

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

Case Type: Civil
Honorable Cynthia McCollum

State of Minnesota, by its Attorney General,
Keith Ellison,

Court File No. 19HA-CV-21-439
Hon. Cynthia L. McCollum

Plaintiff,

CONSENT JUDGMENT AND ORDER

vs.

Joanna Wentzlaff,

Defendant.

WHEREAS, the Attorney General, Keith Ellison (“Attorney General” or “State”) filed a Complaint against Joanna Wentzlaff (“Wentzlaff”) in this matter on February 16, 2021 (“Complaint”), and served it upon Wentzlaff on February 17, 2021;

WHEREAS, the Attorney General and Wentzlaff desire to resolve fully the claims set forth in the Complaint by this Consent Judgment and Order;

NOW, THEREFORE, the Attorney General and Wentzlaff hereby agree to entry of an order with the following terms and conditions:

I. INJUNCTIVE RELIEF

1. Wentzlaff, including her agents, independent contractors, affiliates, successors, as well as other persons in active concert or participation with Wentzlaff who receive actual notice of this order, shall comply with the following permanent injunctive terms and provisions:

a. Wentzlaff (including any company in which Wentzlaff is an owner, officer, director, or has a managing or controlling interest) shall not take any actions that interfere

with the ability of any residential tenant to live at any property she owns during the peacetime emergency as required by Order 20-79 and any successive executive order providing tenant protections. Such interference includes, but is not limited to, impeding tenants' access to the property in any manner such as by changing the locks, interrupting or causing the interruption of any utility service or the malfunction of any appliance, or threatening eviction for non-payment of rent during the peacetime emergency.

b. Wentzlaff shall not seek indemnity, contribution, or assert other causes of action (including, but not limited to, breach of contract or breach of lease), or make any claim for attorney fees, arising out of facts alleged in the Complaint, arising out of this litigation, or because a tenant contacted the Attorney General's Office or any other governmental entity.

c. Wentzlaff shall not terminate or attempt to terminate the tenancy of any residential tenant unless a specific permitted exception to Executive Order 20-79 or any successive executive order providing tenant protection applies.

d. Concurrent with any notice to vacate or other termination of a tenancy, Wentzlaff shall inform the residential tenant which exception Wentzlaff asserts is applicable as well as disclose any and all facts and documents that Wentzlaff believes supports the asserted exception.

d. Nothing in this Consent Judgment alters any residential tenant's ability to terminate his or her tenancy as allowed by law.

e. Wentzlaff shall in all respects follow, obey, and remain in compliance with Executive Order 20-79, and any successive executive order relating to landlords, tenants, eviction, or residential leasing.

2. Wentzlaff shall fulfill the terms of this Consent Judgment, and any affiliates and successors shall be bound by this Consent Judgment as if they had signed this Consent Judgment, so as to accomplish the full relief contemplated by this Consent Judgment. Wentzlaff shall not affect any change in her form of doing business, organizational identity, organizational structure, affiliations, ownership, or management composition as a method or means of attempting to avoid the requirements of this Consent Judgment.

II. MONETARY PAYMENT

3. No later than ten (10) days after the Court's entry of this Consent Judgment and Order, Wentzlaff shall pay to the Attorney General the sum of \$3,573.86 (the "Settlement Sum") pursuant to Minn. Stat. § 8.31, by check payable to the State of Minnesota and mailed to the Minnesota Attorney General's Office, care of Evan Romanoff, at 445 Minnesota Street, Suite 1400, St. Paul, MN 55101. All or any portion of the Settlement Sum may be distributed to injured persons or entities by the Attorney General in his sole discretion pursuant to Minnesota Statutes section 8.31. Any remaining funds shall be remitted to the general fund of the State pursuant to Minnesota Statutes sections 8.31 and 16A.151.

III. STAYED CIVIL PENALTY

4. Wentzlaff shall pay a stayed civil penalty of \$10,000 to the Attorney General upon application to the Court and a showing by the Attorney General that Wentzlaff has violated any of the terms of this Consent Judgment and Order. The Court shall decide whether the civil penalty shall be imposed, upon a motion by the Attorney General, and after an evidentiary hearing, if the Court deems such a hearing necessary. The release in paragraph 6 does not prevent the Attorney General from moving for, or collecting, the stayed civil penalty described in this paragraph.

IV. GENERAL TERMS

5. Nothing in this Consent Judgment shall relieve Wentzlaff of her obligation to comply with all applicable Minnesota and federal laws and regulations.

