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UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA
SOUTHERN DIVISION

UNITED STATES OF AMERICA, Plaintiff, v. TK PROPERTIES, L.L.C., SCOTT TERVEEN, ANN WAGNER, AND COREY ANDERSON Defendants.	Case No.: 09-4153-KES CONSENT ORDER BETWEEN THE UNITED STATES AND DEFENDANTS TK PROPERTIES, L.L.C. AND SCOTT TERVEEN
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I. INTRODUCTION

1. Plaintiff United States of America ("United States") initiated this action on October 15, 2009, on behalf of Charlotte and Untoma Gadsden and their three minor children, I.W., J.G., and D.G.; Michelle Chevalier and her three minor children, B.W., D.W., and R.H.; and Jenny Johnson and her two minor children T.J. and C.H. (hereinafter "complainants") pursuant to the Fair Housing Act ("FHA"), 42 U.S.C. §§ 3612(o) and 3614(a).
2. The complaint alleges that Defendants TK Properties, L.L.C., Scott Terveen, Corey Anderson and Ann Wagner discriminated against the complainants on the basis of race in the rental of dwellings at Lakeport Village Apartments Dakota (hereinafter "Lakeport Village."), located at 5801 West Christopher Place, Sioux Falls, South Dakota. The complaint also alleges that Defendants engaged in a pattern or practice of discrimination or a denial to a group of persons of rights protected by the FHA and such denial raises an issue of general public importance.

3. Lakeport Village is a 48-unit apartment complex comprised of three buildings with 16 apartments each.
4. Defendants TK Properties, L.L.C. and Scott Terveen owned and oversaw the management of Lakeport Village from March 2006 until July 2009.
5. Defendant Corey Anderson was the on-site maintenance person at Lakeport Village from November 1, 2008 until September 15, 2009.
6. Defendant Ann Wagner was the on-site manager at Lakeport Village from December 1, 2008 until at least May 2009.

II. THE UNITED STATES' ALLEGATIONS

The United States alleges the following facts:

7. Michelle Chevalier lived at Lakeport Village with her three minor children, R.W., D.W., and R.H., during all times relevant to this action until May 2009.
8. Charlotte and Untoma Gadsden lived at Lakeport Village with their three minor children, I.W., J.G., D.G., and their adult son Brandon Williams, during all times relevant to this action until June 2009.
9. Jenny Johnson lived at Lakeport Village with her two minor children, T.J. and C.H., during all times relevant to this action until July 2009.
10. On numerous occasions, Anderson and Wagner used the word "nigger" to refer to black tenants at Lakeport Village, including, inter alia, Untoma and Charlotte Gadsden and their children. On at least one occasion, Anderson and Wagner used the word "nigger" in the presence of James Terveen, one of TK Properties' principals.
11. On or around January 5, 2009, Chevalier complained to Wagner about noise coming from the Gadsdens' apartment. Chevalier and Wagner went upstairs to speak to the Gadsdens.

Mrs. Gadsden explained to Wagner that her husband had just returned from the hospital and that the noise had been the result of his dialysis machine falling to the floor. Wagner nevertheless yelled, "That's it, you're done, you're out of here, I've had enough," or words to that effect.

12. Following this confrontation, Wagner told Chevalier she needed her help in evicting the Gadsdens, whom she referred to as "nigger" tenants. Wagner called the police and alleged that the Gadsdens' son, I.G., had attacked Chevalier. Chevalier denied that she had been threatened by I.G. and therefore no charges were filed.
13. Anderson told Chevalier that, with regard to the maintenance requests of African Americans, "them fucking niggers can wait, I'll get to them when I get to them," or words to that effect. Anderson made the comment in the presence of Chevalier's children.
14. On or about February 11, 2009, Anderson called the Sioux Falls Police Department and falsely reported that J.G., the Gadsdens' 15-year old son, was attempting to steal change from the apartment complex's laundry machine. The charges were later dismissed.
15. On numerous occasions, Johnson heard Anderson and Wagner use the word "nigger" to describe black tenants, including the Gadsdens. On or about February 19, 2009, Johnson told another tenant that she believed Anderson and Wagner were racist. Anderson, who learned of Johnson's allegation, responded by sending Johnson a text message that said, "Who in the hell do u think u r if u want 2 bitch about me and b nosy u know where I live." Anderson also told another tenant that he would "punch [Johnson] in the mouth to shut her up," or words to that effect. The tenant told Johnson about Anderson's threat.

