

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA
WESTERN DIVISION

UNITED STATES OF AMERICA,)

Plaintiff,)

v.)

RETSEL CORPORATION, d/b/a)
GRAND GATEWAY HOTEL and d/b/a)
CHEERS SPORTS LOUNGE AND)
CASINO,)
CONNIE UHRE, and)
NICHOLAS UHRE,)

Defendants.)

Case No. 5:22-cv-05086-LLP

CONSENT DECREE

I. Introduction

1. This Consent Decree resolves the Complaint filed by Plaintiff United States against Defendants Retsel Corporation, d/b/a Grand Gateway Hotel and d/b/a Cheers Sports Lounge and Casino, Connie Uhre, and Nicholas Uhre, which alleges that Defendants violated Title II of the Civil Rights Act of 1964 (“Title II”), 42 U.S.C. §§ 2000a, *et seq.*, by implementing racially discriminatory policies and practices against Native American customers at businesses that Defendants operate in Rapid City, South Dakota, which include a hotel named the “Grand Gateway Hotel,” and a sports bar named the “Cheers Sports Lounge and Casino.” Plaintiff and Defendants are collectively referred to as the Parties.

2. The Complaint alleges that Defendants’ policies and practices, which excluded Native Americans from using its services, constitute a “pattern or practice of resistance to the full enjoyment of rights” by Native Americans on account of race under 42 U.S.C. § 2000a-5, and

the pattern or practice “is of such a nature and is intended to deny the full exercise of such rights,” in violation of 42 U.S.C. §§ 2000a, *et seq.*

3. The Complaint alleges that Defendants engaged in conduct that “withhold[s], den[ies], or attempt[s] to withhold or deny, or deprive or attempt to deprive” Native Americans of rights and privileges secured by 42 U.S.C. §§ 2000a-1.

4. Except as stated in the Recitals below, Defendants deny the allegations in the lawsuit and in the Complaint, deny that they implemented any policy to deprive Native Americans from use of or access to accommodations owned by Defendant Retsel Corporation, and deny that they engaged in, or attempted to engage in, discriminatory conduct. However, Defendants are entering into this Consent Decree in the spirit of cooperation with the United States and to memorialize Defendants’ commitment to compliance with applicable laws prohibiting discrimination.

5. Defendant Retsel Corporation is a South Dakota corporation, which owns and operates the Grand Gateway Hotel and Cheers Sports Lounge and Casino, located at 1721 N. LaCrosse Street, Rapid City, South Dakota. Among its agents and representatives are Defendant Connie Uhre, who is President and a director of the Retsel Corporation, and Defendant Nicholas Uhre, who is also a director of the Retsel Corporation. Defendant Nicholas Uhre also manages the Grand Gateway Hotel and Cheers Sports Lounge and Casino.

6. The Parties stipulate that, at all times relevant to the allegations in the Complaint, the Grand Gateway Hotel is and has been a “place of public accommodation” within the meaning of 42 U.S.C. §§ 2000a(b)(1), and that its operations “affect commerce” within the meaning of 42 U.S.C. §§ 2000a(c).

7. The Parties stipulate that, at all times relevant to the allegations in the Complaint, the Cheers Sports Lounge and Casino is and has been a “place of public accommodation” within the meaning of 42 U.S.C. §§ 2000a(b)(3) and (4), and its operations “affect commerce” within the meaning of 42 U.S.C. § 2000a(c).

8. The Parties agree that the claims against Defendants should be settled and resolved in order to avoid protracted and costly litigation. Therefore, the Parties have agreed to the entry of this Consent Decree.

It is therefore ADJUDGED, DECLARED, AND ORDERED as follows:

II. Recitals

9. On March 19, 2022, on an email chain initiated by Defendant Nicholas Uhre to other hotel managers and owners in or around Rapid City, Defendant Connie Uhre sent a reply email that stated: “I really do not want to allow Natives on property. Every time we have problems I call the police with it, the first thing they ask is what nationality is he or she and 98% of the time I have to say native[sic], and we call at least once a week. they [sic] kill each other walk around with guns... The problem is we do not know the nice ones from the bad natives...so we just have to say no to them!!”

