

**SETTLEMENT AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND FAIRFAX MANOR GROUP, LLC, CANNON, AUSTIN, & CANNON, INC.,
NELSON CANNON, AND SAM KRAKER RESOLVING *UNITED STATES V. FAIRFAX
MANOR GROUP, LLC, et al.*, 2:17-cv-02751 (W.D. Tenn.)**

I. INTRODUCTION

1. This Settlement Agreement (“Agreement”) is made and entered into by and between the United States of America, through the U.S. Department of Justice (“the United States”), and Fairfax Manor Group, LLC, Cannon, Austin & Cannon, Inc., Nelson Cannon, and Sam Kraker (“Defendants”), through their authorized representatives. Plaintiff and Defendants are referred to collectively as “the Parties.”

II. RECITALS

2. This Agreement resolves a Complaint filed by the United States on October 12, 2017, captioned *United States v. Fairfax Manor Group, LLC d/b/a Fairfax Manor Townhomes, Cannon, Austin & Cannon, Inc., Nelson Cannon, and Sam Kraker* (W.D. Tenn.), 2:17-cv-02751 (the “Civil Action”), to enforce Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act), 42 U.S.C. §§ 3601-3631. In that Civil Action, the United States brought suit on behalf of Marcie and Gary Grossberg pursuant to 42 U.S.C. § 3612(o).

3. At all times relevant to the Complaint and at present Defendant Fairfax Manor Group, LLC, d/b/a Fairfax Manor Townhomes is an active limited liability company in Tennessee with its principal address at 6685 Popular Avenue, Suite 200, in Germantown, Tennessee. Fairfax Manor Group, LLC owns the subject property, a gated community of 134 apartments, located at 1875 Camberley Circle in Memphis, Tennessee. The subject property is as dwelling as defined by 42 U.S.C. § 3602(b).

4. At all times relevant to the Complaint and at present, Defendant Cannon, Austin

& Cannon, Inc. (“CAC”) is a for-profit corporation with its principal address at 6685 Popular Avenue, Suite 200, in Germantown, Tennessee. CAC is the property management company that manages the subject property.

5. At all times relevant to the Complaint and at present, Defendant Nelson Cannon managed CAC and oversaw the on-site property manager, Defendant Sam Kraker. Defendant Sam Kraker was the on-site property manager and Mr. Kraker, as an agent for CAC, accepted rental applications, negotiated leases, collected rent, communicated with tenants, and arranged for maintenance of the subject property.

6. Marcie and Gary Grossberg filed a timely complaint with the U.S. Department of Housing and Urban Development (“HUD”) on June 24, 2013. Pursuant to 42 U.S.C. §§ 3610(a) and (b), HUD conducted and completed an investigation of the complaint, attempted conciliation without success, and prepared a final investigative report. HUD determined, pursuant to 42 U.S.C. § 3610(g)(1), that based on information gathered in the investigation, reasonable cause existed to believe that Defendants had engaged in illegal discriminatory housing practices. HUD issued a Charge of Discrimination pursuant to 42 U.S.C. § 3610(g)(2)(A), charging Defendants with violations of 42 U.S.C. §§ 3604(f)(2), (f)(3)(A) and (B), and 3617.

7. On September 12, 2017, Defendants elected to have the charge resolved in a federal civil action pursuant to 42 U.S.C. § 3612(a). On September 13, 2017, an Administrative Law Judge issued a Notice of Election to Proceed in United States Federal District Court and terminated the administrative proceeding. Following this Notice of Election, the Secretary of HUD authorized the Attorney General to commence this civil action pursuant to 42 U.S.C. § 3612(o).

8. The United States' Complaint alleges that Defendants engaged in the following discriminatory housing practices because of disability¹ and retaliatory conduct:
- a. From 2011 to 2013, Defendants denied Marcie and Gary Grossberg's requests for a reasonable modification to remove a concrete parking bumper;
 - b. From 2011 to 2013, Defendants denied Marcie and Gary Grossberg's requests for a reasonable accommodation of assigned parking spaces;
 - c. After Mr. Grossberg requested in writing a reasonable modification of removing the concrete parking bumper and a reasonable accommodation of the assigned parking spaces, Defendants issued a notice to vacate the subject property;
 - d. After the Grossbergs filed fair housing complaints with the Tennessee Human Rights Commission and HUD, Defendants returned the Grossbergs' rental payment for July 2013 and filed an eviction action.
9. The United States alleges that through this conduct, Defendants have:
- a. Discriminated in the terms, conditions or privileges of the rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of disability, in violation of 42 U.S.C. § 3604(f)(2);
 - b. Refused to permit an individual with a disability, at his or her own expense, to make reasonable modifications to existing premises, when such modifications may be necessary to afford that person full enjoyment of the premises, in violation of 42 U.S.C. § 3604(f)(3)(A);
 - c. Refused to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford an individual

¹ The term "disability" is synonymous with the term "handicap" as defined in 42 U.S.C. § 3602(h). The United States uses the term "disability."