16. Following Anderson's text message and threat of assault, Wagner yelled at Johnson, "Do you know the difference between a black person and a nigger? They're niggers. They're niggers upstairs in 306," or words to that effect, referring to the Gadsdens' apartment.
17. On February 20, 2009, the Gadsdens, Chevalier and Johnson went to the Sioux Falls Housing and Redevelopment Commission ("Housing Authority") to complain about the discriminatory conduct of Anderson and Wagner. Anderson and Wagner saw them leave Lakeport Village.
18. Later that day, the Gadsdens and Johnson returned to their apartments to find that they and other tenants on their floor did not have heat.
19. The following day, on February 21, 2009, Wagner sent Chevalier a text message asking her if she had gone to the Housing Authority to complain about Anderson and Wagner. Wagner stated in her text message, "y r us against us?"
20. On February 22, 2009, Johnson received a voice mail message from Wagner in which she yelled vulgarities and stated that she would use "every ounce in my body" to "take you out of here." Johnson felt threatened by the message and called the police the following day.
21. In February 2009, Johnson met with Michael Terveen to complain about Anderson and Wagner's discriminatory conduct. Michael Terveen relayed Johnson's complaints to Scott Terveen.
22. Anderson and Wagner continued to live at the property and Anderson continued to perform his functions as on-site maintenance person.

23. As a result of Defendants' conduct, the Chevalier family, the Gadsden family and the Johnson family moved out of Lakeport Village Apartments.

**III. ENTRY OF DEFAULT AGAINST WAGNER AND ANDERSON
PURSUANT TO RULE 55**

24. On July 21, 2010, the Court entered a judgment of default against Anderson and Wagner pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure. By defaulting, Anderson and Wagner have admitted the allegations of the United States' complaint.¹

**IV. SETTLEMENT OF CLAIMS AGAINST TK PROPERTIES AND SCOTT
TERVEEN**

25. Defendants TK Properties and Terveen (hereinafter "Defendants") admit the United States' allegations.
26. The United States and Defendants (together "the parties") have agreed to the entry of this Consent Order (hereinafter "Order") to resolve the claims of the United States and avoid further litigation. Therefore, the parties consent to the entry of this Order. This Order does not resolve the United States' claims against Anderson and Wagner.

Accordingly, it is hereby ORDERED, ADJUDGED AND AGREED as follows:

V. SCOPE AND TERMS OF THE CONSENT ORDER

27. The parties agree that the Court has subject matter jurisdiction over the claims in this civil action pursuant to 28 U.S.C. §§ 1331 and 1345, as well as 42 U.S.C. § 3612(o) and 42 U.S.C. § 3614(a). The parties further agree that the United States District Court for the District of South Dakota shall retain jurisdiction over this action for all purposes

¹ See Andelo Iafrate Constr., L.L.C. v. Potashnick Constr., Inc., 370 F.3d 715, 722 (8th Cir. 2004) ("A default judgment entered by the court binds the party facing the default as having admitted all of the well pleaded allegations in the plaintiff's complaint.")

related to the enforcement of this Order throughout its term, after which time the case shall be dismissed with prejudice.

28. The provisions of this Order shall apply to Defendants, their agents, employees, successors, and all persons in active concert or participation with them.
29. Unless otherwise specified herein, the provisions of this Order apply to any residential rental property that is owned or operated by any of Defendants. A current and complete list of these properties is attached to this Order as Attachment A.
30. This Order is effective immediately upon its entry by the Court. For purposes of this Order, the phrases "date of this Order" and "effective date" shall refer to the date on which the Court enters the Order.

