

**UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF ADMINISTRATIVE LAW JUDGES**

The Secretary, United States)	
Department of Housing and Urban)	
Development, on behalf of)	
Meeka Urlaub and Alex Shurslep,)	
)	HUD ALJ No. 12-M-048-FH-14
Charging Party,)	FHEO Nos.: 05-11-1269-8 and 05-12-0556-8
)	
v.)	
)	
Greenbrier Village Condo III Association,)	
Inc., Gassen Company, Inc., Kristine)	
Knowles and Diane Brown,)	
)	
Respondents.)	

INITIAL DECISION AND CONSENT ORDER

I. JURISDICTION

This matter arose from a complaint of familial status discrimination filed by Complainant Meeka Urlaub (“Complainant Urlaub”) on July 27, 2011, later amended on January 11, 2012, and again on February 28, 2012, pursuant to the Fair Housing Act as amended in 1988, 42 U.S.C. § 3601, *et seq.* (hereinafter the “Act”). On or about March 8, 2012, Complainant Alex Shurslep (“Complainant Shurslep”) timely filed his complaint with HUD alleging that he was injured by the discriminatory actions of Respondents. On July 2, 2012, the Charging Party issued a Charge of Discrimination (hereinafter “Charge”) against Respondents Greenbrier Village Condominium III Association, Inc., Gassen Company, Inc., Kristine Knowles, and Diane Brown (collectively referred to as “Respondents”), alleging that Respondents committed a discriminatory housing practice in violation of 42 U.S.C. §§ 3604 (a) and (c) and 3617 of the Act.

II. BACKGROUND

On or about July 2, 2012, the Secretary of the U.S. Department of Housing and Urban Development (hereinafter “the Department” or “HUD”) commenced this action on behalf of Complainant Alex Shurslep, Complainant Meeka Urlaub, her husband, Joshua Urlaub, and their two minor children, all aggrieved persons as defined by 42 U.S.C. § 3602(i), pursuant to Section 810(g)(1) and (2) of the Act, as amended, 42 U.S.C. § 3610(g)(1) and (2).

The Charge alleged that on July 3, 2011, Complainant Urlaub responded to an advertisement on craigslist.com for a rental unit located at the Greenbrier Village condominium community, 10511 Cedar Lake Road, Unit 317, Minnetonka, Minnesota ("subject property" or "Greenbrier III building"). The aforementioned advertisement included a statement that the subject property did not allow children under 18. Complainant Urlaub contacted Complainant Shurslep, the owner of the subject condominium unit, by e-mail, and inquired further about the unit and the restriction on children. During their e-mail exchange, Complainant Shurslep expressed his willingness to rent to Complainant Urlaub even though she had children under the age of 18. Complainant Urlaub alleges, however, that on July 5, 2011, Complainant Shurslep informed her that Respondent Greenbrier III Association would not allow him to rent to Complainant Urlaub because they did not want children under the age of 18 living at the property.

Complainant Shurslep alleges that Respondents prohibited him from renting the subject property to Complainant based on her familial status, which interfered with his ability to lease his unit, based on the familial status of his prospective lessee. Complainant Shurslep was willing to rent his unit to Complainant Urlaub, but was prevented from doing so pursuant to Respondent Greenbrier III Association's rules which prohibit owners from selling and/or renting their condo units to any person with children under the age of 18. Complainant Shurslep alleges that when he inquired about the restriction, Respondents Knowles and Brown allegedly told him that, although the subject property is not designated senior housing, the Greenbrier III building is an "adults only" building and renting to persons with children is strictly prohibited. Complainant Shurslep alleges that management threatened him with legal action if he attempted to rent to a person with children.

Respondents collectively admit that there is a restriction on children under the age of 18 at the Greenbrier III building. Respondents allege that the subject property is a 55 and older building and that an exemption from the Act's familial status protection applies. Respondents assert that Respondent Greenbrier III Association amended its Declaration to prohibit the leasing to any person under 18 years of age, and it also adopted the required resolution policies enabling it to be a 55 and older property in furtherance of its intention to operate as housing for older persons. However, Respondents' admit they have no documentation collected for the most recent survey verifying the ages of all residents living at the subject property.