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. Coerced, intimidated, threatened, or interfered with a 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 by any other person in the exercise or enjoyment of, rights granted or protected by section 804 of the Fair Housing Act, in violation of 42 U.S.C. § 3617.

10. The United States alleges that Marcie and Gary Grossberg were injured by Defendants' conduct. Marcie and Gary Grossberg are "aggrieved persons" as defined in 42 U.S.C. § 3602(i), and have suffered damages.

11. The United States alleges that Defendants' conduct was intentional, willful, and taken in disregard for the rights of Marcie and Gary Grossberg.

12. Defendants deny all the aforementioned allegations, and further deny any allegations of wrongdoing as they relate to any actions or inactions concerning Marcie and Gary Grossberg.

13. The Parties stipulate that this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3612(o).

III. STATEMENT OF CONSIDERATION

14. The Parties agree that the claims against Defendants should be resolved without further proceedings or a trial. Therefore, the United States and Defendants agree to the entry of this Agreement. This Agreement constitutes full resolution of the claims in the United States' Complaint in this case against Defendants.

15. In consideration of, and consistent with, the terms of this Agreement, the Parties

will move jointly for dismissal of the Civil Action, consistent with the terms set forth in Section V of this Agreement. The Parties agree and acknowledge that this consideration is adequate and sufficient.

THEREFORE, the Parties, through their authorized representatives, hereby stipulate and agree as follows:

IV. TERMS AND CONDITIONS

A. Monetary Damages for Marcie and Gary Grossberg

16. Within 30 days after the effective date of this Agreement, Defendants shall pay a total sum of \$52,500.00 to Marcie and Gary Grossberg for monetary damages² and attorney's fees.³ Defendants shall send notice by electronic mail to counsel for the United States that Defendants have made payment and delivered the checks. Upon receipt of the check for the Grossbergs, the United States shall deliver the signed releases in the form of **Appendix A** to counsel for Defendants by first class mail and electronic mail.

B. Prohibited Conduct and Affirmative Obligations

17. Defendants, their officers, employees, agents, successors and assigns, and all other persons or entities in active concert or participation with Defendants, shall not:

- a. Discriminate against any person in the terms, conditions or privileges of renting a dwelling unit, or in the provision of services or facilities in connection therewith, because of disability, in violation of 42 U.S.C. § 3604(f)(2);

² Defendants shall make payment of a check to Marcie and Gary Grossberg for \$49,000, and shall hand-deliver or send it by overnight mail to Assistant U.S. Attorney David Brackstone, U.S. Attorney's Office of the Western District of Tennessee, 167 N. Main Street, Suite 800, Memphis, TN 38103.

³ Defendants shall make payment of a check to the Grossbergs' attorney, Webb Brewer, for \$3,500, and shall hand-deliver or send it by overnight mail to the Law Offices of Webb A. Brewer, PLC, 1755 Kirby Parkway, Suite 110, Memphis, TN 38120.

- b. Refuse to permit an individual with a disability, at his or her own expense, to make reasonable modifications to existing premises, when such modifications may be necessary to afford that person full enjoyment of the premises, in violation of 42 U.S.C. § 3604(f)(3)(A);
 - c. Refuse to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford an individual 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. Coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided and encouraged any other person in the exercise or enjoyment of, any right granted by section 804 of the Fair Housing Act, in violation of 42 U.S.C. § 3617.
18. The provisions of this Section shall apply to the subject property and all dwellings in which any Defendant has or acquires a direct or indirect ownership, management or other financial interest.