VI. GENERAL INJUNCTION

31. 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. 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 race;
 - b. Making, printing, or publishing, or causing to be made, printed or published (whether verbally or in writing) any notice, statement, or advertisement, with respect to the rental of a dwelling, that indicates any preference, limitation or discrimination based on race, or any intention to make any such preference, limitation, or discrimination; or
 - c. 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, 42 U.S.C. §§ 3601 – 3631.

VII. INJUNCTION AS TO THE HIRING OF ANDERSON AND WAGNER

32. Defendants are enjoined from employing or otherwise retaining Anderson and Wagner in connection with the management, operation, rental or sale of dwellings.

VIII. NON-DISCRIMINATION POLICIES AND PROCEDURES

33. Defendants' responsibilities under this Order shall apply to each and every dwelling unit in which Defendants, or any of them, have an ownership, management, or other financial interest at any time during the pendency of this Order. A current list of such units is attached as Attachment A. Defendants' signature to this Order shall serve to certify that this list is complete and accurate.
34. Defendants shall prepare and implement uniform, non-discriminatory policies and procedures regarding the rental of dwelling units that shall be applied equally to all applicants, whether actual or prospective, regardless of race. These policies and procedures shall be substantially similar to those contained in Attachment B. Within forty-five (45) days of the date of this Order, Defendants shall provide via first class mail, postage pre-paid, to the head of the household for each rental unit a notice attached hereto as Attachment B, describing Defendants' policy of nondiscrimination (hereinafter "Nondiscrimination Policies and Procedures").

IX. NOTICE TO PUBLIC OF NON-DISCRIMINATION POLICIES

35. Within thirty (30) days of the date of this Order, Defendants shall take the following steps to notify the public of their non-discrimination policies:

- a. Defendants shall prominently post in each public and common use area of each property (including but not limited to the stairwells and laundry areas) 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 non-discriminatory basis. A poster that comports with 24 C.F.R. Part 110 shall satisfy this requirement.
- b. Defendants shall include the words "Equal Housing Opportunity" and the fair housing logo in any advertising conducted by Defendants, their agents or employees. The words and logo shall be prominently placed and easily readable. For purposes of this Order, "advertising" shall include any statement made for the purpose of soliciting the rental of a dwelling, whether paid or unpaid, in newspapers, telephone directories, on the Internet, radio or television or other media broadcasts, or on billboards, signs, pamphlets, fliers, handouts, promotional literature, or any other written materials. Defendants are not required to advertise in any of these media; however, should Defendants so advertise, they must comply with this provision.
- c. Defendants shall either provide the following written statement to rental applicants or include this statement in Defendants' standard rental application and rental agreement, if any: "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, including having children under age 18." If included in the rental application and rental

agreement, this statement shall be written using letters of equal or greater size to those used for the text of the body of the document.

X. MANDATORY TRAINING

36. Within thirty (30) days of the date of this Order, Defendants shall provide a copy of this Order and the Non-discrimination Policies and Procedures referred to in Paragraph 34, supra, to any agents, employees or other individuals involved in showing, renting or managing any dwellings subject to this Order. Defendants shall secure a signed statement from each such individual acknowledging that he or she has received and read the Order and Non-discrimination Policies and Procedures, has had the opportunity to have questions answered, and agrees to abide by the relevant provisions of this Order and said policies and procedures. This statement shall be in the form of Attachment C.
37. During the term of this Order, within five (5) days after each new agent, employee or individual becomes involved in the showing, rental or management of any dwelling unit subject to this Order, Defendants shall provide this individual with a copy of this Order and the Non-discrimination Policies and Procedures and shall secure the same signed statement, in the form of Attachment C, from each agent or employee.
38. Within six months of the date of this Order, Defendants, including any agents or employees of Defendants involved in showing, renting or managing any dwellings subject to this Order, shall attend an in-person training on the Fair Housing Act, including but not limited to the Act's provisions related to race discrimination. The trainer or training entity shall be qualified to perform such training, independent of Defendants or their counsel, and approved in advance by the United States. Defendants shall bear the cost of any expenses associated with this training. Defendants shall obtain from the trainer or training

entity certificates of attendance signed by each individual who attended the training. The certificates shall be in the form of Attachment F.

