHA Guidelines, and the ANSI A117.1-1986 accessibility standards. The United States' approval of the FHA Defendants' neutral inspector will not be unreasonably denied.
44. The inspection of each Subject Property retrofitted pursuant to Section VII will take place within thirty (30) days after the completion of all of the retrofits at that Subject Property. The FHA Defendants responsible for retrofitting the Subject Property will give the United States at least three (3) weeks notice of the inspection and will give the United States an opportunity to have its representative present for the inspection.
45. The Inspector will set out the results of each inspection of the Subject Property retrofitted pursuant to Section VII, including deficits in the required retrofits and the quality of workmanship, if any, in writing and will send that report to counsel for the FHA Defendants and for the United States.² The Inspector will take digital photographs of any deficiencies identified at each Subject Property. If the Inspector indicates that not all of the required retrofits have been made as specified in the Appendices or completed in a

² For purposes of this Order, counsel for the United States is Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 950 Pennsylvania Avenue, NW Building - G St., Washington, D.C. 20530, Attn: U.S. v. Equity Homes, et al., DJ# 175-69-42, or as otherwise directed by the United States. All reports mentioned in this Order will be sent to that address or as directed by the United States. When a submission by facsimile is required, the submission will be sent to (202) 514-1116, or as directed by the United States.

workmanlike manner and a reasonable level or quality, the FHA Defendants involved in that specific Subject Property as set forth above, will correct any deficiencies within a reasonable period of time and will pay for another inspection by the same Inspector to certify the deficiencies have been corrected. This process will continue until the Inspector certifies that all of the necessary retrofits have been satisfactorily completed. The FHA Defendants involved in that Subject Property will pay all of the Inspector's reasonable costs associated with these inspections of the Subject Property, and such payments will be made without regard to the Inspector's findings.

XII. TRANSFER OF INTEREST IN SUBJECT PROPERTIES

46. The sale or transfer of ownership, in whole or in part, of a Subject Property will not affect any obligation to allow the retrofitting and inspection of that Subject Property as specified in this Order. Should Snoozy, Van Buskirk, Hansen, or SHVA decide to sell or transfer any ownership of a Subject Property, in whole or in part, or any portion thereof, prior to the completion of the retrofits at their respective Subject Property and subsequent neutral inspection as specified in this Order and its Appendices, that Defendant will at least thirty (30) days prior to completion of the sale or transfer: (a) provide to each prospective buyer written notice that the Subject Property is subject to this Order, including specifically the Defendants' obligation to complete required surveys, retrofit work and/or inspections, along with a copy of this Order; and (b) provide to the United States, by facsimile and first-class mail, written notice of the intent of a Defendant to sell or transfer ownership, along with a copy of the notice sent to each buyer, and each buyer's name, address and telephone number. If Snoozy, Van Buskirk, Hansen, or SHVA decides to sell or transfer any ownership of a Subject Property, in whole or in part, or any portion thereof, after the completion of retrofits at their Subject Property and subsequent neutral inspection as specified in this Order and its Appendices, such Defendant does not have to provide notice of such sale or transfer to the prospective buyer or United States.

XIII. NO RAISING RENTS OR SALES PRICES

47. Snoozy, Van Buskirk, McGee, SHVA, their agents and affiliated companies, may not raise the rent or sales price of any dwelling unit, or demand any deposit or other fee for a dwelling unit at their Subject Property solely because of contemplated or completed retrofits in a dwelling unit.

XIV. NON-DISCRIMINATION IN FUTURE DESIGN AND CONSTRUCTION

48. For the duration of this Order, Defendants Equity Homes and BBR will maintain, and provide to the United States in accordance with Section XVIII, the following information and statements regarding any covered multifamily dwellings intended to be, or which actually are, purchased, developed, built, designed, constructed, or engineered in whole or in part, by any of them or by any entities in which they have a position of control as an officer, director, member, or manager, or have a ten-percent (10%) or larger ownership share, provided, however, that such information and statements need to be maintained

and/or provided only on properties in which Equity Homes or BBR is actually involved, not on those properties in which Equity Homes or BBR bids or expresses an interest, but does not become finally involved:

- A. the name and address of the property;
 - B. a description of the property and the individual units;
 - C. the name, address, and telephone number of the civil engineer(s) involved with the project;
 - D. a statement from the civil engineer(s) involved with the property acknowledging and describing his/her knowledge of and training in the requirements of the FHA, 42 U.S.C. § 3406(f)(1), (f)(2), and (f)(3)(C), the requirements of the FHA Guidelines, and in the field of accessible site design and certifying that he/she has reviewed the engineering documents for the project and that the design specifications therein fully comply with the requirements of the Fair Housing Act and the FHA Guidelines;
 - E. the name, address and telephone number of the architect(s) involved with the property;
 - F. a statement from all architect(s) or engineer(s) involved with the property, acknowledging and describing his/her knowledge of and training in the requirements of the FHA and in the field of accessible building and housing design and certifying that he/she has reviewed the architectural plans for the property and that the design specifications therein fully comply with the requirements of the FHA and the FHA Accessibility Guidelines;
 - G. If the engineering documents or architectural plans are revised, and the revisions could have any impact on the accessibility of the dwellings or property, Equity Homes and BBR will obtain, maintain, and provide to the United States upon request, a statement from the site engineer(s) or architect(s) involved with the property that all specifications in the revised engineering documents or architectural plans, as pertinent, comply with the requirements of the Fair Housing Act and the FHA Accessibility Guidelines.
49. For the duration of this Order, if Defendant Hartung knowingly prepares any site plans, architectural plans, drawings or blueprints to be used for construction as covered multifamily housing, he shall include on such plans, drawing or blueprints a statement that they comply with the Fair Housing Act, and, where applicable, the ADA and the ADA Standards for Accessible Design. For the duration of this Order, Hartung shall, upon request, provide to the United States a list of all such multifamily housing that he has designed or is designing during the term of this Order.

