

**SETTLEMENT AGREEMENT BETWEEN UNITED STATES OF AMERICA AND
CALVIN L. SALEM AND ALICE B. SALEM FAMILY TRUST AND CALVIN L.
SALEM, INDIVIDUALLY AND AS TRUSTEE OF THE CALVIN L. SALEM AND
ALICE B. SALEM FAMILY TRUST**

I. INTRODUCTION

1. This Settlement Agreement (“Agreement”) is made and entered between Plaintiff, the United States of America (“the United States”) and Defendants Calvin L. Salem and Alice B. Salem Family Trust and Calvin L. Salem, Individually and as Trustee of the Calvin L. Salem and Alice B. Salem Family Trust (“Defendants”), through undersigned counsel. Together, the United States and Defendants are referred to herein as “the Parties.”

2. This Agreement resolves a Complaint filed by the United States on August 28, 2015, on behalf of Daniel Loring, to enforce the provisions of Title VIII of the Civil Rights Act of 1968 (“the Fair Housing Act”), as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 to 3631, Civil No. 4:15-cv-04137-KES (hereinafter, the “Civil Action”).

3. In its Complaint, the United States alleges that Defendants discriminated against Mr. Loring on the basis of disability in violation of 42 U.S.C. §§ 3604(c), 3604(f)(1), and 3604(f)(2), and interfered with Mr. Loring’s ability to rent a subsequent apartment on account of Mr. Loring’s engagement in a protected activity, in violation of 42 U.S.C. § 3617. Specifically, the United States alleges that Mr. Loring, after fracturing his left tibia and becoming reliant on the use of a wheelchair, was told by Defendant Salem that he could not return to his apartment while using a wheelchair, as the wheelchair would cause damage to the apartment’s carpet. The United States further alleges that Defendant Salem eventually evicted Mr. Loring and later provided a negative reference regarding Mr. Loring to a subsequent, potential landlord. As a result of Defendant Salem’s alleged actions, Mr. Loring has been forced to reside at motels and various other temporary housing arrangements since April 2014.

4. In Answer to the Complaint, Defendants deny any discrimination against Mr. Loring on the basis of disability and further deny any interference with Mr. Loring's ability to rent a subsequent apartment. Specifically, Defendant Salem alleges he told Mr. Loring that he would remove the carpets in the apartment while Mr. Loring was using a wheelchair. Defendant Salem denies beginning eviction proceedings against Mr. Loring based on any discriminatory purpose. Rather, Defendant Salem asserts that eviction proceedings were initiated because Mr. Loring violated the terms and conditions of the lease which jeopardized the safety of the other elderly tenants in the building by providing his keys to and allowing unauthorized and unknown persons to enter and stay in his apartment without prior knowledge or permission of Defendants. Defendant Salem further denies that a truthful reference solicited by a prospective landlord constitutes interference with Mr. Loring's ability to secure housing. Lastly, Defendants dispute that Mr. Loring sustained damages.

II. RECITALS

5. The Parties agree that, to avoid costly and protracted litigation, the claims against Defendants should be resolved without further proceedings or a trial. This Agreement resolves the United States' claims against the Defendants.

6. This Agreement is neither an admission of liability by Defendants nor a concession by the United States that its claims are not well founded.

III. STATEMENT OF CONSIDERATION

7. In consideration of, and consistent with, the terms of this Agreement, the Parties will move jointly for dismissal with prejudice of the lawsuit entitled *United States v. Calvin L. Salem and Alice B. Salem Family Trust and Calvin L. Salem, Individually and as Trustee of the Calvin L. Salem and Alice B. Salem Family Trust, No. 4:15-cv-04137-KES*, as set forth in Section

V, Paragraph 14. Now, therefore, in consideration of the promises set forth below, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

IV. TERMS AND CONDITIONS

A. MONETARY SETTLEMENT

8. No later than 10 days after the date of execution of this Agreement, Defendants shall pay the sum of twenty thousand dollars (\$20,000) to Daniel Loring by delivering one check to the United States, payable to Daniel Loring. This settlement is not to be construed as an admission of liability on the part of Defendants, by whom liability is expressly denied.

