

*United States of America and Yuetrice Jackson, Tramyra Jackson, and Tia Jackson
v. VP2, LLC, JenMar Management, Inc., Jenny Meyer, and Pamela Sells, 17-cv-0693
(SRN/TNL)*

I. INTRODUCTION

1. This Settlement Agreement (“Agreement”) is made and entered between Plaintiff the United States of America (“the United States”), Plaintiff/Intervenors Yuetrice Jackson, Tramyra Jackson and Tia Jackson (“the Jackson Family”) and Defendants Jenny Meyer, Pamela Sells, VP2, LLC (“VP2”), and JenMar Management, Inc. (“JenMar”), through their authorized representatives. The Plaintiff, the Plaintiff/Intervenors and the Defendants are referred to herein as the “Parties.”

2. This Agreement resolves a Complaint filed by the United States on March 6, 2017, and a Complaint in Intervention filed by the Jackson Family on May 23, 2017, both against Defendants, alleging violations of the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.* See *United States and Yuetrice Jackson, et al. v. VP2, LLC, et al.*, 17-cv-0693 (SRN/TNL) (hereinafter the “Civil Action”).

3. In the Civil Action, the United States and the Plaintiff/Intervenors allege that Defendants discriminated against the Jackson Family on the basis of disability by denying Tramyra Jackson the reasonable accommodation of an assistance animal at the Value Place Extended Stay Hotel located at 3551 Commercial Drive SW, Rochester, MN 55902 (“the Subject Property”), in violation of the Fair Housing Act. The United States and the Plaintiff/Intervenors further allege that Defendants retaliated against the Jackson Family by interfering with their enjoyment of the subject property on account of their exercise of protected rights, in violation of the Fair Housing Act.

4. In response, VP2 and JenMar filed an answer to the United States' complaint on April 18, 2017, and an answer to the Complaint in Intervention on May 31, 2017. VP2 and JenMar denied the allegations of the United States' Complaint and the Complaint in Intervention, including all substantive allegations relating to disability discrimination against The Jackson Family. VP2 and JenMar also asserted their actions at all times complied with the law.

II. RECITALS

5. Defendant VP2 is a dissolved limited liability company in the state of Kansas that owned the Subject Property. Defendant JenMar is a for-profit Kansas corporation that handled the day-to-day management of the Subject Property during the relevant time period of the Civil Action. Defendant Jenny Meyer was a co-owner of JenMar and oversaw the management of the Subject Property. Defendant Pamela Sells was an employee of JenMar and the on-site manager of the Subject Property.

6. The United States alleges that Defendants engaged in housing practices that discriminated on the basis of disability and that constituted retaliation by:

- a. Requiring the Jackson Family to remove Tramyra Jackson's assistance animal from the Subject Property despite the recommendation of her health professionals;
- b. Terminating the Jackson Family's tenancy at the Subject Property in retaliation for their exercise of Tramyra Jackson's right to a reasonable accommodation in the form of a companion animal, in violation of 42 U.S.C. § 3617.

7. The United States alleges that, through this conduct, Defendants have:

- a. Violated 42 U.S.C. § 3604(f)(1) by denying the Jackson Family the opportunity to renew their stay at the subject property because of Tramyra Jackson's disabilities;
- b. Violated 42 U.S.C. § 3604(f)(2) by discriminating against the Jackson Family in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith because of Tramyra Jackson's disabilities; and
- c. Violated 42 U.S.C. § 3617 by coercing, intimidating, threatening, interfering with or retaliating against the Jackson Family in connection with their exercise or enjoyment of rights granted or protected by the Fair Housing Act.

8. Nothing in this Agreement shall be construed as a finding of fault or admission of liability on the part of Defendants.

9. The United States, the Plaintiff/Intervenors and the Defendants have agreed that the claims against Defendants should be resolved without a trial. In consideration of the mutual promises and obligations set forth below, the Parties agree and covenant to following material terms and conditions.

III. STATEMENT OF CONSIDERATION

10. In consideration of, and consistent with, the terms of this Agreement, the Parties will move jointly for dismissal of the Civil Action, as set forth in Section VI, Paragraph 37. The parties agree and acknowledge that this consideration is adequate and sufficient.