XV. IDENTIFIED AGGRIEVED PERSONS

50. Defendants Equity Homes and BBR shall pay a total sum of \$5,000.00 to HUD Complainant Ryan Green, \$4,500.00 to the estate of HUD Complainant Robert Roach, and \$4,500.00 to HUD Complainant Kelly Coffman.
- A. These sums shall be paid within thirty (30) days of the date of entry of this Order by sending to counsel for the United States individual checks, payable to the order of each of the above aggrieved persons.
 - B. The United States will retain in its possession the check for each above-identified aggrieved person until that person has executed a written release of all claims, legal or equitable, in the form of Appendix J that he or she might have against any and all Defendants relating to the claims asserted in this lawsuit.
51. Fair Housing of the Dakotas
- A. Defendants Equity Homes, BBR, and Hartung agree to:
 - i. Distribute a copy of the HUD booklet, "Fair Housing: Equal Opportunity for All," to each household occupying any rental dwelling that they own, operate or manage;
 - ii. Develop, promulgate and distribute a Reasonable Accommodations Policy to each household occupying any rental dwelling Equity Homes, BBR, or Hartung own, operate or manage. The substance of the Reasonable Accommodation Policy shall be consistent with the Joint Statement of the Department of Housing and Urban Development and the Department of Justice: Reasonable Accommodations under the Fair Housing Act (May 17, 2004).
 - iii. Develop, promulgate and distribute a Reasonable Modification Policy to each household occupying any rental dwelling Equity Homes, BBR, or Hartung own, operate or manage. The substance of the Reasonable Modification Policy shall be consistent with the Joint Statement of the Department of Housing and Urban Development and the Department of Justice: Reasonable Modifications under the Fair Housing Act (March 5, 2008).
 - iv. Notify Paralyzed Veterans of America - North Central Chapter (209 North Garfield, Sioux Falls, SD 57104) of any dwellings owned, operated or manage by Equity Homes, BBR, or Hartung available for rent or sale.
 - B. Defendants Equity Homes and BBR shall make a monetary payment of \$20,000.00 and Defendant Hartung shall make a monetary payment of \$7,500.00 to plaintiff-

intervenor Fair Housing of the Dakota in the form of a check made payable to the Attorney Client Trust Account of Brancart & Brancart.⁶ This settlement sum reflects the both the payment to Fair Housing of the Dakotas for claimed damages as well has Fair Housing of the Dakotas' attorneys' fees and costs.

- C. FHD, Equity Homes, BBR, and Hartung shall execute mutual releases, releasing any and all claims regarding or arising out of the design and construction of any of the Subject Properties identified in the complaint in intervention and subject to the terms of this Order. This mutual release shall not cover any dwelling not identified in the complaint in intervention and not subject to the terms of this Order.

XVI. EDUCATIONAL PROGRAM

52. Within thirty (30) days of the entry of this Order, Equity Homes, BBR, and Hartung will provide a copy of this Order to all their employees involved in the design or construction of the Subject Properties and secure the signed statement from each employee acknowledging that he or she has received and read the Order, and has had an opportunity to have questions about the Order answered. This statement will be substantially similar to the form of Appendix H.
53. During the term of this Order, within thirty (30) days after the date he or she commences an employment relationship with Equity Homes, BBR, or Hartung, each new employee involved in the design and construction of any Subject Property or other covered multifamily dwelling property will be given a copy of this Order and be required to sign the statement acknowledging that he or she has received and read the Order, and has had an opportunity to have questions about the Order answered. This statement will be substantially similar to the form of Appendix H.
54. Equity Homes, BBR, and Hartung will also ensure that they and their employees who have primary management authority over the design and/or construction of covered multifamily dwellings have a copy of, are familiar with, and personally review, the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act, (August 1996, Rev. April 1998). Equity Homes, BBR, Hartung, and all employees whose duties involve the management, sale and/or rental of multifamily dwellings at issue in this case will be informed of those portions of the Fair Housing Act that relate to accessibility requirements, reasonable accommodations and reasonable modifications.
55. Within one hundred and eighty (180) days of the date of entry of this Order, Equity Homes, BBR, Hartung, and all their employees whose duties involve primary

⁶ Hartung will make a \$5,000 payment on the date of this Order and \$2,500 on or before one year after the date of entry of this Order.

management authority over the development, design and/or construction of multifamily dwellings will undergo training on the design and construction requirements of the Fair Housing Act, unless they have already had similar training within the last four years. The training will be conducted by a qualified individual who has been approved in advance by the Department of Justice, and any expenses associated with this training will be borne by Equity Homes, BBR, and Hartung. Equity Homes, BBR, and Hartung will provide to the United States, within thirty (30) 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 Equity Homes, BBR, Hartung, and covered employees confirming their attendance, in a form substantially equivalent to Appendix I. The deadlines under this paragraph are subject to the dispute resolution procedure set forth in Paragraph 63.