To avoid uncertain and costly litigation, Respondents have agreed to resolve the above-captioned case with Complainants and the aggrieved parties without the need for a hearing or adjudication on damages and other than as stated herein, the parties recognize and agree that this Consent Order is the compromise of disputed claims and that the consideration accepted and paid hereunder is not intended nor shall it be construed by anyone to be an admission of liability by or on behalf of any of the parties, by whom all such liability is expressly denied. Respondents, Complainants and the aggrieved parties have consented to the entry of this Initial Decision and Consent Order (hereinafter "Consent Order"), as indicated by the signatures of the parties and counsel below. The parties agree that the Charging Party shall file with the Office of Administrative Law Judges a Motion for Entry of an Initial Decision and Consent Order, along with this Initial Decision and Consent Order, after this document is executed by all parties.

III. ACTIONS IN THE PUBLIC INTEREST

A. Injunction from Discrimination

1. It is hereby ORDERED that during the effective period of this Consent Order, Respondents, their heirs, executors, assigns, agents, employees, and successors, and all other persons in active concert or participation with them in the ownership or operation of the subject property and any other properties owned or managed by them, are permanently enjoined from discrimination against any person on the basis of familial status, in any aspect of rental or sale of a dwelling, pursuant to Section 3604 (a), (c) and Section 3617 of the Act. Respondents hereinafter promise and agree to comply with all the provisions of the Act relevant to the subject property and any other properties owned and/or managed by them. Respondents agree that they will rent the subject property and any other properties owned and/or managed by them to qualified occupants on a non-discriminatory basis as required by the federal Fair Housing Act.
2. Respondents, their agents, employees, successors, members and assigns, and all other persons in active concert or participation with any of them, are hereby enjoined, with respect to the sale or rental of dwellings, from:
 - a. Making unavailable or denying a dwelling unit to any person because of familial status, or refusing or failing to provide or offer information about a dwelling unit or showing or renting a dwelling unit to any person because of familial status.
 - b. Discriminating against any person in the terms, conditions, or privileges of rental of a dwelling unit, or in the provision of services or facilities in connection therewith, because of familial status.
 - c. Making, printing or publishing, or causing to be made, printed or published, any notice, statement or advertisement with respect to the rental of a dwelling unit that states any preference, limitation or discrimination based upon familial status.
 - d. Representing to any person because of familial status, that any dwelling unit is not available for inspection or rental when such dwelling unit is, in fact, so available.
 - e. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by Sections 3603, 3604, 3605, or 3606 of the Act.
3. Within five (5) days after the date of entry of this Consent Order, Respondents shall remove any and all signs displayed at the subject property restricting occupancy at the subject property by children under the age of 18.

4. Within thirty (30) days after the date of entry of this Consent Order, Respondents shall prominently post in the lobby of the Greenbrier III building a fair housing sign no smaller than ten (10) inches by fourteen (14) inches indicating that Respondents operate and manage the subject property on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. Respondents shall submit photographs showing that the fair housing poster has been posted along with a written declaration under penalty of perjury that Respondents have posted the posters in the requisite location. All required notifications and documentations of compliance must be submitted to HUD as follows, unless otherwise indicated:

Courtney Minor, Regional Counsel, Region V
U.S. Department of Housing and Urban Development
77 West Jackson Boulevard, Room 2617
Chicago, Illinois 60604-3507

B. Adoption and Implementation of Non-Discrimination Policy

1. Within thirty (30) days of the entry of this Consent Order, Respondents and Respondent Greenbrier III Association's board members, directors, officers and property manager(s) shall immediately rescind by not enforcing any and all bylaws, rules, policies and/or instructions limiting the occupancy of families with children under the age of eighteen (18) at the subject property. Respondents and Respondent Greenbrier III Association's board members, directors, officers and property manager(s) shall immediately cease to enforce any practice or policy, written or unwritten, formal or informal, that in any way restricts the occupancy of families with children under 18 at the subject property.
2. Respondents shall immediately notify, in writing, all residents and nonresident owners that any bylaws, rules and/or instructions limiting families with children under the age of 18 at the subject property will not be enforced. Respondent Greenbrier Village Condo III Association, Inc., agrees to implement amended bylaws, rules and/or instructions, without any such limitations on families with children under 18, or on children, generally. As soon as practicable, Respondent Greenbrier Village Condo III Association, Inc., will adopt revised governing documents which, to the extent legally required, will be recorded, published and distributed to residents and nonresident owners.
3. Within forty-five (45) days of the entry of this Consent Order, Respondents shall send to the Department a copy of the notice that the bylaw restricting families with children at the subject property has been rescinded and will not be enforced.
4. As soon as practicable, but not later than six (6) months after the entry of this Consent Order, Respondent Greenbrier Village Condo III Association, Inc., will send to the Department amended bylaw(s), rule(s) and instruction(s), along with proof that all residents and nonresident owners have received copies of each. The aforementioned documents must be submitted to HUD as follows, unless otherwise indicated:

Courtney Minor, Regional Counsel, Region V
U.S. Department of Housing and Urban Development
77 West Jackson Boulevard, Room 2617
Chicago, Illinois 60604-3507

IV. COMPLIANCE AND MONITORING BY HUD

Between the date of the entry of this Consent Order and two (2) years from said date, HUD may review compliance with this Consent Order, subject to and in accordance with HUD regulations. As part of such review, HUD may, upon providing advance notice of said inspection, inspect the subject property, examine witnesses, and copy pertinent records of Respondent Greenbrier Village Condo III Association, Inc., and/or the then current property management company responsible for managing the subject property. Respondents agree to provide their full cooperation in any compliance review undertaken by HUD to ensure compliance with this Consent Order.

V. SPECIFIC RELIEF

In exchange for the Charging Party's agreement to dismiss this Charge and the waiver, settlement, satisfaction and dismissal of any and all fair housing claims arising out of, or connected with, the instant action, by the Charging Party as to all named Respondents, Respondent Greenbrier Village Condo III Association, Inc., shall:

- A. Within thirty (30) days of the effective date of this Consent Order, pay to Complainant Meeka Urlaub, Joshua Urlaub and their two minor children the sum of \$7,500 in full settlement of their claims for damages arising out of the allegations presented in the Charge. Payment shall be in the form of a certified check made payable to "Meeka Urlaub" and mailed, by certified mail, to the following address:

Meeka Urlaub
PO Box 583271
Minneapolis, Minnesota 55458

A copy of the aforementioned check must be mailed to the following address:

Courtney Minor, Regional Counsel, Region V
U.S. Department of Housing and Urban Development
77 West Jackson Boulevard, Room 2617
Chicago, Illinois 60604-3507

- B. Within thirty (30) days of the effective date of this Consent Order, pay to Complainant Alex Shurslep the total sum of \$4,900 in full settlement of his claims for damages arising out of the allegations presented in the Charge. Payment shall be made in the form of a certified check made payable to "Alex Shurslep" and mailed, by Federal Express or certified mail, to the following address:

Alex Shurslep
3240 Rosewood Lane, North
Plymouth, Minnesota 55441

A copy of the aforementioned check must be mailed to the following address:

Courtney Minor, Regional Counsel, Region V
U.S. Department of Housing and Urban Development
77 West Jackson Boulevard, Room 2617
Chicago, Illinois 60604-3507

- C. Due to the foregoing payments, HUD agrees to waive any and all civil penalties assessable by the Government as to all named Respondents.
- D. As an owner of a unit at the subject property, during the effective period of this Consent Order, Complainant Shurslep shall not be subject to or liable for any condominium assessment fee or special assessment resulting from this matter as it relates to the cost of any and all fees arising out of, or connected with, the instant action, including, but not limited to attorney fees, cost of litigation, payment of settlement in the instant case and/or the need to increase Respondent Greenbrier III Association's reserve funds as a result of the instant case. If Complainant Shurslep is charged such a fee, that will be considered a breach of this Consent Order and Complainant Shurslep may file a separate retaliation claim under 42 U.S.C. § 3617. The foregoing restriction does not apply to normal budget increases or annual assessment increases.
- E. Within four (4) months of the entry of this Consent Order, Respondent Kristine Knowles, Respondent Diane Brown, a designated representative of the Board for Respondent Greenbrier Village Condo III Association, Inc., and each on-site agent engaged in management and/or sale or rental activities at the subject property, must attend fair housing training conducted by a qualified person or agency, acceptable to HUD, concerning their responsibilities under federal fair housing laws, regulations and ordinances. Respondents may contact HUD Attorney Barbara Sliwa at (312) 913-8613 for assistance in locating an acceptable agency for training purposes. Respondents shall provide copies of the Consent Order to all such employees and agents in advance of the training. Respondents are responsible for any and all costs associated with such fair housing training.