6. In consideration of the stipulated relief, the sufficiency of which is acknowledged, the Office of the Attorney General and Wentzlaff, by execution of this Consent Judgment, hereby fully and completely release the other party of any and all claims raised or which could have been raised by the Parties connected with or arising out of the allegations in the Attorney General's Complaint in the above-captioned action, up to and including the date of this Consent Judgment, including claims that relate to the conduct of the Attorney General or Wentzlaff. The Attorney General through this Consent Judgment does not settle, release, or resolve any claim against Wentzlaff or any other person or entity involving any private causes of action, claims, and remedies including, but not limited to, private causes of action, claims, or remedies provided for under Minn. Stat. § 8.31. This release does not apply in any way to claims of any other Minnesota state agency, department, official, or division.

7. Wentzlaff neither admits nor denies the allegations in the Complaint.

8. This Consent Judgment may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement.

9. This Consent Judgment constitutes the full and complete terms of the agreement entered into by Wentzlaff and the Attorney General.

10. The Court shall retain jurisdiction of this matter for purposes of enforcing the Consent Judgment and Order. The Attorney General may make such application as appropriate to enforce or interpret the provisions of this Consent Judgment and Order or, in the alternative, maintain any action within his legal authority for such other and further relief as he

determines is proper and necessary for the enforcement of this Consent Judgment and Order. The parties agree that, in any action brought by the Attorney General to enforce the terms of this Consent Judgment and Order, the Court shall have the authority to award equitable relief, including specific performance.

11. Service of notices required by this Consent Judgment shall be served on the following persons, or any person subsequently designated by the parties to receive such notices:

Assistant Attorney General Evan Romanoff
Minnesota Attorney General's Office
445 Minnesota Street, Suite 1400
St. Paul, Minnesota 55101-2131
evan.romanoff@ag.state.mn.us

Stephen Ling
Dougherty Molenda Solfest, Hills & Bauer P.A.
14985 Glazier Avenue, Suite 525
Apple Valley, MN 55124
sling@dmslb.com

12. The failure of a party to exercise any rights under this Consent Judgment shall not be deemed to be a waiver of any right or any future rights.

13. This Consent Judgment, including any issues relating to interpretation or enforcement, shall be governed by the laws of the State of Minnesota.

14. Nothing in this Consent Judgment shall be construed to limit the power or authority of the State of Minnesota or the Attorney General except as expressly set forth herein.

15. Each of the parties had the opportunity to be advised and represented by counsel, participated in the drafting of this Consent Judgment, and agrees that the Consent Judgment's terms may not be construed against or in favor of any of the parties by virtue of draftsmanship.

16. Each party shall perform such further acts and execute and deliver such further documents as may reasonably be necessary to carry out this Consent Judgment and Order.

17. The parties consent to entry of the foregoing judgment, which shall constitute a final judgment. The judgment shall take effect immediately upon entry by the clerk of this Court.

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The State of Minnesota, by its counsel, the Minnesota Attorney General

Dated: April 26, 2021.

KEITH ELLISON
Attorney General
State of Minnesota

/s/ Evan S. Romanoff
EVAN S. ROMANOFF
Assistant Attorney General
Atty. Reg. No. 0398223
445 Minnesota Street, Suite 1200
St. Paul, Minnesota 55101-2131
Telephone: (651) 728-4126
evan.romanoff@ag.state.mn.us

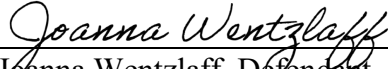
KATHERINE KELLY
Assistant Attorney General
Atty. Reg. No. 0337535
445 Minnesota Street, Suite 1200
St. Paul, Minnesota 55101-2131
Telephone: (651) 728-4089
Katherine.kelly@ag.state.mn.us

JASON PLEGGENKUHLE
Assistant Attorney General
Atty. Reg. No. 0391772
445 Minnesota Street, Suite 1200
St. Paul, Minnesota 55101-2131
Telephone: (651) 757-1147
jason.pleggenkuhle@ag.state.mn.us

Attorneys for Plaintiff, State of Minnesota

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Dated: 05/12/2021

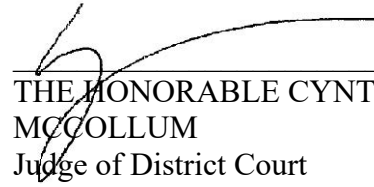

Joanna Wentzlaff, Defendant

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ORDER

Based upon the foregoing Consent Judgment, it is SO ORDERED.

Date: 5/13/2021



THE HONORABLE CYNTHIA
MCCOLLUM
Judge of District Court

THERE BEING NO CAUSE FOR FURTHER DELAY, LET JUDGMENT BE ENTERED IMMEDIATELY.

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