XVII. NOTICE OF DEFENDANTS' NON-DISCRIMINATION POLICY

56. Within ten (10) days of the date of entry of this Order, FHA Defendants with an ownership or management interest in a covered multifamily dwelling property will post and prominently display in the sales or rental offices of all covered multifamily dwellings owned or operated by them a sign no smaller than 10 by 14 inches indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.
57. For the duration of this Order, in all future advertising in newspapers, electronic media, pamphlets, brochures and other promotional literature regarding any new covered multifamily dwelling properties that any FHA Defendant may develop or construct, such advertisements shall comply with HUD's Fair Housing Advertising guideline, originally published at 24 C.F.R. Part 109 and presently available on HUD website, www.hud.gov. Such advertisements shall also include a statement that the dwelling units include features for persons with disabilities required by the federal Fair Housing Act.

XVIII. NOTIFICATION AND DOCUMENT RETENTION REQUIREMENTS

58. In addition to all other reporting required herein, within one hundred eighty (180) days after the date of entry of this Order, Equity Homes, BBR, and Hartung will submit to the United States an initial report containing the reporting required by Section XIV, and containing the signed statements of Equity Homes, BBR, Hartung, and their employees who have completed the training program specified in Section XVI of this Order (see also Appendices H & I). Thereafter during the term of this Order, Equity Homes, BBR, and Hartung will, on the anniversary of the entry of this Order, submit to the United States a compliance report detailing their compliance with this Order, including details on the retrofitting and inspections of the retrofits at East Briar, West Briar, Kensington, and Sertoma Apartments, the reporting required by Section XIV on current and future design and construction, and containing the signed statements of new employees and agents that, in accordance with Section XVI of this Order, they have received and read the Order, and

had an opportunity to have questions about the Order answered, except that the last compliance report will be due sixty (60) days prior to the anniversary.

59. For the duration of this Order, Equity Homes, BBR, and Hartung will advise the United States in writing within fifteen (15) days of receipt of any written administrative or legal fair housing complaint against any property owned or managed by them, or against any employees of Equity Homes, BBR, and Hartung working at or for any such property, regarding discrimination on the basis of disability in housing. Upon reasonable notice, Equity Homes, BBR, and Hartung will also provide the United States all information it may request concerning any such complaint. Equity Homes, BBR, and Hartung will also advise counsel for the United States, in writing, within fifteen (15) days of the resolution of any complaint.
60. For the term of this Order, Equity Homes, BBR, and Hartung are required to preserve all records related to this Order, related to the Subject Properties and any other covered multifamily dwellings designed, constructed, owned, operated, or acquired by them during the duration of this Order. Upon reasonable notice to Equity Homes, BBR, and Hartung, representatives of the United States will be permitted to inspect and copy any records of Equity Homes, BBR, and Hartung, or inspect any properties or dwelling units under the control of Equity Homes, BBR, or Hartung bearing on compliance with this Order at any and all reasonable times, provided, however, that the United States will endeavor to minimize any inconvenience to Equity Homes, BBR, Hartung, and residents from such inspections.

XIV. DURATION OF ORDER AND TERMINATION OF LEGAL ACTION

61. This Order will remain in effect for two (2) years after the date of its entry.
62. The Court will retain jurisdiction for the duration of this Order to enforce the terms of the Order, at which time the case will be dismissed with prejudice. The United States may move the Court to extend the duration of the Order in the interests of justice.
63. All parties will 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 a Defendant to perform, in a timely manner, any act required by this Order, or otherwise for their failure to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity.


XX. TIME FOR PERFORMANCE

64. Any time limits for performance imposed by this Order may be extended by the mutual written agreement of the United States and the relevant Defendants.

XXI. COSTS OF LITIGATION

65. Except as specifically provided in this Order, each party to this litigation will bear its own costs and attorney's fees associated with this litigation.

SO ORDERED this 20th day of July, 2011.


UNITED STATES DISTRICT COURT JUDGE


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

For Plaintiff United States:

Brendan V. Johnson
United States Attorney

Jan L. Holmgren
Assistant United States Attorney
District of South Dakota
325 South 1st Avenue
Suite 300
Sioux Falls, South Dakota 57104

Thomas E. Perez
Assistant Attorney General
Civil Rights Division


Steven H. Rosenbaum, Chief
Timothy J. Moran, Deputy Chief
Daniel H. Yi, Trial Attorney
United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Avenue, NW
Washington, D.C. 20530

For Plaintiff-Intervenor Fair Housing of the Dakotas:



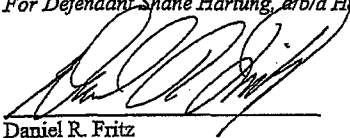
Chris Brancart
Brancart & Brancart
P.O. Box 686
Pescadero, California 94060

For Defendant Equity Homes, Inc., PBR, LLC, and BBR, LLC:

A handwritten signature in cursive script, appearing to read "Susan M. Sabers", written over a horizontal line.