10. On or around March 20, 2022, Defendant Connie Uhre posted the following announcements in a comment thread from her Facebook account:



Connie Uhre

Do to the killing that took place at the Grand Gateway Hotel on March 19 2022 at 4 am plus all the vandalism we have had since the Mayor and Police Department are working with the non profit organization (Dark Money) . We will no long allow any Native American on property. Or in Cheers Sports Bar. Natives killing Natives. Rancher and Travelers will receive a very special rate of 59.00 a night. Book Direct.

1d Like Reply

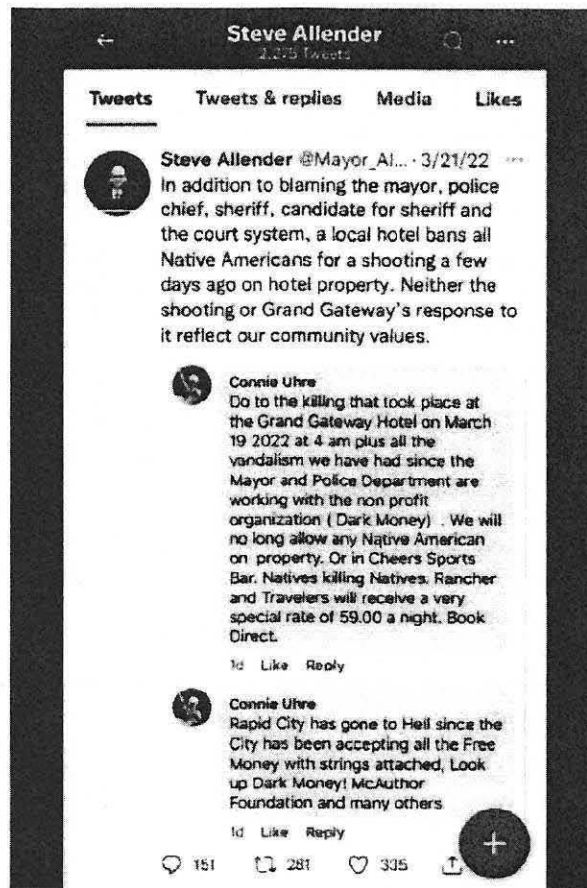


Connie Uhre

I can not allow a Native American to enter our Business including Cheers, We can not tell who is a bad native or a Good native ..untill the tribe can fix their people. We can not take this chance anymore, Every time we call the police for a problem, the first thing they ask is What nationality are they, 94 % of the time it is Native. The all wear Black hoodies and a black face mask, So now the 40,000.00 we have spent on cameras, is useless.

1d Like Reply

11. On March 21, 2022, Mayor Steve Allender of Rapid City, South Dakota posted a tweet concerning Connie Uhre's announcements, as follows:



12. Defendants deny that Connie Uhre's announcements set forth in paragraphs 9-11 contain an accurate statement of the policies of Grand Gateway Hotel and Cheers Sports Lounge.

III. Injunctive Relief Against Defendant Connie Uhre

13. For a period of four years as of the date of entry of this Decree, Connie Uhre is enjoined from exercising any management duties, being involved in any operations, practices, or policies, or conducting any work or activity in any capacity whatsoever, on behalf of the Grand Gateway Hotel and Cheers Sports Lounge. Connie Uhre is also enjoined from being on the premises of the Grand Gateway or the Cheers Sports Lounge and Casino in any managerial, operational, or employment capacity.

14. Connie Uhre has ceased serving as President or a director of the Retsel Corporation and is enjoined from holding a position as an officer or director of the Retsel Corporation for a period of four years following the date of entry of this Decree.

15. Within 60 days from the date of entry of this Decree, Defendants Retsel Corporation and Connie Uhre shall submit to the United States documentation that evinces Connie Uhre's lack of status and role within the Retsel Corporation, in accordance with the terms of this Section.

16. Based on an existing Agreement to Continue Guaranty and Stock Pledge Agreement between the shareholders of Retsel Corporation and Connie Uhre, in the event that the Retsel Corporation defaults on certain obligations, ownership of the Retsel Corporation or governing rights of the corporation could revert to Connie Uhre. If these circumstances occur, Retsel Corporation and Connie Uhre will notify the United States within 15 days and the parties will work cooperatively and in good faith to address any transition issues that may occur.

IV. General Injunctive Relief

A. General Nondiscrimination Provisions

17. Unless otherwise specified, all provisions of this Consent Decree shall apply to each Defendant in conducting the business at the Grand Gateway Hotel and Cheers Sports Lounge and Casino.