Respondents and each employee and/or agent identified above shall provide a certificate of completion to HUD, in the same or similar form as that attached hereto as "Attachment A," evidencing that they have successfully completed the course. Within thirty (30) days of completion of such training course, the certificate of completion shall be completed and mailed to HUD by regular mail to the following address:

Courtney Minor, Regional Counsel, Region V
U.S. Department of Housing and Urban Development
Office of the Regional Counsel
77 West Jackson Boulevard, Room 2617
Chicago, Illinois 60604-3507

- F. In exchange for the financial and affirmative relief provided by Respondents in this Consent Order, Complainants and the aggrieved parties, agree to the dismissal of the Charge of Discrimination against all named Respondents.

VI. MUTUAL RELEASE

In consideration of Respondent Greenbrier Village Condo III Association's payment to Complainant Meeka Urlaub and Complainant Alex Shurslep, compliance with the conditions and terms of this Consent Order and with all orders of this tribunal described herein, and for other good and valuable consideration, Complainants, their successors, assigns, agents, employees, and attorneys hereby forever waive, release, and covenant not to sue Respondents or the Department, their successors, heirs, executors, assigns, agents, employees, or attorneys, including any subsequent owner of the subject property with regard to any and all claims, damages, and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD ALJ No. 12-M-048-FH-14 and FHEO Case Numbers 05-11-1269-8 and 05-12-0556-8 or which could have been filed in any action or suit arising from said subject matter. This Consent Order does not in any way limit or restrict the Department's authority to investigate any other subsequent complaint involving Respondents and/or the subject property made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.

In consideration of the execution of this Consent Order, and other good and valuable consideration, all named Respondents, their successors, assigns, agents, employees, or attorneys, hereby forever waive, release, and covenant not to sue the Department or Complainants or their officers, successors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD ALJ No. 12-M-048-FH-14 and FHEO Case Numbers 05-11-1269-8 and 05-12-0556-8 or which could have been filed in any action or suit arising from said subject matter.

VII. GENERAL PROVISIONS

- A. The parties acknowledge that this Consent Order is a voluntary and full settlement of the Charge. No party has been coerced, intimidated, threatened, or in any way forced to become a party to the Consent Order. The parties have read and fully understand the significance of all the terms set forth herein.
- B. The parties and their counsel agree that, in the interest of prompt conclusion of this matter, the execution of this Consent Order by the parties may be accomplished by separate execution of consents (the original executed Consent and Signature Pages) to be attached to the body of this Consent Order to constitute one document.

- C. The signatures of the parties to this Consent Order may be executed by way of electronic mail and/or facsimile transmission and shall be deemed to be an executed and admissible Consent Order for all purposes as may be necessary under the terms of this Consent Order.
- D. The parties and their counsel agree that if the situation arises where a party to this agreement needs an extension of time in order to satisfy a deadline provided herein, such extension must be obtained by mutual agreement of the parties and all signatories or their successors in writing.
- E. This Consent Order shall govern the conduct of the parties to it for a period of two (2) years following the date this Consent Order becomes final pursuant to 42 U.S.C. § 3612(h).
- F. The Consent Order is binding upon Complainants, Respondents and their employees, heirs, successors, assigns, and all others working for or associated with Respondents who are involved in the operation of the subject property.
- G. It is understood that the Initial Decision and Consent Order shall be a public document.
- H. The signatures of the parties to this Consent Order further constitute a waiver of any right to apply for attorney's fees or costs pursuant to 42 U.S.C. § 3612(p).

VIII. DISMISSAL OF CHARGE

In consideration of Respondents' payment to Complainants, compliance with the terms and conditions of this Consent Order, and all orders contained herein, the Charging Party agrees to the dismissal, without a formal determination, of the allegations that Respondents injured Complainants by violating the Act. Therefore, the Charge against Respondents is hereby DISMISSED with prejudice. However, nothing in this paragraph should be construed to prevent any of the parties from taking action to enforce this Consent Order.

IX. COMPLIANCE

The dismissal herein shall not constitute an adjudication of a discriminatory housing practice pursuant to 24 C.F.R. § 180.671(a). Failure to satisfy the terms of this Consent Order is a breach of the Consent Order, which may be enforced in the United States Court of Appeals pursuant to 42 U.S.C. § 3612(j) and (m).