Susan M. Sabers
Fuller & Sabers, LLP
7521 S. Louise Avenue
Sioux Falls, South Dakota 57108

For Defendant Shane Hartung, d/b/a Hartung Design:



Daniel R. Fritz
Lynn, Jackson, Shultz & Lebrun, P.C.
141 North Main Avenue
Sioux Falls, South Dakota 57101

For Defendants Scott Snoozy, Myron R. Van Buskirk, and Wayne Hansen, as Trustee of the Hansen Family Trust Agreement:



Shawn Nichols
Cadwell, Sanford, Deibert & Garry, LLP
200 East 10th Street, Suite 200
Sioux Falls, South Dakota 57101

East Briar Estates, Sioux Falls, South Dakota

Note 1. References in the Citation column are as follows:

FHAG - Fair Housing Accessibility Guidelines

ANSI - ANSI A117.1-1986

AR to Unit Entrances at Individual Buildings				
Item	Element	Barrier	Potential Retrofit	Citation
Common Issues at Most or All Buildings				
1	Exterior entrance door to common vestibule	The following entrance doors require too much opening force: 4701, 4711, 4712, 4708.	Solution: Adjust door closers	FHAG Req. 2; ANSI 4.13.11
Building 4700/4704				
2	Stoop at 4700	Excessive level change at building entrance door	Solution: Level existing stoop; or replace stoop*	FHAG Req. 2; ANSI 4.3.8
3	Parallel path on asphalt to stoop at 4704	Excessive cross slope	Location: Throughout entire length. Solution: Resurface asphalt to provide a compliant 36" wide path of travel.	FHAG Req. 2; ANSI 4.3.7
4		Excessively wide gap	Solution: Fill gap.	FHAG Req. 2; ANSI 4.5.4
5	Connecting sidewalk to 4704	Excessive level change at stoop	Solution: Resurface asphalt to provide a compliant transition to stoop.*	FHAG Req. 2; ANSI 4.3.8
6	Stoop at 4704	Excessive level change at building entrance door	Solution: Level existing stoop; or replace stoop.*	FHAG Req. 2; ANSI 4.3.8
Building 4701/4705				
7	Connecting sidewalk to 4705	Excessive level change at stoop	Solution: Resurface asphalt to provide a compliant transition to stoop.*	FHAG Req. 2; ANSI 4.3.8
8	Connecting sidewalk to 4701	Excessive level change at stoop	Solution: Level existing concrete; or replace portion of parallel sidewalk as necessary.*	FHAG Req. 2; ANSI 4.3.8
Building 4707/4711				
9	Connecting sidewalk to 4707	Excessive level change at stoop	Solution: Level existing concrete; or replace portion of parallel sidewalk as necessary.*	FHAG Req. 2; ANSI 4.3.8
10	Parallel path on asphalt to stoop at 4711	Excessive cross slope	Location: Throughout entire length. Solution: Resurface asphalt to provide a compliant 36" wide path of travel.	FHAG Req. 2; ANSI 4.3.7
11	Connecting sidewalk to 4711	Excessive level change at stoop	Solution: Resurface asphalt to provide a compliant transition to stoop*	FHAG Req. 2; ANSI 4.3.8
Path Between Parallel Sidewalks at 4711 and 4712				
Building 4708/4712				
12	Connecting sidewalk to 4712	Excessive level change at stoop	Solution: Resurface asphalt to provide a compliant transition to stoop.	FHAG Req. 2; ANSI 4.3.8

13	Stoop at 4712	Excessive level change at building entrance door	Solution: Level existing stoop; or replace stoop.	FHAG Req. 2; ANSI 4.3.8
14		Excessive gap at building entrance door	Solution: Fill gap.	FHAG Req. 2; ANSI 4.5.4
15	Parallel path on asphalt to stoop at 4712	Excessive cross slope	Location: Throughout entire length. Solution: Resurface asphalt to provide a compliant transition to stoop.	FHAG Req. 2; ANSI 4.3.7
16	Curb ramp at corner of parallel sidewalk to 4712	Excessive running slope at transition from asphalt to concrete	Solution: Resurface asphalt to provide a compliant transition.	FHAG Req. 2; ANSI 4.7.2
17		Excessive running slope on curb ramp	Solution: Level existing concrete; or replace curb ramp.	FHAG Req. 2; ANSI 4.7.2
18	Parallel sidewalk at 4708	Excessive cross slope	Location: Two locations along length. Solution: Level existing concrete; or replace portions of sidewalk as necessary.	FHAG Req. 2; ANSI 4.3.7
19	Connecting sidewalk to 4708	Excessive level change and gap at stoop	Solution: Level existing concrete; or replace portion of parallel sidewalk as necessary.*	FHAG Req. 2; ANSI 4.5.2, 4.5.4
20	Stoop at 4708	Excessive level change at building entrance door	Solution: Level existing stoop; or replace stoop.*	FHAG Req. 2; ANSI 4.3.8
COMMON USE AMENITIES				
	Element	Condition	Potential Retrofit	Citation
		Mailboxes		
21	Mailboxes in vestibules 4700, 4705, 4707, 4711	<u>Mailboxes serving covered units in vestibules 4700, 4705 and 4711:</u> Sidewall mounted therefore parallel approach only; no centered clear floor space at leftmost box for covered units; centerline of lock at too close to corner. Box is located too high. <u>Outgoing mail slot in all vestibules:</u> No centered CLFS. Centerline of slot too close to corner. Slot is located too high.	Solution: Relocate boxes for covered units. Relocate and lower out-going box.	FHAG Req. 2; ANSI 4.2.4
22	Vestibules 4701, 4704, 4708, 4712	<u>Mailboxes serving covered units:</u> Sidewall mounted at stairway. Parallel approach only. No centered clear floor space at either mailbox box for covered units; centerline of lock at boxes too close to stair riser. Box is located too high. <u>Outgoing mail slot:</u> No centered clear floor space at slot; slot aligned above steps. Slot is located too high.	Solution: Relocate and lower out-going box.	FHAG Req. 2; ANSI 4.2.4