18. Defendants are enjoined from denying any person, because they are Native American, the full and equal enjoyment of all of the goods, services, facilities, privileges and advantages, and accommodations of the Grand Gateway Hotel and the Cheers Sports Lounge and Casino. Such conduct includes: (a) failing or refusing to serve or admit any person to the premises, or ejecting any person already admitted from the premises, on account of their race, color, or national origin; (b) discriminating in the terms, conditions, privileges, or services provided to any patron on account of their race, color, or national origin; and (c) engaging in practices and procedures designed to discourage any person from patronizing the Grand Gateway Hotel or Cheers Sports Lounge on account of their race, color, or national origin.

19. With regard to the Grand Gateway Hotel and Cheers Sports Lounge, Defendants are enjoined from: (a) withholding, denying, or attempting to withhold or deny, or deprive or attempt to deprive any person of any right or privilege secured by the prohibition against discrimination or segregation in places of public accommodation under the Civil Rights Act of 1964, 42 U.S.C. § 2000a, and, (b) intimidating, threatening, or coercing, or attempting to intimidate, threaten, or coerce any person with the purpose of interfering with any right or privilege secured by the prohibition against discrimination or segregation in places of public accommodation under the Civil Rights Act of 1964, 42 U.S. C. § 2000a.

B. Statement of Apology

20. Within 30 days of the date all Parties have signed this Consent Decree, Defendants shall issue a Statement of Apology. Such Statement of Apology shall conform to Appendix A.

21. Within 30 days of the date all Parties have signed this Consent Decree, Defendant Retsel Corporation shall mail (electronically or by post) copies of its Statement of Apology to the organizations listed in Appendix B, and the publications listed in Appendix C. In addition, Defendant Retsel Corporation must publish the Statement of Apology on the Grand Gateway Hotel's website and Facebook page and must maintain such posts for at least 60 days from the entry of this Consent Decree. Documentation evincing the Statement of Apology's publication and distribution shall be provided in accordance with the reporting requirements in Section VII of this Consent Decree.

C. Retention of Compliance Officer

22. Within 30 days of the date of entry of this Consent Decree, Defendant Retsel Corporation shall contract with a qualified independent person or entity, approved by the United States, to serve as a Compliance Officer to monitor and oversee compliance with this Consent Decree for the entire duration of this Consent Decree, and shall provide documentation to the United States reflecting that it has done so. The Compliance Officer shall not be an employee of any Defendant and shall not be related to any Defendant or any member of any Defendant's immediate family. The Compliance Officer shall have appropriate experience with respect to compliance with civil rights laws. The Defendants' contract with the Compliance Officer shall provide that the Compliance Officer notify the United States within 15 days of their conclusion

that Defendants are refusing to comply with the Consent Decree or repeatedly failing to comply with certain provisions of the Consent Decree.

D. Implementation of Anti-Discrimination Policy

23. Within 60 days of the date of entry of this Consent Decree, Defendant Retsel Corporation shall erect and maintain at the location at which notices are normally published to members of the public at the Grand Gateway Hotel and the Cheers Sports Lounge and Casino a printed, easy-to-read sign as specified in Appendix D. Photographs of the erected signs shall be produced in accordance with the reporting requirements in Section VII of this Consent Decree.

24. Within 60 days of the date of entry of this Consent Decree, Defendant Retsel Corporation shall place in any advertisements in television, newspaper, or internet media a statement that the Grand Gateway Hotel and Cheers Sports Lounge and Casino are open to all members of the public on an equal basis without regard to race, color, or national origin, and shall provide copies of such advertisements to the United States. Copies of such advertisements shall also be provided to the United States in accordance with the reporting requirements in Section VII of this Consent Decree.

25. Within 30 days of the date of entry of this Consent Decree, Defendant Retsel Corporation shall implement its Customer Non-Discrimination Policy and Procedure, which has been approved by the United States and which establishes and maintains a system of accepting, processing, recording, investigating, and responding to complaints of discrimination based on race, color, or national origin related to the Grand Gateway Hotel and the Cheers Sports Lounge and Casino from guests or potential guests or patrons of the Grand Gateway Hotel or the Cheers

Sports Lounge and Casino.¹ This Customer Non-Discrimination Policy and Procedure is in the form of a written policy, and describes steps that Defendants and the Compliance Officer will take to respond to and investigate any complaints and to document such complaints and such response and investigation.