X. CONSENT AND SIGNATURES

The undersigned parties have read the foregoing Consent Order, HUD ALJ No. 12-M-048-FH-14 and FHEO Case Numbers 05-11-1269-8 and 05-12-0556-8, and willingly consent to it with a full understanding of the rights it confers and the responsibilities it imposes on them, as signified by their signature below:

Date: _____

ALEX SHURSLER

Date: _____

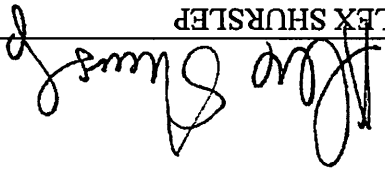
8/4/2012

MEEKA URLAUB



FOR COMPLAINANTS:

Date: 8/3/2012

ALEX SHURSLER


Date:

MEEKA URLAUB

FOR COMPLAINANTS:

FOR RESPONDENTS:

GREENBRIER VILLAGE CONDO THREE ASSOCIATION, INC.

By: *Joe P. H. H. H.*
Title: *President*
Date: 8-6-12

GASSEN COMPANY, INC.

By: *[Signature]*
Title: *CEO*
Date: 8-9-12

KRISTINE KNOWLES

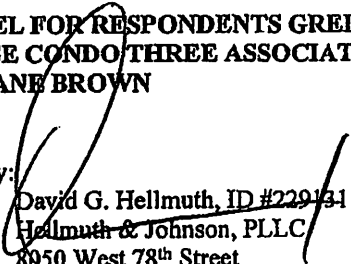
By: *Kristine Knowles*
Date: 8/6/12

DIANE BROWN

By: *Diane Brown*
Date: 8-6-12

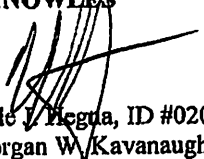
**COUNSEL FOR RESPONDENTS GREENBRIER
VILLAGE CONDO THREE ASSOCIATION, INC.
AND DIANE BROWN**

By:


David G. Hellmuth, ID #229131
Hellmuth & Johnson, PLLC
8050 West 78th Street
Edina, Minnesota 55439
Telephone: (952) 941-4005

**COUNSEL FOR RESPONDENTS GASSEN COMPANY, INC. AND
KRISTINE KNOWLES**

By:


Kyle J. Hegda, ID #020240X
Morgan W. Kavanaugh, ID #0391253
Wilkerson & Hegna, PLLP
7300 Metro Boulevard, Suite 300
Edina, Minnesota 55439
Telephone: (952) 897-1707

**COUNSEL FOR THE CHARGING PARTY
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:**



COURTNEY MINOR
Regional Counsel
Region V

8-8-12
Date



LISA M. DANNA-BRENNAN
Supervisory Attorney-Advisor
for Fair Housing

8-8-12
Date



BARBARA SLIWA
Trial Attorney
U.S. Department of Housing
and Urban Development
Office of Regional Counsel
Region V
77 West Jackson Boulevard, #2617
Chicago, Illinois 60604-3507
(312) 353-6236, Ext. 2613
FAX: (312) 886-4944

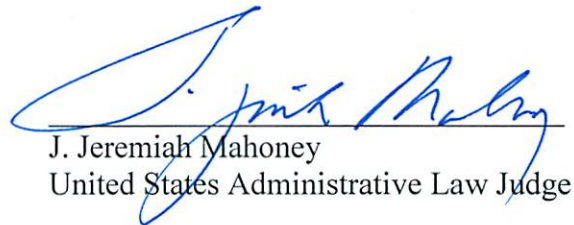
8-8-12
Date

XI. ORDER OF THE COURT

This Consent Order is entered into pursuant to the Fair Housing Act, 42 U.S.C. § 3612(g)(3), and shall become final upon the expiration of thirty (30) days or by confirmation of the Secretary within that time. See 42 U.S.C. § 3612(h). The signatures of the parties to this Consent Order constitute a waiver of any right to withdraw their consent during the thirty (30) day Secretarial review period and a waiver of any right to challenge the validity of this consent Order at any time.

The hearing in this matter was scheduled for October 23, 2012. On August 8, 2012, the parties forwarded to the Court the foregoing Order, incorporating the terms of their agreement. The Court, after reading the agreement finds that it appears to be in the public interest. All parties have given their consent and signed the agreement incorporated in the foregoing Initial Decision and Consent Order, which is hereby accepted and issued.

So **ORDERED**, this 9th day of August 2012.



J. Jeremiah Mahoney
United States Administrative Law Judge