PARKING				
Element	Condition	Potential Retrofit	Citation	
23	One-car garage units (Unit #4)	Garage is too narrow	Solution: Provide an accessible covered surface parking space.	FHAG Req. 2
UNIT INTERIORS				
Element	Condition	Potential Retrofit	Citation	
Unit Interior (Inspected Units: 4712 #4 and 4707 #2)				
24	Entrance door threshold	Exterior side threshold is too high, lacks bevel	Solution: Replace threshold.	FHAG Req. 4. Sec. (6)
25	Patio door - threshold	Interior side threshold is too high, with no bevel	Solution: Modify threshold to meet FHA Guideline specification	FHAG Req. 4. Sec. (5)
26	Bathroom - lavatory	Centerline too close to sidewall. No forward approach.	Solution: Offset sink to provide 24" from centerline to sidewall.	FHAG Req. 7, Sec. (2)(a)(ii)

* Defendant Equity Homes will retrofit the referenced stoops to the extent that such retrofits will not result in non-complaint running slopes.

West Briar Estates, Sioux Falls, South Dakota

Note 1. References in the Citation column are as follows:

FHAG - Fair Housing Accessibility Guidelines

ANSI - ANSI A117.1-1986

AR to Unit Entrances at Individual Buildings				
Item	Element	Barrier	Potential Retrofit	Citation
Accessible Route to Unit Entrances				
1	AR from public sidewalk at 26th St.	No pedestrian route	Solution: Provide a compliant sidewalk connection from the sidewalk at 26th Street to either the sidewalk at 7120 or the sidewalk at 7112.	FHAG Req. 2, ANSI 4.3.2(1)
Common Issues at Most or All Buildings				
2	Exterior entrance door to common vestibule	The following entrance doors require too much opening force: 7124, north vestibule; 7120, both vestibules; 7116, both vestibules; 7112, both vestibules.	Solution: Adjust door closers	FHAG Req. 2; ANSI 4.13.11
3	Unit entrance door hardware	Knobs	Solution: Replace door hardware	FHAG Req. 3, Sec. (1); ANSI 4.13.9
Building 7120				
4	Stoop at 7120 south	Excessive level change at stoop	Solution: Grind concrete; or replace connecting sidewalk as necessary.*	FHAG Req. 2; ANSI 4.3.8
5	Stoop at 7120 north	Excessive running slope at door	Solution: Level existing stoop; or replace stoop.*	FHAG Req. 2; ANSI 4.13.6
6		Excessive, abrupt level change at building entrance door	Solution: Level existing stoop; or replace stoop.*	FHAG Req. 2; ANSI 4.3.8
Building 7124				
7	Stoop at 7124 south	Excessive level change at stoop	Solution: Resurface asphalt to provide a compliant transition to stoop.*	FHAG Req. 2; ANSI 4.3.8
8	Parallel path on asphalt from stoop to curb ramp	Excessive cross slope	Location: Throughout entire length. Solution: Resurface asphalt to provide a compliant path of travel.	FHAG Req. 2; ANSI 4.3.7
9	Parallel sidewalk at 7124 north	Excessive cross slope	Location: Near stoop. Solution: Level existing concrete; or replace sidewalk.	FHAG Req. 2; ANSI 4.3.7
Driveway Crossing Between Building 7124 and Building 7116				
10	Parking access aisle at 7124	Excessive cross slope	Location: Throughout entire aisle. Solution: Resurface asphalt to provide a compliant slope.	FHAG Req. 2; ANSI 4.3.7
11		Excessively wide gap	Solution: Fill gap.	FHAG Req. 2; ANSI 4.5.4
Building 7116				

12	Stoop at 7116 south	Excessive level change at stoop	Solution: Resurface asphalt to provide a compliant transition to stoop.*	FHAG Req. 2; ANSI 4.3.8
13		Excessively wide gap at door	Solution: Fill gap.	FHAG Req. 2; ANSI 4.5.4
14	Stoop at 7116 south	Excessive level change at stoop	Solution: Grind concrete; or replace connecting sidewalk.*	FHAG Req. 2; ANSI 4.3.8
Building 7112				
15	Stoop at 7112 north	Excessively high, abrupt level change at stoop	Location: Throughout entire length. Solution: Resurface asphalt to provide a compliant transition to stoop.*	FHAG Req. 2; ANSI 4.3.8
16	Parallel sidewalk at 7112 south	Excessive cross slope	Location: One section near corner. Solution: Level existing concrete; or replace portions of sidewalk as necessary.	FHAG Req. 2; ANSI 4.3.7
17	Stoop at 7112 south	Excessive level change at stoop	Solution: Grind concrete; or replace connecting sidewalk.*	FHAG Req. 2; ANSI 4.3.8
COMMON USE AMENITIES				
	Element	Barrier	Potential Retrofit	Citation
Mailboxes				
18	Mailboxes in all eight vestibules	<u>Mailboxes serving the two covered units:</u> Sidewall mounted therefore parallel approach only; no centered clear floor space; centerline of lock too close to corner. Outgoing mail slot: Slot is located too high.	Solution: Relocate boxes for covered units. Relocate and lower out-going box.	FHAG Req. 2; ANSI 4.2.4
PARKING				
	Element	Barrier	Potential Retrofit	Citation
19	One-car garage units (Unit #5)	Garage width is too narrow	Solution: Provide an accessible covered parking space.	FHAG Req. 2
20	Guest parking spaces	No accessible guest parking	Solution: Restripe one parking space to be accessible.	FHAG Req. 2
UNIT INTERIORS				
	Element	Barrier	Potential Retrofit	Citation
Unit Interior (Inspected Units: 7112 #3 and 7120 #2)				
21	Entrance door threshold	Exterior side threshold is too high, lacks bevel	Solution: Replace threshold.	FHAG Req. 4. Sec. (6)
22		Interior side of threshold is too high, lacks bevel	Solution: Replace threshold.	
23	Patio door - threshold	Interior side of threshold is too high, lacks bevel	Solution: Modify threshold to meet FHA Guideline specification.	FHAG Req. 4. Sec. (5)
24	Bathroom - clearance	Insufficient clear floor space beyond in-swinging door.	Solution: Reverse door swing.	FHAG Req. 7, Sec. (2)(a)(i)