26. Within 15 days of receipt of any written complaint of discrimination based on race, color, religion, or national origin, including pursuant to the complaint system under paragraph 25 of this Consent Decree, Defendants shall provide the United States a copy of the written complaint, which must include the complainant's name, address, telephone number, and email address, if known. Defendants shall also promptly provide to the United States all information it may request concerning any such complaint and Defendants' response, investigation, and/or attempted or actual resolution.

27. Nothing in this Consent Decree shall prevent the management of the Grand Gateway Hotel and Cheers Sports Lounge and Casino from refusing entry or removing any individual from its premises who engages in violent, threatening, indecent, profane, boisterous, or otherwise disorderly conduct, or for any other non-discriminatory reason not prohibited by Title II of the Civil Rights Act of 1964.

28. Nothing in this Consent Decree prohibits Defendant Retsel Corporation from adopting reasonable restrictions on the rental of rooms or the use of its services and amenities, including the Grand Gateway Hotel and Cheers Sports Lounge and Casino, provided that such restrictions are: (i) in writing; (ii) enforced consistently and in a manner that does not

¹ A "potential guest" of the Grand Gateway Hotel is anyone who approaches the Front Desk or an employee of the Grand Gateway Hotel, whether in-person, by phone, or Grand Gateway Hotel's web site, inquiring about booking a room or another service of the hotel. A "potential guest" of the Cheers Sports Lounge and Casino is anyone who enters or seeks to enter the Cheers Sports Lounge and Casino as a patron.

discriminate against individuals on the basis of race, color, or national origin; (iii) provided to the United States 30 days before any such restriction goes into effect; and (iv) have not been disapproved by the United States. Such restrictions do not otherwise require prior approval by the United States.

29. Defendant Retsel Corporation is prohibited from: (i) adopting or enforcing any policy against renting rooms to persons because they are residents of Rapid City and/or surrounding areas (i.e., a local- identification policy) without approval from the United States; and/or (ii) maintaining a “do-not-rent-list,” on the basis of race, color, or national origin; and/or (ii) otherwise refusing anyone or organization from renting rooms or using its services or amenities on account of race, color, or national origin.

30. Defendants shall maintain all policies and procedures approved by the United States and/or required by this Consent Decree, and preserve any other documents related to compliance with this Consent Decree, for the duration of this Consent Decree and must provide such documents or other information related to compliance with this Consent Decree to the United States upon request and reasonable notice in addition to the reporting requirements in Section VII of this Decree.

E. Development of Outreach and Marketing Plan

31. Defendant Retsel Corporation shall consult with a person knowledgeable in tribal culture and communities and familiar with marketing to such communities to develop a plan for an outreach and marketing plan and submit that plan to the United States within 60 days of the date of entry of this Consent Decree. Subject to the United States’ approval, Defendant Retsel Corporation shall implement and maintain the outreach and marketing plan beginning no later than 60 days following approval from the United States. The plan shall set forth the steps that

Defendant Retsel Corporation will take to conduct outreach and marketing to appropriate Native American organizations and communities in Rapid City and the South Dakota region, including, but not limited to, the Lakota Nation and tribal reservations.

V. Training

32. Within 90 days of the date of entry of this Consent Decree, all owners, directors, partners, and employees of the Retsel Corporation, Grand Gateway Hotel and Cheers Sports Lounge and Casino, and/or any other public accommodations owned or operated by Defendant Retsel Corporation, shall attend a program of educational training concerning the substantive provisions of Title II and their responsibilities under the law and under Section IV of this Consent Decree. This training shall be no less than two hours in duration, and conducted by a qualified, independent person or organization with experience in providing training on civil rights issues; and both the training program and provider shall be submitted to the United States for approval no later than 60 days from the date of entry of this Consent Decree. The costs of this program shall be borne by the Defendants. All persons attending such a program shall have their attendance certified in writing by the person or organization conducting the educational program. Defendants may videotape the training program for use in compliance with this paragraph for employees who are unable to attend the training in person, or for employees hired after the date of the initial training or any other person subject to the training requirements described in this paragraph when such person's employment or other covered role commences. Defendant Retsel Corporation shall direct each such person to sign a certification in the form of Appendix E, and Defendant Retsel Corporation shall provide copies of all such certifications to the United States in accordance with Section VII of this Consent Decree.