XI. REPORTING REQUIREMENTS

39. Within ninety (90) days of the date of this Order, and every twelve (12) months thereafter for the duration of this Order, Defendants shall deliver to counsel for the United States a report containing information regarding Defendants' compliance with this Order during the preceding reporting period, including but not limited to:
- a. A copy of the Non-Discrimination Policies and Procedures under Paragraph 34;
 - b. Current photographs of notices posted under Paragraph 35(a);
 - c. Copies of any advertising, as defined in Paragraph 35(b);
 - d. A copy of the written statement required under Paragraph 35(c);
 - e. Any signed employee statements under Paragraph 36;
 - f. Certificates of attendance of fair housing training, pursuant to Paragraph 38.²
40. During the term of this Order, Defendants shall preserve all records that are the source of, contain, or relate to any information that is pertinent to Defendants' obligations under this Order, including any records required under this Order and rental applications, leases, rental roll ledgers and tenant correspondence, if any, as well as any records relating to the transfer of interest in dwelling units. Upon reasonable notice to Defendants, representatives of the United States shall be permitted to inspect and copy all such records

² For purposes of this Decree, documents to be sent to counsel for the United States shall be addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, DJ 175-69-44, U.S. Department of Justice, 950 Pennsylvania Avenue NW – G Street, Washington, DC 20530, or otherwise directed by the United States. If transmission by facsimile to the United States is required, the following facsimile number should be used: (202) 514-1116.

at any and all reasonable times or, upon request by the United States, Defendants shall provide copies of such documents.

41. During the term of this Order, Defendants shall notify counsel for the United States and counsel for Plaintiff-Intervenors in writing within fifteen (15) days of receipt of any written or oral complaint against Defendants, or any of them, or any of their agents or employees, regarding discrimination in the rental of housing based on race. 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, if known. Defendants shall also promptly provide counsel for the United States with all information Defendants obtain concerning any such complaint and shall inform the United States of any resolution of such complaint within fifteen (15) days of said resolution.

XII. MONETARY DAMAGES FOR AGGRIEVED PERSONS

42. Within two (2) business days of the date of this Order, Defendants shall pay a total of TWENTY-SIX THOUSAND DOLLARS (\$26,000) in compensation for personal injury and emotional distress to the HUD complainants (\$13,000 to Charlotte Gadsden³, \$6,500 to Michelle Chevalier, and \$6,500 to Jenny Johnson).⁴ Prior to receiving such payment, Charlotte Gadsden and her three children, I.W., J.G., and D.G.; Michelle Chevalier and her three children, B.W., D.W., and R.H.; and Jenny Johnson and her two children T.J. and C.H. shall execute a written release of all claims, whether legal or equitable, against

³ This payment is compensation for the personal injury and emotional distress of Charlotte and Untoma Gadsden and their three children I.W., J.G., and D.G. Mr. Gadsden died intestate on October, 15 2010.

⁴ TK Properties, L.L.C. will pay this amount on behalf of Defendants.

Defendants arising out of the facts of this lawsuit. The release for Charlotte Gadsden, Michelle Chevalier and Jenny Johnson on behalf of themselves and their minor children shall be in the form of Attachment D. The release for Charlotte Gadsden's adult-child I.W. and Jenny Johnson's adult-child C.H., adults as of the filing date of this order, shall be in the form of Attachment E.

43. In the event that Defendants prevail against their insurance company in an adjudicated action on either the duty to defend issue, the coverage issue, or both, Defendants shall pay to the United States seventy-five percent (75%) of the amount awarded to them within five business days of the receipt of any such award. The United States will distribute 50% of this amount to Charlotte and Untoma Gadsden, 25% of this amount to Michelle Chevalier, and 25% of this amount to Jenny Johnson. Such an award will not relieve Defendants of their obligations under this Order.