IV. TERMS AND CONDITIONS

A. Monetary Relief to Aggrieved Persons

11. Within fourteen days of this Settlement Agreement, the Defendants shall pay the total sum of eleven thousand dollars (\$11,000) for the purpose of compensating the Plaintiff/Intervenors Yuetrice Jackson, Tramyra Jackson, and Tia Jackson. Payment shall be made in the form of a cashier's check made payable to Yuetrice, Tramyra and Tia Jackson. The Defendants shall deliver this payment by certified mail to Bahram Samie, Assistant United States Attorney, United States Attorney's Office, 600 U.S. Courthouse, 300 South Fourth Street, Minneapolis, MN 55415, who shall then deliver the payment to counsel for Plaintiff/Intervenors, subject to paragraph 12.

12. As a prerequisite to receiving such payment, the Plaintiff/Intervenors Yuetrice Jackson, Tramyra Jackson and Tia Jackson shall each execute a full and final release of all claims, legal or equitable, that they may have against the Defendants relating to the claims asserted in this lawsuit. Such release shall take the form of **Attachment B**. Counsel for the Plaintiff/Intervenors shall deliver the original release form to counsel for the Defendants.

B. Prohibited Conduct

13. As part of this Agreement, Defendants, their officers, agents, employees, and all other persons or entities in active concert or participation with them, agree to refrain, with respect to the rental of dwellings owned or managed by them, from:

- a. Refusing to rent after the making of a bona fide offer, or refusing to negotiate for the rental of, or otherwise making unavailable or denying, a dwelling to any person because of disability in violation of 42 U.S.C. § 3604(f)(1)(A);

b. Discriminating against persons in the terms, conditions, or privileges of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability, in violation of 42 U.S.C. § 3604(f)(2)(A);

c. Refusing to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B); and

d. 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 any right granted by the Fair Housing Act, in violation of 42 U.S.C. § 3617.

C. Notice to the United States

14. Defendants represent to the United States the following.

a. Defendant VP2, LLC has never owned a dwelling or public accommodation in the United States other than the Subject Property. On September 15, 2014, Defendant VP2, LLC sold the Subject Property in an arms' length transaction. As a result, VP2, LLC does not presently and has no future plans to own, operate, or manage any dwelling or public accommodation in the United States. Moreover, on June 17, 2016, VP2 filed a notice of dissolution in the state of Kansas and is no longer an active entity.

b. After the sale of the Subject Property noted in Paragraph 14(a), Defendant JenMar has not provided management services at the Subject Property, nor does JenMar maintain a continuing relationship with VP2, LLC.

c. After the sale of the Subject Property noted in Paragraph 14(a), Defendants Jenny Meyer and Pamela Sells no longer play a role in the management of the Subject Property, nor do they maintain a continuing relationship with VP2, LLC. Defendant Pamela Sells further represents to the United States that she is not managing and does not plan to manage any dwelling, as defined under the Fair Housing Act, or public accommodation, as defined by the Americans with Disabilities Act.

15. Pursuant to the representations made to the United States in Paragraph 14 above,

a. Defendant VP2, LLC must notify the United States within ten (10) days of obtaining an ownership interest in or managing any dwelling, as defined under the Fair Housing Act, or public accommodation, as defined by the Americans with Disabilities Act, within the United States after the date of this Settlement Agreement.

b. Defendants JenMar, Meyer and Sells must notify the United States within ten (10) days of providing management services to any VP2, LLC owned property as of the date of this Settlement Agreement. Defendant Sells must further notify the United States within ten (10) days of providing management services to any dwelling, as defined under the Fair Housing Act, or public accommodation, as defined by the Americans with Disabilities Act.

D. Policy Concerning Requests for Assistance Animals

16. No later than thirty (30) days after the date of notice provided to the United States, as set forth in Paragraph 15 of this Settlement Agreement, a Defendant who provides such notice shall adopt the reasonable accommodation policy (“the New

Policy”) set forth in **Attachment A** for implementation at dwellings owned or managed by that Defendant.

17. The New Policy, once adopted, shall supersede all existing policies, procedures, and resolutions concerning or affecting approval of reasonable accommodations at dwellings owned or managed by Defendants.

18. Within forty-five (45) days after the date of notice provided to the United States, as set forth in Paragraph 15 of this Settlement Agreement, a Defendant who provides such notice shall notify in writing each resident of dwellings owned or managed by that Defendant of the adoption and implementation of the New Policy. Notice shall be sent via first-class mail, postage prepaid, to each tenant of the property.