C. Non-Discrimination Policy and Notice to Public

19. Within 30 days of the effective date of this Agreement, Defendants shall take the following steps to notify the public that they have a non-discrimination policy.
- Defendants shall:

- a. Post an “Equal Housing Opportunity” sign in any rental or property management office through which the current or future properties are rented, which indicates that all apartments are available for rent on a nondiscriminatory basis. An 11-

inch-by-14-inch poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. Such poster shall be placed in a prominent, well-lit location in which it is easily readable. The Defendant may use HUD Form 928, copies of which are available free of charge by calling HUD directly at 800-669-9777 or online at <https://portal.hud.gov/hudportal/documents/huddoc?id=928.1.pdf>.

- b. Require that all advertising conducted for any of the current or future properties in newspapers, telephone directories, radio, television, website, or other media, and all billboards, signs (including at the entrance to the property), pamphlets, brochures, and other promotional literature, include either a fair housing logo, the words “equal housing opportunity provider,” 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 should be legible and prominently placed.

- c. Include the following phrase in all rental application(s) and all rental agreement(s) used in the future for rental dwellings at the subject property and other properties owned or managed by Defendants in boldface type, using letters of equal or greater size to those of the text of the body of the document:

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

D. Reasonable Modification and Reasonable Accommodation Policy

20. Defendants shall adopt the Reasonable Modification and Reasonable Accommodation Policy (“the Policy”) set forth in **Appendix B** to this Agreement. The effective date of the adoption will be the day of execution of this Agreement.

21. No later than 30 days after execution of this Agreement, Defendants shall provide each employee, agent, or person responsible for the rental or management of the units owned and or managed by Defendants with a copy of the Policy. Each employee, agent, or other person covered by this paragraph shall sign a statement in the form of **Appendix C** acknowledging that he or she has received, read, and understands this Agreement and declaring that he or she will perform her duties in accordance with this Agreement and the Policy.

22. All new agents or employees responsible for renting, managing, and or operating dwelling units at the subject property must receive a copy of the Policy, described in Paragraph 19, within 10 days of beginning their employment or agency and shall sign a statement in the form of **Appendix C** acknowledging receipt of the Policy.

23. No later than 30 days after the effective date of this Agreement, Defendants shall provide all tenants of the subject property a copy of the Policy. Defendants shall ask that each tenant sign a statement in the form of **Appendix D** acknowledging receipt of the Policy.

24. Defendants shall provide a copy of the Policy to each applicant when he or she applies to rent a dwelling unit at the subject property. Defendants shall ask that each applicant sign a statement in the form of **Appendix D** acknowledging receipt of the Policy.

E. Mandatory Training

25. Within 90 days after the effective date of this Agreement, Defendants and any individual who works for Defendants performing rental, management, and administrative duties with respect to the rental of housing owned and or managed by any Defendant shall attend an educational program offering instruction regarding their obligations under this Agreement and the Fair Housing Act. Defendants shall pay the cost of this educational program. The United States shall review and approve the content and form of the program. The trainer or training

entity shall be qualified to perform such training, independent of Defendants and their counsel, and approved in advance by the United States.

26. Within 10 days of completing the educational program described in Paragraph 25, each individual shall certify that he or she has participated in the educational training program, and understands and acknowledges her or her duties and responsibilities under this Agreement and the Fair Housing Act by completing an acknowledgement in the form of **Appendix E** to this Agreement.

27. All new employees and agents responsible for renting, managing, and or operating dwelling units at the subject property must receive the fair housing training, described in Paragraph 25, within 60 days of beginning their employment or agency, and shall complete an acknowledgment in the form of **Appendix E**.

F. Compliance Testing

28. The United States may take steps to monitor Defendants' compliance with this Agreement including, but not limited to, conducting fair housing testing at any offices or locations at which Defendants conduct rental activities.

G. Reporting and Document Retention Requirements

29. Defendants shall, no later than 15 days after occurrence, provide to the United States notification and documentation of the following events:⁴

⁴ All reporting correspondence under the provisions of this Settlement Agreement shall be sent to the U.S. Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, ATTN: DJ# 175-72-141, at the following addresses:

First class mail: 950 Pennsylvania Avenue, N.W. – G Street
Washington, D.C. 20530