25	Bathroom - lavatory	Centerline is too close to sidewall for parallel approach.	Solution: Offset sink to provide 24" from centerline to sidewall.	FHAG Req. 7, Sec. (2)(a)(ii)
26	Thermostat	Located too high.	Solution: Lower thermostat.	FHAG Req. 5

* Defendant Equity Homes will retrofit the referenced stoops to the extent that such retrofits will not result in non-complaint running slopes.

Kensington Apartments, Sioux Falls, South Dakota

Note 1. References in the Citation column are as follows:
 FHAG - Fair Housing Accessibility Guidelines
 ANSI - ANSI A117.1-1986

AR to Unit Entrances at Individual Buildings				
Item	Element	Barrier	Potential Retrofit	Citation
Accessible Routes to Unit Entrances				
1	AR from public sidewalk at Pillsberry St.	No pedestrian route	Solution: Provide a compliant sidewalk connection from the sidewalk at Pillsberry Street to either the sidewalk at 3278/3274 or the sidewalk at 3254/3256.	FHAG Req. 2, ANSI 4.3.2(1)
Common Issues at All Buildings				
2	Exterior entrance door to common vestibule	Entrance doors require too much opening force.	Solution: Adjust door closers	FHAG Req. 2; ANSI 4.13.11
Building 3254/3256				
3	Connecting sidewalk to 3256	Excessive level change at stoop	Solution: Grind concrete; or replace connecting sidewalk.*	FHAG Req. 2; ANSI 4.3.8
Building 3274/3276				
4	Connecting sidewalk to 3274	Excessive level change at stoop	Solution: Grind concrete; or replace connecting sidewalk.*	FHAG Req. 2; ANSI 4.3.8
Building 3270/3272				
5	Connecting sidewalk to 3272	Excessive level change at stoop	Solution: Grind the level change.*	FHAG Req. 2; ANSI 4.3.8
6	Stoop at 3272	Excessive running slope at door	Solution: Level existing stoop; or replace stoop.*	FHAG Req. 2; ANSI 4.13.6
Building 3262/3264				
7	Connecting sidewalk to 3264	Excessive level change at stoop	Solution: Grind the level change.*	FHAG Req. 2; ANSI 4.3.8
8	Curb ramp at corner of parallel sidewalk to 3262	Access to curb ramp is blocked by parking space	Solution: Restripe parking space to provide access aisle at curb ramp. This is not required if the curb ramp does not serve as part of the accessible route to the trash dumpster.	FHAG Req. 2, ANSI 4.3.2(4)
Building 3268/3268				
9	Wood ramp to 3268	Transition from sidewalk to ramp surface; excessive slope	Solution: Replace first wood deck board with a compliant slope.	FHAG Req. 2; ANSI 4.8.2
10		Lack of handrail extensions	Solution: Extend handrails.	FHAG Req. 2; ANSI 4.8.5(2)
11	Stoop at 3268	Excessive running slope at door	Solution: Level existing stoop; or replace stoop.	FHAG Req. 2; ANSI 4.13.6
COMMON USE AMENITIES				
	Element	Condition	Potential Retrofit	Citation
Mailboxes				
12	Mailboxes in vestibules 3254, 3276, 3258, 3272, 3262, 3268	Mailboxes serving covered units: Sidewalk mounted therefore parallel approach only; no centered clear floor space at boxes for covered units; centerline of locks too close to corner. Outgoing mail slot; slot is located too high	Solution: Relocate boxes for covered units. Relocate and lower out-going box.	FHAG Req. 2; ANSI 4.2.4

13	Mailboxes in vestibules 3256, 3274, 3260, 3270, 3264, 3268	Outgoing mail slot; slot is located too high	Solution: Lower or relocate out-going box.	FHAG Req. 2; ANSI 4.2.4
14	Rent deposit box in vestibule 3260	Deposit slot is located too high	Solution: Lower or relocate deposit box.	FHAG Req. 2; ANSI 4.2.4
PARKING				
	Element	Condition	Potential Retrofit	Citation
15	One-car garage units (Unit #12)	Garage is too narrow	Solution: Provide an accessible covered parking space.	FHAG Req. 2
UNIT INTERIORS				
	Element	Condition	Potential Retrofit	Citation
Unit Interior				
16	Entrance door threshold	Exterior side threshold is too high, lacks bevel	All units. Solution: Replace threshold.	FHAG Req. 4. Sec. (6)
17	Patio door - threshold	Interior side threshold is too high, lacks bevel.	Solution: Modify threshold to meet FHA Guideline specification	FHAG Req. 4. Sec. (5)
18	Bathroom - clearance	At least one unit has insufficient clear floor space beyond in-swinging door.	Solution: Reverse door swing, as needed.	FHAG Req. 7, Sec. (2)(a)(i)
19	Bathroom - lavatory	Centerline of sink too close to sidewall for parallel approach.	Solution: Offset sink to provide 24" from centerline to sidewall.	FHAG Req. 7, Sec. (2)(a)(ii)
20	Thermostat	Located too high.	Solution: Lower the thermostat.	FHAG Req. 5.