19. No later than fourteen (14) days after adoption of the New Policy, if required by Paragraph 16, the Defendant shall apprise each of their employees, agents, and any other persons responsible for the rental of units at a dwelling owned or managed by them of each person’s obligations under this Agreement, including but not limited to the New Policy, and under the Fair Housing Act, 42 U.S.C. §§ 3601-3631. The Defendant shall furnish each such employee, agent, or other person with a copy of this Agreement. Each employee, agent or other person covered by this paragraph shall sign a statement in the form of **Attachment C** acknowledging that he or she has received, read and understands the Agreement, and declaring that he or she will perform his or her duties in accordance with the Agreement and the Fair Housing Act, 42 U.S.C. §§ 3601-3631.

20. After the adoption of the New Policy, if required by Paragraph 16, and during the term of this Agreement, new employees, or agents who have responsibility

related to the management of or rental of units at dwellings owned or managed by Defendants shall be (a) apprised of the contents of this Agreement, including but not limited to the New Policy, and of their obligations under the Fair Housing Act, 42 U.S.C. §§ 3601-3631, when their term, employment, or agency commences; (b) provided copies of this Agreement and the New Policy, and (c) execute the statement contained in **Attachment C** no later than five (5) days following their first day of employment.

E. Fair Housing Poster and Advertising

21. No later than thirty (30) days after the date of notice provided to the United States, as set forth in Paragraph 15 of this Settlement Agreement, a Defendant who provides such notice shall post and prominently display in each and every location where activity related to the management or rental of its dwellings occurs, a poster no smaller than 11 inches by 14 inches that indicates that all dwellings are available for rent on a nondiscriminatory basis. The poster shall comply with the requirements set out in 24 C.F.R. Part 110.

22. No later than thirty (30) days after the date of notice provided to the United States, as set forth in Paragraph 15 of this Settlement Agreement, a Defendant providing such notice shall, in all advertising related to the subject property in the Internet, newspapers, telephone directories, radio, or other media, and on all signs, pamphlets, brochures, and other promotional literature, include the words "Equal Housing Opportunity," the fair housing logo, and/or the following sentence:

"We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability."

The words or logo shall be prominently placed and easily legible.

F. Mandatory Training

23. Within sixty (60) days of the entry of this Settlement Agreement, Jenny Meyer and all employees of JenMar Management, Inc. shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of disability. The training shall be conducted by an independent, qualified third party, approved in advance by the United States, and any expenses associated with this training shall be borne by the Defendants. Jenny Meyer and the employees of JenMar Management, Inc. shall obtain from the trainer certifications of attendance, executed by each individual who received the training, confirming his/her attendance, in a form acceptable to the United States. This confirmation shall include the name of the course, the date the course was taken, the length of the course, and/or the time within which the course was completed.

24. Within sixty (60) days of the date of notice provided by Pamela Sells to the United States, as set forth in Paragraph 15 of this Settlement Agreement, Pamela Sells shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of disability. The training shall be conducted by an independent, qualified third party, approved in advance by the United States, and any expenses associated with this training shall be borne by the Defendants. Pamela Sells shall obtain from the trainer certifications of attendance, executed by her, confirming her attendance, in a form acceptable to the United States. This confirmation shall include the name of the course, the date the course was taken, the length of the course, and/or the time within which the course was completed.

G. Reporting Requirements

25. During the period in which this Settlement Agreement is in effect, and after the date of notice provided to the United States, as set forth in Paragraph 15 of this Settlement Agreement, a Defendant providing such notice shall notify counsel for the United States¹ in writing within fifteen (15) days of receipt of any written or oral complaint against the Defendant or Defendant's officers regarding disability discrimination in housing. If the complaint is written, the Defendant 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. The Defendant shall also promptly provide the United States all information it may request concerning any such complaint and shall inform the United States within fifteen (15) days of any resolution of such complaint.

26. During the period in which this Agreement is in effect, Defendants shall preserve all records that are the source of, contain, or relate to any of the information pertinent to their obligations under this Agreement. Upon reasonable notice to counsel for Defendants, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, Defendants shall provide copies of such documents.

¹ All documents or other communications required by this Order to be sent to the counsel for the United States shall be addressed as follows: Bahram Samic, Assistant United States Attorney, United States Attorney's Office, 600 U.S. Courthouse, 300 South Fourth Street, Minneapolis, MN 55415.