33. The Retsel Corporation shall provide the training required by paragraph 32 to all new employees, owners, directors, and any other person covered by paragraph 32 no later than five days after the person's employment or other covered role commences. Defendant Retsel Corporation shall direct each such person to sign a certification in the form of Appendix E, and Defendant Retsel Corporation shall provide copies of all such certifications to the United States in accordance with Section VII of this Consent Decree.

VI. Compliance Testing

34. The United States may conduct compliance testing, which may include using testers to enter the premises of, and/or apply for a booking at, the Grand Gateway Hotel or the Cheers Sports Lounge and Casino, for the purpose of determining whether the Defendants are complying with the terms of this Consent Decree and Title II of the Civil Rights Act of 1964.

VII. Reporting Requirements

35. Within three months of the date of entry of this Consent Decree, and every six months thereafter during the term of the Consent Decree, Defendant Retsel Corporation shall submit a report or reports to the United States evincing compliance with this Consent Decree ("Compliance Report"). The Compliance Report shall include all documentation required by and referenced in this Consent Decree.²

36. In addition, each Compliance Report shall contain the following information or documents covering the previous reporting period, or otherwise not previously provided:

- a. documents showing Defendants' ongoing compliance with the requirements of Section III of this Consent Decree;

² Unless directed otherwise by the United States, Defendant Retsel Corporation shall send all documents, notices, and other communications required by the Consent Decree to be sent to the United States to all counsel of record via email.

- b. documentation reflecting the Statement of Apology's inclusion on the website and Facebook pages for the Grand Gateway Hotel and its distribution to the entities in Appendices B and C, pursuant to paragraphs 20-21;
- c. dated photographs showing both close-up and wide views of the erected signs covered by paragraph 23 that show both their text and their placement at the Grand Gateway Hotel and Cheers Sports Lounge and Casino;
- d. all advertising covered by paragraph 24;
- e. all steps taken in the implementation of the outreach and marketing plan described in paragraph 31;
- f. all new certifications in the form of Appendix E, pursuant to paragraphs 32-33;
- g. notification of any transfer, sale, and/or change in ownership in the Retsel Corporation or applicable to any establishments, places of public accommodations, or other businesses owned or operated by the Retsel Corporation; and
- h. notification of any cessation in the operation of the Grand Gateway Hotel or Cheers Sports Lounge and Casino, other than temporary closures as a component of the normal operation of business.

VIII. Duration of and Enforcement of Consent Decree

37. Unless otherwise specified as in paragraphs 13 and 14 above, the provisions of this Consent Decree will remain in effect for three years following the date of its entry by the

Court. The Court shall retain jurisdiction of this case for the duration of this Consent Decree to enforce its terms, after which time the case will be dismissed with prejudice.

38. Any time limits for performance imposed by this Consent Decree may be extended by written agreement of the Parties. The other provisions of this Consent Decree may be modified by written agreement of the Parties, provided the Parties file the written agreement with the Court. The agreement shall take effect upon filing and shall remain in effect for the duration of the Consent Decree or until such time as the Court indicates through written order that it has not approved the modification.

39. If differences arise between the Parties regarding interpretation, implementation, or maintenance of this Consent Decree, the need for modification of the Consent Decree, or the Defendants' compliance with the terms of this Consent Decree, the Parties shall endeavor to resolve such differences among themselves before seeking the intervention of the Court.

40. In the event of a failure by any of the Defendants to perform in a timely manner any act required by this Consent Decree or otherwise to act in conformance with any provision thereof, and if the voluntary dispute resolution procedure described in paragraph 39 is unsuccessful, 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.

IX. Litigation Costs

41. Each party shall bear its own costs and attorney fees.

X. Termination of Litigation Hold

42. The Parties agree that, as of the date of entry of this Consent Decree, litigation is not "reasonably foreseeable" concerning the matters described in the United States' Complaint.

To the extent that any of the Parties previously implemented a litigation hold to preserve documents, electronically stored information, or things related to matters described in the Complaint, they are no longer required to maintain such a litigation hold. Nothing in this paragraph relieves Defendants of any record-keeping or other obligations imposed by this Decree or outside the scope of the United States' lawsuit.