* Defendants Equity Homes and BBR will retrofit the referenced stoops to the extent that such retrofits will not result in non-complaint running slopes.

Sertoma Hills Villas, Sioux Falls, South Dakota

Note 1. References in the Citation column are as follows:
 FHAG - Fair Housing Accessibility Guidelines
 ANSI - ANSI A117.1-1986

AR to Unit Entrances at Individual Buildings				
Item	Element	Condition	Potential Retrofit	Citation
Accessible Route to Unit Entrances				
1	AR from public sidewalk at 28th St.	Excessive running slope	Location: Section between public sidewalk and garage. Solution: Re-route sidewalk to provide compliant AR.	FHAG Req. 2, ANSI 4.3.7
Common Issues at Most or All Buildings				
2	Unit entrance door hardware	Knobs	Solution: Replace door knobs	FHAG Req. 2; ANSI 4.13.9
Building #1 (Containing Units 1, 3, 5 and 7)				
3	Connection to Units 1/3	Excessive level change	Solution: Grind concrete.	FHAG Req. 2; ANSI 4.3.8
4		Excessive running slope	Solution: Add handrails.	FHAG Req. 2, ANSI 4.3.7
5	Entranceway at Units 1/3 - stairway to upper floor	No underside barrier	Solution: Add cane detectable barrier.	FHAG Req. 2, ANSI 4.4.2
6	Connection to Units 5/7	Excessive running slope	Solution: Add handrails.	FHAG Req. 2, ANSI 4.3.7
Building #2 (Containing Units 9, 11, 13 and 15)				
7	Connection to Units 9/11	Excessive running slope	Solution: Add handrails.	FHAG Req. 2, ANSI 4.3.7
8		Excessive level change	Location: At parallel sidewalk.	FHAG Req. 2; ANSI 4.3.8
9	Connection to Units 13/15	Excessive running slope	Solution: Add handrails.	FHAG Req. 2, ANSI 4.3.7
10	Entranceway at Units 13/15 - stairway to upper floor	No underside barrier	Solution: Add cane detectable barrier.	FHAG Req. 2, ANSI 4.4.2
PARKING				
	Element	Condition	Potential Retrofit	Citation
11	One-car garage units	Garage width is too narrow	Solution: Provide an accessible covered parking spot.	FHAG Req. 2
12	Pedestrian door from individual garage units	Door is too narrow	Solution: Upon request of condo owner, replace existing doorway if an existing unit is made accessible; or provide an accessible route through one of the two overhead doors.	FHAG Req. 2; ANSI 4.13.5
13		Excessive level change on exterior side	Solution: Upon request of condo owner, replace existing doorway if an existing unit is made accessible; or provide an accessible route through one of the two overhead doors.	FHAG Req. 2; ANSI 4.3.8
COMMON USE AMENITIES				
14	Mailboxes	Protrude too far into walkway	Solution: Provide cane detectable barrier below.	FHAG Req. 2; ANSI 4.4.1
15		Top row is mounted too high	Solution: Lower mailboxes.	FHAG Req. 2; ANSI 4.2.6
16	Condo Assn. drop box next to mailboxes	Drop slot mounted too high	Solution: Lower drop box.	FHAG Req. 2; ANSI 4.2.6
UNIT INTERIORS				

	Element	Condition	Potential Retrofit	Citation
Unit Interior (Inspected Unit: Building #2, Unit #9)				
17	Entrance door threshold	Exterior side of threshold is too high, no bevel	Solution: Upon request of condo owner, replace threshold.	FHAG Req. 4. Sec. (6)
18		Interior side of threshold is too high, no bevel	Solution: Upon request of condo owner, replace threshold.	FHAG Req. 4. Sec. (6)
19	Patio door - threshold	Interior side of threshold is too high, no bevel	Solution: Upon request of condo owner, modify threshold to meet FHA Guideline specification	FHAG Req. 4. Sec. (5)
20	Master bedroom closet door	Door is too narrow	Solution: Upon request of condo owner, replace door or bring shelving forward.	FHAG Req. 3. Sec. (2)
21	U-shaped kitchen clearance	Insufficient clearance between cabinets and at the refrigerator	Solution: Upon request of condo owner, provide removable base cabinet that provides compliant knee clearance at sink and adjacent countertop for a compliant T-shaped turning space.	FHAG Req. 7. Sec. (1)(c)
22	Kitchen sink - CLFS	Sink centerline too close to countertop corner	Solution: Upon request of condo owner, provide removable base cabinet that provides compliant knee clearance at sink and adjacent countertop for a compliant T-shaped turning space.	FHAG Req. 7. Sec. (1)(a)
23	Bathroom - clearance	Insufficient clearance beyond in-swinging door	Solution: Upon request of condo owner, reverse door swing.	FHAG Req. 7, Sec. (2)(a)(i)
24	Bathroom - toilet	Toilet centerline is too close to sidewall. Insufficient clearance at toilet between sidewall and vanity.	Solution: Upon request of condo owner, modify lavatory base cabinet to provide necessary clearance to sidewall. Relocate toilet with an offset toilet flange.	FHAG Req. 7, Sec. (2)(a)(ii)
25	Thermostat	Mounted too high	Solution: Upon request of condo owner, lower the thermostat.	FHAG Req. 5.
26	Carpet transition strips	Excessively high, with noncompliant bevel.	Locations: Kitchen and bathroom. Solution: Upon request of condo owner, replace transition strips.	FHAG Req. 5

APPENDIX E

**NOTICE OF RETROFITS TO PUBLIC AND COMMON USE
AREAS AT [PROPERTY]**

The federal Fair Housing Act requires that the public and common use areas at complexes such as [PROPERTY] have certain features of physical accessibility for persons with disabilities.