Overnight mail: 1800 G Street, N.W., Suite 7002
Washington, D.C. 20006

- a. Any changes to the Reasonable Modification and Reasonable Accommodation Policy discussed in Section IV, Subsection D, above; and
 - b. Any written or oral complaint against any Defendant(s), agents, or employees regarding discrimination in housing. If the complaint is written, Defendants 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. Defendants shall also promptly provide the United States with all information it may request concerning any such complaint and shall inform the United States within 15 days of the substance of any resolution of the complaint.
30. Within 30 days of the effective date of this Agreement, and thereafter on the anniversary of the effective date of this Agreement, Defendants shall deliver to counsel for the United States a report containing information regarding their compliance efforts with respect to the Subject Property during the preceding reporting period, including but not limited to:
- a. Photographs of each office in which rental activity is conducted showing the fair housing signs, pursuant to Section IV, Subsection C, of this Agreement;
 - b. Any published advertisements pursuant to Section IV, Subsection C;
 - c. A sample of the rental application and rental agreement with the fair housing language pursuant to Section IV, Subsection C; and
 - d. Executed copies of **Appendices C, D, and E**, to the extent not previously provided.

31. The final report to the United States shall be submitted no later than 60 days before the expiration of this Agreement. Defendants shall preserve all records for the Subject

Correspondence may also be sent via electronic mail to the U.S. Department of Justice, care of the United States' representative whom the United States will designate for the Defendants.

Property that are the source of, contain, or relate to any of the information pertinent to their obligations under this Agreement, including, but not limited to, all requests for reasonable modifications and/or reasonable accommodations, any supporting documentation, and decisions on those requests. Upon reasonable notice to counsel for Defendants, representatives of the United States shall be permitted to inspect and copy all such records related to this Agreement or, upon request by the United States, Defendants shall provide copies of such documents; provided, however, that the United States shall endeavor to minimize any inconvenience to Defendants.

H. Acquisition or Transfer of Interest in Dwellings

32. If Defendant(s) become involved in the management of any residential rental property for which Defendant(s) do(es) not currently have any management responsibilities, Defendant(s) shall inform the United States within 30 days of the commencement of such involvement and provide the date on which the involvement began; the nature of the involvement; the address of the property; and the number of dwelling units. If any Defendant acquires a direct or indirect management, ownership, financial, or control interest in any other residential rental property, such property shall become subject to the applicable provisions of this Agreement. Within 30 days of acquiring such an interest, Defendants shall notify counsel for the United State of the nature of the Defendant's interest in the dwelling units at the property, and any other information required under the Agreement. Defendants shall further provide a copy of documents memorializing the transfer in interest.

33. If the subject property or other property subject to this Agreement has been or is

sold or transferred to a bona fide, independent, third-party purchaser in an arms-length transaction,⁵ such property shall cease to be subject to this Agreement.

34. If Defendants maintain that their obligations under this Agreement have terminated or changed because Defendants have sold or transferred all or any portion of the subject property to a bona-fide third party purchaser in an arms-length transaction, Defendants shall inform the United States within 30 days of such transaction and provide the date of the sale or transfer, copies of the sale or transfer documents, the name(s) and contact information for the purchaser, and will issue to the United States its final report pursuant to Paragraph 31.

35. If the transfer of interest in the subject property or other property subject to this Agreement is not an arms-length transaction, Defendants and the new owner(s) shall remain jointly and severally liable for any violations of this Agreement for its duration.

**V. IMPLEMENTATION, ENFORCEMENT, AND DISMISSAL OF
UNDERLYING ACTION**

36. 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.

37. Should Defendants fail to timely make any required settlement payment described herein or materially breach any other provision of this Agreement, the Parties agree that upon any such claim of breach as made by the United States, the United States may move to restore the Civil Action to the active docket of the Court for purposes of resolution of any such claim of breach, or may file a separate action in the United States District Court for the Western District

⁵ For purposes of this Agreement, “arms-length transaction” is defined as a transaction that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that transaction. A transaction involving a corporate entity in which any Defendant, or any person related to any Defendant by blood or marriage, is an officer, agent, employee, or partner, or has any ownership, financial, or control interest, shall not be considered an arms-length transaction.

of Tennessee to remedy the breach. In the event of such a claim of breach as made by the United States, Defendants consent to, and agree not to contest, the United States' motion to restore the Civil Action to the Court's active docket, and consent to, and agree not to contest, the exercise of jurisdiction, including personal jurisdiction over Defendants, by the Court.