It is so **ORDERED BY:**


United States District Court for South Dakota

The Honorable Judge

November 29, 2023

By: Plaintiff United States:

Dated: 11/9/23

Respectfully submitted,



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District of South Dakota
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Sioux Falls, SD 57101-2638
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KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division

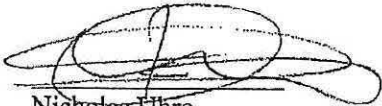
/s/ Beth Pepper
CARRIE PAGNUCCO
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TIMOTHY J. MORAN
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U.S. Department of Justice
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Washington, DC 20002
Tel: (202) 340-0916
E-mail: Beth.Pepper@usdoj.gov

By: Defendant Retsel Corporation through its Shareholders:

Dated: 11-8-23



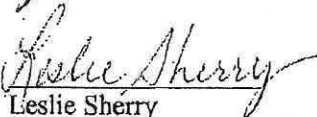
Chad Uhre



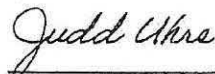
Nicholas Uhre



Josh Uhre



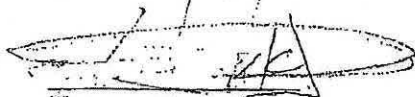
Leslie Sherry



Judson Uhre

By: Defendant Nicholas Uhre

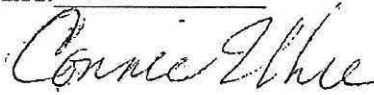
Dated: 11/8/23



Nicholas Uhre

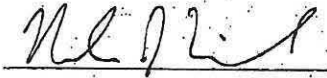
By: Defendant Connie Uhre

Dated: 11-8-23



Connie Uhre

Dated: 11-9-23



Bradley Lindeman

Meagher + Geer, P.L.L.P.

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Attorneys for Defendants

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**APPENDIX A
STATEMENT OF APOLOGY**

**Apology from the Board of Directors and Owners of Retsel Corporation, Connie Uhre, and
Nicholas Uhre Regarding the Grand Gateway Hotel and the Cheers Sports Lounge and
Casino**

We extend our sincere apology to all for the statements made by Connie Uhre on March 19-20, 2022, regarding Native Americans. Ms. Uhre's comments were not consistent with the values or policies of our company or of our businesses, the Grand Gateway Hotel and Cheers Sports Lounge. We deeply regret the pain or harm Ms. Uhre's statements have caused within our Native American community. We want to make clear that we welcome all Native Americans to the Grand Gateway Hotel and Cheers Sports Lounge.

In acknowledging that Ms. Uhre's comments were wrong, we also want to acknowledge the remarkable Native American families who live and work within our community. We treasure our many relationships with Tribal members over the years. And we know, based on those relationships, that the Native American community is made up of hardworking individuals who are dedicated to their families and their culture. We are privileged and fortunate to have many friends, employees, and neighbors who are Tribal members. The values of inclusivity, respect, and unity are shared, and we wish to assure our patrons that our businesses are committed to these values.

We have a deep history and relationship with the tribes and their members for over 45 years, and we look forward to continuing that relationship far into the future.

Sincerely,

Chad Uhre, Director and Owner

Josh Uhre, Director and Owner

Judd Uhre, Owner

Leslie Sherry, Director and Owner

Nicholas Uhre, Director, Owner, and Manager

Connie Uhre, Former President, former Director, former Owner

APPENDIX B
NATIVE AMERICAN ORGANIZATIONS TO WHICH STATEMENT OF APOLOGY
WILL BE DISTRIBUTED

I. Chairperson or president of each Tribe as follows:

a. **Sisseton**

Chairman J. Garrett Renville
P.O. Box 509
12554 BIA HWY 711
Agency Village, SD 57262
Email: chairman@swo-nsn.gov

b. **Flandreau**

President Anthony Reider
P.O. Box 283
Flandreau, SD 57028
Email: tony.reider@fsst.org

c. **Yankton**

Chairman Robert Flying Hawk
P.O. Box 1153
800 Main Ave SW
Wagner, SD 57380
Email: robertflyinghawk@gmail.com

d. **Standing Rock**

Chairwoman Janet Alkire
P.O. Box D
Bldg. #1 N Standing Rock Ave.
Fort Yates, ND 58538
Email: janet.alkire@standingrock.org