As a result of recent events, it has been brought to our attention that certain features of the public and common areas of [PROPERTY] can be modified to provide greater accessibility for persons with disabilities, consistent with the accessibility requirements of the federal Fair Housing Act. We welcome persons with disabilities as homeowners, residents and guests at [PROPERTY]. We are writing this notice to let you know that beginning on [____], 2011, contractors will be coming onto the property to begin the process of modifying certain aspects of the public and common use areas. We expect the process to last approximately [____] weeks, weather permitting.

Generally, the workers will modify or "retrofit" certain sidewalks and entrance doors. They will also be making some modifications to the mailboxes and parking facilities, as well as to other areas, to make them more accessible to persons with disabilities. We apologize for any inconveniences you may incur as a result of this work.

If you have any questions regarding these modifications, please contact us at

APPENDIX F
NOTICE TO TENANTS

Dear Tenant:

This is to advise you that, as a result of a settlement in a case brought by the United States against the designer and builder of this apartment complex, we have agreed to retrofit the ground floor units at [PROPERTY] to provide greater accessibility for people with disabilities. Your unit qualifies for retrofitting to provide greater accessibility.

Although your apartment unit will be retrofitted automatically within [] year(s), we want you to know that you may request to have your apartment modified now at no cost to you. Each of the expected repairs will be completed in less than one day. Should a repair take longer than one day to complete, we will provide you with another unit in this development or comparable alternative living arrangements during that time. In scheduling when the repairs will take place, we will take into account your preferences and convenience.

You should be aware that this work must be completed within [] year(s), regardless of your intention to stay in your apartment for a longer duration. Please let us know if you are interested in having the work done now and we will provide you with additional information.

The Management

**APPENDIX G
NOTICE OF RETROFITS TO NON-RENTAL COVERED DWELLING UNIT
INTERIORS AT [CONDOMINIUM COMPLEX]**

The federal Fair Housing Act requires that ground-floor units in covered multifamily housing complexes have certain features of physical accessibility for people with disabilities. Your unit has been identified as one that is covered by the federal Fair Housing Act's accessibility requirements.

Due to recent events, including a settlement with the United States Department of Justice and the designer and builder of this property, contractors are currently making accessibility modifications to ground-floor units at [CONDOMINIUM COMPLEX]. These retrofits will be made at no cost to you. We welcome persons with disabilities as homeowners, residents and guests at [CONDOMINIUM COMPLEX]. We have agreed to make certain accessibility modifications to ground-floor units at [CONDOMINIUM COMPLEX] so that they will be more accessible to persons with disabilities.

We are writing this notice to let you know that as a homeowner or resident you are eligible to request that accessibility modifications be made to your unit without expense to you. If you choose to have retrofits made to your unit and you require temporary relocation, you will be paid reasonable relocation and housing expenses while the modifications are being made. The scheduling of the modifications will take into account your preferences and convenience to you, the homeowner and/or tenant, and relocation costs, if any, will be provided in advance. In addition, you will be paid TWO HUNDRED AND FIFTY DOLLARS (\$250.00) as an inconvenience payment if you choose to have all of the retrofits listed below made to your unit.

The modifications available for your unit include:

[LIST RETROFITS]

It is not necessary that you or any member of your household have a disability in order to request these modifications. If you would like to make a request for modifications, you must make your request before [TWO YEARS AFTER DATE OF ENTRY OF CONSENT ORDER].

If you would like to request these modifications or have any questions, please contact us at _____ or return this letter indicating your request to the addresses below:

_____ **YES. I request that the accessibility modifications be made to my unit.**

Send to: [ADDRESS]
ATTN:

**APPENDIX H
ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER**

On _____, I received copies of and have read the Consent Order entered by the federal district court in *United States v. Equity Homes, Inc., et al.* I have had all of my questions concerning the Consent Order and the Fair Housing Act answered to my satisfaction.

(Signature)

(Print name)

(Position)

(Date)

APPENDIX I

CERTIFICATION OF FAIR HOUSING TRAINING

On _____, I attended training on the federal Fair Housing Act, including its requirements concerning physical accessibility for people with disabilities. I have had all of my questions concerning the Fair Housing Act answered to my satisfaction.

(Signature)

(Print name)

(Position)

(Date)

APPENDIX J

RELEASE OF ALL CLAIMS

In consideration of and contingent upon the payment of the sum of dollars (\$ _____), pursuant to the Consent Order entered in *United States v. Equity Homes, Inc., et al.*, No. 09-cv-4059 (D.S.D), by the United States District Court, District of South Dakota, I hereby release and forever discharge 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 this action as of the date of the entry of that Consent Order. I fully acknowledge and agree that this release of the Defendants will 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.

(Signature)

NAME: _____

ADDRESS: _____

DATE: _____