H. Letter of Apology

27. Within fourteen days of this Settlement Agreement, the Defendants shall provide a written letter of apology to Plaintiff/Intervenors that is mutually agreeable to Defendants and Plaintiff/Intervenors.

I. Implementation and Enforcement

28. The United States may review compliance with this Agreement at any time. Defendants agree to cooperate with the United States in any review of compliance with this Agreement. Upon reasonable notice, Defendants shall permit counsel for the United States to inspect and copy all non-privileged records pertinent to this Agreement.

29. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating any court action. If the United States believes that there has been a failure by the Defendants to perform in a timely manner any act required by this Agreement, or otherwise to act in conformance with any provision thereof, whether intentionally or not, the United States will notify Defendants in writing of its concerns and the Parties will attempt to resolve those concerns in good faith. Defendants shall have fifteen (15) days from the date the United States provides notification of any breach of this Agreement to cure the breach.

30. If the Parties are unable to reach a resolution within 15 days, the United States may, until the Civil Action is dismissed, seek appropriate relief before the Court in the Civil Action. After the Civil Action is dismissed, the United States may bring a civil action for breach of this Agreement or any provision thereof, in the United States

District Court for the District of Minnesota. The United States may in such action seek to have the Court impose any remedy authorized at law or equity. This Court shall serve as the exclusive jurisdiction and venue for any dispute concerning this Agreement. The Parties consent to and agree not to contest the jurisdiction of this Court. The Parties further acknowledge that venue in this Court is appropriate and agree not to raise any challenge on this basis.

31. In the event the United States files a civil action as contemplated by paragraph 30, above, to remedy breach of this Agreement, the United States may seek, in addition to any remedy available under law or equity, an injunction mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief would be adequate. The United States may also seek from the Court an award of reasonable attorneys' fees and costs incurred in bringing an action to remedy breach of this Agreement. If such a civil action is filed, Defendants expressly agree not to count the time during which this Agreement is in place, or use the terms or existence of this Agreement, to plead, argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

32. Failure by the United States to enforce any provision of this Agreement shall not operate as a waiver of the United States' right or ability to enforce any other provision of this Agreement.

33. The parties agree that in the event Defendants engage in any future violation of the Fair Housing Act, such violation will constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d).

V. TERMINATION OF LITIGATION HOLD

34. The Parties agree that, as of the date of the dismissal of the Civil Action, litigation is not “reasonably foreseeable” concerning the matters described above or in the United States’ Complaint. To the extent that any Party previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described above, the Party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any Party of any other obligations imposed by this Agreement.

VI. DURATION, EXECUTION, AND OTHER TERMS

35. This Agreement is effective on the date of signature of the last signatory to the Agreement. The Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one Agreement. Facsimiles of signatures, including those transmitted electronically via PDF, shall constitute acceptable, binding signatures for purposes of this Agreement.

36. The duration of this Agreement shall be for a period of four (4) years from the date of execution.

37. Upon Defendants’ completion of performance of the obligations set forth in Paragraph 11 above, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

38. Each Party shall bear its own legal and other costs incurred in connection with this litigation, including the preparation and performance of this Agreement.

39. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

40. This Agreement constitutes the complete agreement among the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provision herein or in any other proceeding. Any modification must be in writing and signed by the parties through their authorized representatives.

41. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

42. This Agreement is binding on the Parties and their transferees, heirs, and assigns.

43. This Agreement is governed by and shall be interpreted under the laws of the United States. For purposes of construing or interpreting this Agreement, it shall be deemed to have been drafted by all Parties and shall not be construed or interpreted against any Party for that reason in any subsequent dispute.

44. Except where this Agreement expressly conditions or predicates performance of a duty or obligation upon the performance of a duty or obligation by another party, the performance of one party's duties or obligations under this Agreement shall not be discharged or excused by the actual or alleged breach of the duties and obligations by another party.

45. This Agreement is a public document. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

46. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions

shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. The Parties agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is illegal or invalid.