38. Before taking the steps outlined in Paragraph 37, the United States shall first provide Defendants notice of any breach in writing and shall afford them 30 days from the date of mailing to cure the default.⁶

39. In the event the United States reinstates the Civil Action as contemplated by Paragraph 37, above, or any other civil action is commenced to remedy an alleged breach of this Agreement, the United States may seek the following: 1) an order mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief would be adequate; 2) an award of reasonable attorneys' fees and costs incurred in bringing an action to remedy the breach of this Agreement; and 3) any additional relief that may be authorized by law or equity. If the Civil Action is reinstated or any other such 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.

40. 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.

41. Following execution of this Agreement, the parties shall jointly move the Court

⁶ Notice shall be made to counsel for Defendants at: L. Clayton Culpepper and Michael R. Marshall, Evans Petree, PC, 1000 Ridgeway Loop Road, Ste. 200, Memphis, Tennessee 38120.

for dismissal with prejudice of the underlying Civil Action, subject to its reinstatement as set forth in Paragraph 37, above.

VI. TERMINATION OF LITIGATION HOLD

42. The Parties agree that, as of the effective date of this Agreement, 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 (“ESI”), or things related to the matters described in Complaint, they are no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any of the Parties of any other obligations imposed by this Agreement.

VII. DURATION, EXECUTION AND OTHER TERMS

43. The effective date of this Agreement is the date of the last signature below. 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.

44. Except with respect to those obligations set forth in Paragraph 17, the provisions of this Agreement shall remain in effect for four (4) years after the effective date.

45. Except as stated in Paragraphs 16 and 39, above, each Party shall bear its own legal or other costs incurred in connection with this matter, including the preparation, negotiation, and performance of this Agreement.

46. This Agreement, including Appendices A-E, constitutes the complete agreement between the parties relating to the claims made in the Complaint. 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.

47. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion. The Parties agree that each Party and its representatives have acted consistent with the duty of good faith and fair dealing.

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

49. The provisions of this Agreement shall apply to Defendants and officers, employees, agents, successors and assigns, and all other persons or entities in active concert or participation with them.

50. 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.

51. 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.

52. This Agreement is a public document. The Parties agree and consent to the United States' disclosure of the Agreement and information concerning this Agreement to the public.

53. 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.

54. The Parties agree that they will defend this Agreement against any challenge by any third party. In the event that this Agreement or any of its terms are challenged by a third party in a court other than the United States District Court for the Western District of Tennessee, the Parties agree that they will seek removal and/or transfer to the United States District Court for the Western District of Tennessee.

55. This Agreement may be modified only with the written consent of the Parties. Any modification must be in writing and signed by the Parties through their authorized representatives.

Dated: March 19, 2018

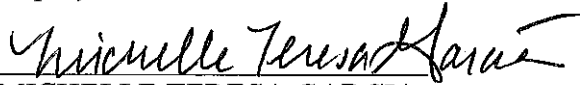
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Dated: March 19, 2018

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**For Defendants Fairfax Manor Group, LLC d/b/a Fairfax Manor Townhomes, Cannon,
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Appendix A

FULL AND FINAL RELEASE OF CLAIMS

In consideration for the Parties' agreement to the terms of the Settlement Agreement entered into in the case of United States v. Fairfax Manor Group, LLC d/b/a Fairfax Manor Townhomes, Cannon, Austin & Cannon, Inc., Nelson Cannon, and Sam Kraker, 2:17-cv-02751 (W.D. Tenn.), in the United States District Court for the Western District of Tennessee, and in consideration for the payment of \$52,500.00 to Marcie and Gary Grossberg for monetary damages and attorney's fees, I, _____, do hereby fully release and forever discharge Defendants named in this lawsuit and in Marcie Grossberg, Gary Grossberg v. Fairfax Manor Group, LLC and Cannon, Austin & Cannon, Inc., CH-13-1182-3 in the Chancery Court of Shelby County, Tennessee, as well as their insurers, attorneys, agents, employees, former employees, heirs, and executors, from any and all fair housing claims set forth, or that could have been set forth, in the complaints in these lawsuits against these Defendants through the date of the entry of the Settlement Agreement.

Executed this _____ day of _____, 2018.