9. As a prerequisite to receiving such payment, Mr. Loring shall execute and deliver to counsel for Defendants a release of all claims, legal or equitable, that he may have against Defendants relating to the claims asserted in this lawsuit. Such release shall take the form of Attachment A. The United States shall deliver the original release form to counsel for Defendants.

B. COMPLIANCE WITH THE FAIR HOUSING ACT

10. 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 comply with the following provisions of the Fair Housing Act, with respect to the rental of dwellings owned or managed by them to persons with disabilities: 42 U.S.C. § 3604(c); 42 U.S.C. § 3604(f)(1); 42 U.S.C. § 3604(f)(2); and 42 U.S.C. § 3617.

11. Defendants represent that Alice B. Salem is deceased; Calvin Salem is 92 years of age and residing in an assisted living facility; the real property to which the Fair Housing Act was applicable has been sold; Defendants are no longer in the business of owning or managing residential property to which the Fair Housing Act applies; and Defendants have no intention of

returning to the business of owning or managing residential property to which the Fair Housing Act applies.

C. TERMINATION OF LITIGATION HOLD

12. The Parties agree that, as of the date of the dismissal of the present 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.

V. EXECUTION AND OTHER TERMS

13. 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 shall constitute acceptable, binding signatures for purposes of this Agreement.

14. Upon Defendants’ completion of performance of the obligations set forth in Paragraph 7, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal with Prejudice of the Civil Action pursuant to Rule 41(a)(1).

15. Each party shall bear its own attorneys’ fees, costs, and disbursements in connection with this litigation including the preparation, performance, and execution of this agreement.

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

17. 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. This Agreement may not be amended except by written consent of all of the Parties.

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

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

20. 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.

21. 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.

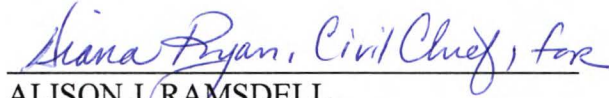
22. This Agreement is a public document. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

23. 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.

24. This Agreement may be executed in counterparts as if executed by the parties on the same document.

ON BEHALF OF THE UNITED STATES OF AMERICA:

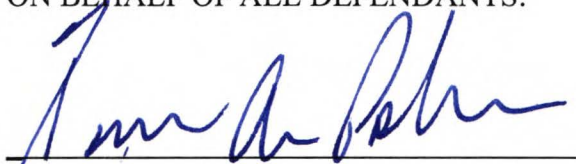
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Dated: 11-23-17

ON BEHALF OF ALL DEFENDANTS:



DAVID ALAN PALMER
427 North Minnesota Avenue, Suite 103
Sioux Falls, SD 57104
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Dpalmer@davidpalmerlaw.com

Dated: November 22, 2017

ATTACHMENT A
Release

In consideration of the Settlement Agreement entered in *United States v. Calvin L. Salem and Alice B. Salem Family Trust and Calvin L. Salem, Individually and as Trustee of the Calvin L. Salem and Alice B. Salem Family Trust, No. 4:15-cv-04137-KES* and the payment of \$20,000 to me pursuant to that Agreement, I, Daniel Loring, hereby release, remise and forever discharge Defendants named in this action (Civil Action No. 4:15-cv-04137-KES) their successors and assigns, and any person known or unknown, including but not limited to Defendants' respective agents, members, governors, representatives, shareholders, employees, owners, officers, insurers, attorneys, and any related companies, members, officers, owners and directors from any and all liability for any claims, demands, actions, damages indebtedness whatsoever, legal or equitable, I may have against them arising out of the issues and facts alleged in this action as of the date I sign this Release. I fully acknowledge and agree that this Release shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understood this release and have executed it voluntarily and with full knowledge of its legal consequences.

Dated: _____

11/23/2017



Daniel Loring