XIII. CIVIL PENALTY

44. Within two (2) business days of the date of this Order, Defendants shall pay a total of FOUR THOUSAND DOLLARS (\$4,000) to the United States as a civil penalty, pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be delivered to counsel for the United States in the form of a cashier's check payable to "United States Treasury."⁵

XIV. ACQUISITION OF DWELLING UNITS

45. If, at any time during the term of this Order, Defendants, or any of them, acquire a direct or indirect ownership, management or other financial interest in any other rental dwelling unit (other than units occupied by Defendants), such unit shall become subject to this

⁵ TK Properties, L.L.C. will pay this amount on behalf of Defendants.

Order. Within thirty (30) days of acquiring such an interest, Defendants shall notify counsel for the United States of the nature of Defendants' interest in the dwelling or property and the address of the property. Defendants shall further provide a copy of the documents memorializing the transfer in interest and a copy of the lease(s) for any existing tenant(s).

XV. TRANSFER OF INTEREST IN COVERED DWELLING UNITS

46. If, at any time during the term of this Order, Defendants, or any of them, decide or intend to transfer the entirety of their direct or indirect ownership, management, or other financial interest in a rental dwelling unit to an unrelated party ("purchaser" or "transferee") in an arms-length transaction, Defendants shall do as follows:

- a. At least thirty (30) days prior to completion of the sale or transfer, the transferring Defendant(s) shall provide to counsel for the United States, by facsimile and first-class mail, written notice of their intent to sell or otherwise transfer interest in the dwelling unit(s), containing each prospective transferee's name, address and telephone number;
- b. Within thirty (30) days following completion of the sale or other transfer, the transferring Defendant(s) 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);
- c. If the transferring Defendant(s) comply with parts (a) and (b), above, and thereby transfers all of that Defendant's ownership, management, or other financial interest in the dwelling unit(s) to the purchaser or other transferee, then that Defendant will thereafter be relieved of obligations under

Sections V - XI and XVI of this Order, but only with respect to the dwelling units in which all interest was so transferred. That Defendant shall otherwise remain liable for compliance with all sections of the Order and with respect to all other covered dwelling units.

47. If the proposed transfer of interest is not an arms-length transaction, then the transferring Defendant(s) is not relieved of his obligation to comply with each provision of the Order.

XVI. DURATION, MODIFICATIONS AND REMEDIES FOR NON-COMPLIANCE

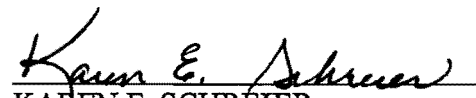
48. This Order shall be in effect for a period of three (3) years from its effective date.
49. The United States may move the Court to extend the period in which this Order is in effect if Defendants violate one or more terms of the Order or in the interests of justice.
50. Any time limits for performance imposed by this Order may be extended by mutual written agreement of the parties.
51. 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 attorney's fees which may have been occasioned by Defendants' violation or failure to perform.

52. 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).
53. All parties shall be responsible for their own attorney's fees and costs, except as provided in this Order.

IT IS SO ORDERED.

This 21 day of December, 2010

BY THE COURT:

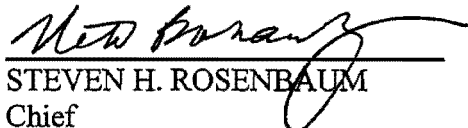

KAREN E. SCHREIER
CHIEF JUDGE

FOR THE UNITED STATES:

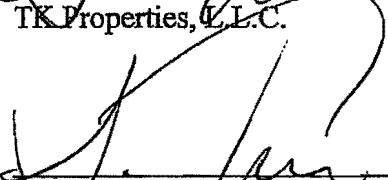
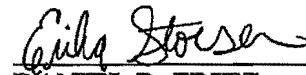
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ERIKA L. STOESER
Lynn, Jackson, Shultz & Lebrun, P.C.
P.O. Box 2700
Sioux Falls, South Dakota
57101-3020

Attachment A

List of Covered Dwelling Units

<u>Address</u>	<u>No. of Rental Units</u>
3505 W. 93 rd St. Sioux Falls, SD 57104	4
3601 S. Larch Ave. Sioux Falls, SD	12
5504 Park Knoll Pl. Sioux Falls, SD 57108	1