Signature

Print Name

Home Address

Home Address Continued

Appendix B**REASONABLE MODIFICATION AND REASONABLE ACCOMMODATION POLICY
FOR PERSONS WITH DISABILITIES**

The Fair Housing Act prohibits housing providers and managers from discriminating against applicants or residents because of their disability⁷ or the disability of anyone associated with them, and from treating persons with disabilities less favorably than others because of their disability. It is unlawful to refuse to permit a reasonable modification, at the expense of the person with a disability, of existing premises occupied or to be occupied by a person if such modification may be necessary to afford such person full enjoyment of the premises. In the case of a rental, the landlord may, where it is reasonable to do so, condition permission for the modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted. It is also unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all reasonable modification and reasonable accommodation requests be submitted in writing to _____. A request form for a reasonable modification and or a reasonable accommodation is attached to this Policy. If a prospective resident, resident or household member has difficulty filling in the form, _____ will assist him or her in completing the form. Oral requests for reasonable modifications and reasonable accommodations will be recorded and processed in accordance with this policy.

_____ shall notify the requester in writing of the decision regarding the request within 10 days of the completed written request. If _____ believes that the request would impose an undue financial or administrative burden on her or fundamentally alter the nature of her operations, then she will engage in open discussions and an interactive process with the resident or prospective resident to provide an alternate modification or accommodation that satisfies the disability-related needs of the requester. In the event that the interactive process is unsuccessful, resulting in the denial of the request, an explanation of the basis for such denial shall be included in the written notification. If a person with a disability

⁷ Under the federal Fair Housing Act, a person with a disability is defined as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who is regarded as having such an impairment, or a person with a record of having such an impairment. Physical or mental impairments include, but are not limited to, orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, bipolar disorder, cancer, heart disease, diabetes, HIV, intellectual disabilities, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. The term "substantially limits" suggests that the limitation is significant or to a large degree. The term "major life activity" means those activities that are of central importance to daily life, including but not limited to seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking.

believes that a request has been denied unlawfully or that the response is delayed unreasonably, he or she may file a complaint with:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 Seventh Street SW
Washington, DC 20410
1-800- 669-9777

<https://www5.hud.gov/Hud903/main/pagHUD903Form.jsp>

and

U.S. Department of Justice, Civil Rights Division
950 Pennsylvania Avenue, N.W.
Housing and Civil Enforcement Section, NWB
Washington, D.C. 20530
1-800-896-7743
TTY - 202-305-1882
fairhousing@usdoj.gov

**REQUEST FORM FOR A REASONABLE MODIFICATION AND / OR REASONABLE
ACCOMMODATION**

If you, a member of your household, or someone associated with you has a disability and believe there is a need for a reasonable modification of existing premises, at the expense of the person with the disability, or a reasonable accommodation to the rules, policies, practices, or services for that person to have an equal opportunity to use and enjoy a dwelling unit, please complete this form and return it to _____ at _____. If you cannot complete this form yourself, please contact _____ for assistance in completing it. _____ will answer this request in writing within ten days.

Name of Requester: _____

Signature of Requester: _____

1. The person(s) who has/have a disability requiring a reasonable accommodation is/are:

____ Me ____ A person associated with me.

Name(s) of person(s) with disability: _____ Phone #: _____

Address: _____

2. I am requesting the following modification of existing premises:

3. I am requesting the following accommodation, i.e., change(s), exception(s), or adjustment(s) to a rule, policy, practice or service:

4. I need this reasonable modification and/or reasonable accommodation because:

Appendix C

**CERTIFICATION OF RECEIPT OF REASONABLE MODIFICATION AND
REASONABLE ACCOMMODATION POLICY**

On _____, 201__, I, _____, received a copy of the Reasonable Modification and Reasonable Accommodation Policy (“the Policy”) and the Settlement Agreement for *United States v. Fairfax Manor Group, LLC*, 2:17-cv-02751. I certify that I have received, read, and understand the Policy and Settlement Agreement. I will perform my duties in accordance with the Policy and Settlement Agreement.

Signature

Printed name

Title

Date

Appendix D

**CERTIFICATION OF RECEIPT OF REASONABLE MODIFICATION AND
REASONABLE ACCOMMODATION POLICY BY APPLICANT OR TENANT**

On _____, 201__, I, _____, received a copy of the
Reasonable Modification and Reasonable Accommodation Policy.

Signature

Printed name

Address

Telephone number

Appendix E

FAIR HOUSING TRAINING CERTIFICATION

On _____, 201_, I, _____, successfully completed training on the federal Fair Housing Act as required by the Settlement Agreement for *United States v. Fairfax Manor Group, LLC*, 2:17-cv-02751. I certify that I understand and acknowledge my duties and responsibilities under the Fair Housing Act and the Settlement Agreement.

Signature

Printed name

Title

Date