e. **Cheyenne River**

Chairman Ryman LeBeau
P.O. Box 590
Eagle Butte, SD 57625
Email: rymanlebeau@gmail.com

f. **Lower Brule**

Chairman Clyde Estes
187 Oyate Circle
Lower Brule, SD 57548
Email: clydeestes@hotmail.com

g. Crow Creek

Chairman Peter Lengkeek
P.O. Box 50
100 Drifting Goose St.
Fort Thompson, SD 57339
Email: peterlengkeek@yahoo.com

h. Rosebud

President Scott Herman
P.O. Box 430
11 Legion Ave.
Rosebud, SD, 57570
Email: Scott.Herman@rst-nsn.gov

i. Pine Ridge

President Frank Star Comes Out
P.O. Box 2070
Highway 18
Main St.
Pine Ridge, SD 57770
Email: fstarcomesout@oglala.org

2. Great Plains Tribal Chairmen's Association
3. South Dakota Department of Tribal Relations

APPENDIX C
PUBLICATIONS IN SOUTH DAKOTA WHERE STATEMENT OF APOLOGY WILL
BE SENT

1. Native Sun News
<https://www.nativesunnews.today/>
2. Lakota Times
<https://www.lakotatimes.com/>
3. West River Eagle
<https://www.westrivereagle.com/>
4. Bennett County Booster
<https://bennettcountyboostersd.com/>
5. Corson/Sioux County News-Messenger
macnews@westriv.com
605-823-4490
No Website
6. Moody County Enterprise
<https://moodycountyenterprise.com/>
7. Todd County Tribune
<http://www.trib-news.com>
8. Timber Lake Topic
<http://www.timberlakesouthdakota.com>
9. Rapid City Journal
<http://www.rapidcityjournal.com>
10. Sisseton Courier
<http://www.sissetoncourier.com>
11. Mellette County News
<http://www.mellettecountynews.com>
12. Yankton Daily Press & Dakotan
<https://www.yankton.net/>
13. Wagner Post
<http://pechouspub.com>

14. Mobridge Tribune
<http://www.mobridgetribune.com>

15. Indian Country Times
<http://www.ICTNews.org>

16. National Native News
<http://www.nativenews.net>

17. Argus Leader
<http://www.argusleader.com>

18. South Dakota Searchlight
<http://www.southdakotasearchlight.com>

19. The Dakota Scout
<http://www.thedakotascout.com>

APPENDIX D

NOTICE

THE GRAND GATEWAY HOTEL AND THE CHEERS SPORTS LOUNGE
AND CASINO ARE OPEN TO ALL MEMBERS OF THE PUBLIC
WITHOUT REGARD TO RACE, COLOR, OR NATIONAL ORIGIN

IF YOU FEEL YOU HAVE BEEN UNLAWFULLY DISCRIMINATED
AGAINST, YOU MAY TALK TO A MANAGER NOW, AND/OR YOU MAY
SUBMIT A WRITTEN COMPLAINT BY CONTACTING:

Grand Gateway Hotel
Discrimination Complaint Email address:
[designated email address and/or online reporting portal]

Independent Compliance Officer [Name]
[email address]

Copies of all written complaints submitted to the Grand Gateway Hotel or
Independent Compliance Officer [Name] will be provided to the United States
Department of Justice. You may also submit a written or verbal complaint directly
to:

United States Department of Justice
Housing and Civil Enforcement Section
Civil Rights Division
950 Pennsylvania Ave., NW-NWB
Washington, D.C. 20530

[phone number and email address]
fairhousing@usdoj.gov
<https://civilrights.justice.gov/report/>

**APPENDIX E
CERTIFICATION**

I understand that federal law guarantees that no person may be denied, on account of race, color, or national origin, the full use and enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of business establishments such as the Grand Gateway Hotel and Cheers Sports Lounge and Casino in Rapid City, South Dakota. With that understanding, I agree that I shall not discriminate in any manner on account of race, color, or national origin in the provision of goods and/or services on behalf of Grand Gateway Hotel and/or the Cheers Sports Lounge and Casino or any other place of public accommodation, and I declare that I will perform my duties in connection with these establishments in accordance with Title II. I understand that I may be fired or subject to other disciplinary action for violating these laws.

- I further certify that I have attended a 2-hour training on civil rights issues provided through my employment with Retsel Corporation.

Date

Signature

Printed Name