Attachment B

Nondiscrimination Policy

It is the policy of TK Properties L.L.C. and Scott Terveen 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 race, color, religion, national origin, disability, familial status (having children under age 18), or sex. This policy means that, among other things, TK Properties L.L.C., Scott Terveen, 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 race, color, religion, national origin, disability, familial status, or sex. 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 race, color, religion, national origin, disability, familial status, or sex;
- 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 race, color, religion, national origin, disability, familial status, or sex;
- 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 race, color, religion, national origin, disability, familial status, or sex, 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 race, color, religion, national origin, disability, familial status, or sex, may constitute a violation of state and federal fair housing laws.

Attachment C

**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. TK Properties, et al., Civil Action No. 09-4153 (D.S.D.). 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

Attachment D

Release

In consideration for the parties' agreement to the terms of the Consent Order entered in United States v. TK Properties, et al., No. 09-cv-4153 (D. S.D.), and Defendants TK Properties, L.L.C. and Scott Terveen's payment to me of \$_____, pursuant to the Consent Order, I hereby agree on behalf of myself and my minor children, effective upon receipt of payment, to remise, release, and forever discharge any and all claims of any kind, nature or description whatsoever, related to the facts at issue in the litigation referenced above, or in any way related to that litigation, up to and including the date of execution of this release, that I or my minor children may have against Defendants TK Properties, L.L.C and Scott Terveen and their agents, employees, officers, heirs, executors, spouses, administrators, successors, assigns or owners.

I acknowledge and understand that by signing this Release and accepting this payment, I am waiving any right to pursue my own legal action or my minor children's legal action based on the discrimination alleged by the United States in this action.

I also acknowledge that I have been informed that I may review the terms of this Release with an attorney of my choosing, and to the extent that I have not obtained legal advice, I voluntarily and knowingly waive my right to do so.

This Release constitutes the entire agreement between Defendants TK Properties, L.L.C. and Scott Terveen and me and my minor children, without exception or exclusion.

Signature

Printed Name

Date

Attachment E

Release

In consideration for the parties' agreement to the terms of the Consent Order entered in United States v. TK Properties, et al., No. 09-cv-4153 (D. S.D.), and Defendants TK Properties, L.L.C. and Scott Terveen's payment to my parent _____ of \$ _____, pursuant to the Consent Order, I hereby agree on behalf of myself, effective upon receipt of payment, to remise, release, and forever discharge any and all claims of any kind, nature or description whatsoever, related to the facts at issue in the litigation referenced above, or in any way related to that litigation, up to and including the date of execution of this release, that I may have against Defendants TK Properties, L.L.C and Scott Terveen and their agents, employees, officers, heirs, executors, spouses, administrators, successors, assigns or owners.

I acknowledge and understand that by signing this Release and accepting this payment, I am waiving any right to pursue my own legal action based on the discrimination alleged by the United States in this action.

I also acknowledge that I have been informed that I may review the terms of this Release with an attorney of my choosing, and to the extent that I have not obtained legal advice, I voluntarily and knowingly waive my right to do so.

This Release constitutes the entire agreement between Defendants TK Properties, L.L.C. and Scott Terveen and me, without exception or exclusion.

Signature

Printed Name

Date

Attachment F

Certificate of Attendance

I, _____, hereby acknowledge that on _____ 20 ____, I completed an in-person training by _____ on the requirements of the Fair Housing Act, 42 U.S.C. §§ 3601-19, in compliance with Consent Order entered by the United States District Court for the District of South Dakota in United States v. TK Properties, et al., Civil Action No. 09-4153 (D. S.D.).

I understand my obligation to not discriminate against any person in the terms, conditions or privileges of renting a dwelling because of race, color, religion, national origin, disability, familial status (having children under age 18), or sex.

I understand my obligation not to retaliate against any individual for exercising a right protected by the Fair Housing Act in violation of Section 818 of the Act.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20__.

Name