[SIGNATURE PAGE TO FOLLOW]

ON BEHALF OF THE UNITED STATES OF AMERICA:

GREGORY G. BROOKER
Acting United States Attorney



Dated: 9/28/17

By: BAHRAM SAMIE (#392645)
Assistant United States Attorneys
600 U.S. Courthouse
300 South Fourth Street
Minneapolis, MN 55419
Tel: (612) 664-5671
Fax: (612) 664-5788
E-mail: bahram.samie@usdoj.gov

ON BEHALF OF YUETRICE JACKSON, TRAMYRA JACKSON, AND TIA JACKSON

SOUTHERN MINNESOTA REGIONAL
LEGAL SERVICES



Dated: 9-8-17

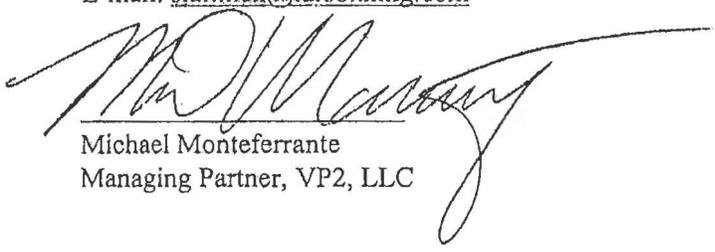
Heather Meyers (#390061)
55 East Fifth Street, Suite 400
Saint Paul, MN 55101
Phone (651) 222-5863
E-mail: heather.meyers@smrls.org

ON BEHALF OF DEFENDANTS VP2, LLC, JENMAR MANAGEMENT INC., JENNY MEYER AND PAMELA SELLS

LARSON KING, LLP


Stephen P. Laitinen (#239446)
2800 Wells Fargo Place
30 East Seventh Street
St. Paul, MN 55101
Tel: (651) 312-6500
E-mail: slaitinen@lursonking.com

Dated: 9/25/17


Michael Monteferrante
Managing Partner, VP2, LLC

Dated: 9/22/17

Mark Caney
Shareholder, JenMar Management, Inc.

Dated: _____

Jenny Meyer

Dated: _____

Pamela Sells

Dated: _____

ON BEHALF OF DEFENDANTS VP2, LLC, JENMAR MANAGEMENT INC., JENNY MEYER AND PAMELA SELLS

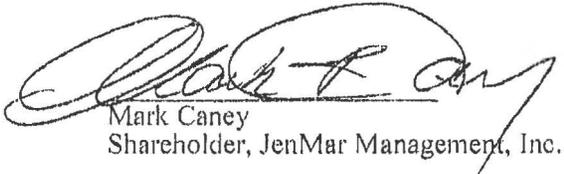
LARSON KING, LLP

Stephen P. Laitinen (#239446)
2800 Wells Fargo Place
30 East Seventh Street
St. Paul, MN 55101
Tel: (651) 312-6500
E-mail: slaitinen@larsonking.com

Dated: _____

Michael Monteferrante
Managing Partner, VP2, LLC

Dated: _____



Mark Caney
Shareholder, JenMar Management, Inc.

Dated: 9/11/2017

Jenny Meyer

Dated: _____

Pamela Sells

Dated: _____

ON BEHALF OF DEFENDANTS VP2, LLC, JENMAR MANAGEMENT INC., JENNY MEYER AND PAMELA SELLS

LARSON KING, LLP

Stephen P. Laitinen (#239446)
2800 Wells Fargo Place
30 East Seventh Street
St. Paul, MN 55101
Tel: (651) 312-6500
E-mail: slaitinen@larsonking.com

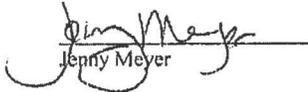
Dated: _____

Michael Monteferrante
Managing Partner, VP2, LLC

Dated: _____

Mark Caney
Shareholder, JenMar Management, Inc.

Dated: _____



Jenny Meyer

Dated: 9/11/17

Pamela Sells

Dated: _____

ON BEHALF OF DEFENDANTS VP2, LLC, JENMAR MANAGEMENT INC., JENNY MEYER AND PAMELA SELLS

LARSON KING, LLP

Stephen P. Laitinen (#239446)
2800 Wells Fargo Place
30 East Seventh Street
St. Paul, MN 55101
Tel: (651) 312-6500
E-mail: slaitinen@larsonking.com

Dated: _____

Michael Monteferrante
Managing Partner, VP2, LLC

Dated: _____

Mark Caney
Shareholder, JenMar Management, Inc.

Dated: _____

Jenny Meyer

Dated: _____



Pamela Sells

Dated: 9-27-17