

United States of America v. James Tilsen, Westview Park Apartments, LP, Tilsenbilt Homes, LLC & Deborah Brookins, 17-cv-5119 (MJD/FLN)

I. INTRODUCTION

1. This Settlement Agreement (“Agreement”) is made and entered between Plaintiff, the United States of America (“the United States”) and Defendants James Tilsen, Westview Park Apartments, LP, Tilsenbilt Homes, LLC & Deborah Brookins (“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 November 15, 2017, 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. 17-cv-5119 (MJD/FLN) (hereinafter, the “Civil Action”).

3. In its Complaint, the United States alleges that Defendants denied Ronald Davis the reasonable accommodation of an assistance animal and discriminated and retaliated against him in violation of the Fair Housing Act.

II. RECITALS

4. At all times relevant to the Complaint, Defendants managed Westview Park Apartments, a multi-building apartment complex located at 1875 Oakdale Avenue, West St. Paul, Minnesota.

5. The United States alleges that the Defendants engaged in the following housing practices that discriminated on the basis of Mr. Davis’s disability:

- a. Denying Mr. Davis’s request to have a dog as an assistance animal despite the recommendation of his mental health provider, and instead suggesting that Mr. Davis obtain a cat;

- b. Applying a size requirement to Mr. Davis's emotional support dog;
- c. Filing an eviction action against Mr. Davis for having an emotional support dog at Westview Park Apartments after Mr. Davis verified he was a person with a disability and the need for his assistance animal, and after Mr. Davis filed a fair housing complaint with the United States Department of Housing and Urban Development ("HUD").

6. On September 21, 2015, Mr. Davis filed a fair housing complaint with HUD alleging that Defendants had discriminated against him on the basis of his disability.

7. As required by the Fair Housing Act, 42 U.S.C. § 3610(a) and (b), the Secretary of HUD investigated the complaint made by Mr. Davis, attempted conciliation without success, and prepared a final investigative report. Based on information gathered in the investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g), determined that reasonable cause exists to believe that illegal discriminatory housing practices occurred. On or about September 28, 2017, the Secretary issued a Determination of Reasonable Cause and Charge of Discrimination pursuant to 42 U.S.C. § 3610(g), and charged the Defendants with discrimination under the Fair Housing Act under 42 U.S.C. §§ 3604(f)(1)(A), 3604(f)(2)(A), 3604(f)(3)(B), and 3617.

8. On October 17, 2017, Defendants elected to have the claims asserted in HUD's Charge of Discrimination resolved in a federal civil action pursuant to 42 U.S.C. § 3612(a). The Secretary subsequently authorized the Attorney General to file this action on behalf of aggrieved person Mr. Davis, pursuant to 42 U.S.C. § 3612(o).

9. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345. Venue is proper in this District under 28 U.S.C. § 1391(b) because the events or omissions giving

rise to the United States' claims occurred in the District of Minnesota, and Defendants reside and/or conduct business in this District.

10. 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.

11. 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

12. 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. James Tilsen, et al.*, No. 17-cv-5119 (MJD/FLN), as set forth in Section VII, Paragraph 35. The Parties agree and acknowledge that this consideration is adequate and sufficient.

IV. TERMS AND CONDITIONS

A. MONETARY RELIEF TO AGGRIEVED PERSON

13. No later than 14 days after the date of execution of this Agreement, Defendants shall pay the sum of fifteen thousand dollars (\$15,000), which includes monetary damages and any attorneys' fees, to Mr. Davis. 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.

14. As a prerequisite to receiving such payment, Mr. Davis shall execute 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 C. Counsel for Plaintiff shall deliver the original release form to counsel for Defendants.

B. PROHIBITED CONDUCT

15. 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. POLICY CONCERNING REQUESTS FOR ASSISTANCE ANIMALS

16. No later than thirty (30) days after the date of execution of this Agreement, Defendants shall adopt the reasonable accommodation policy (“the New Policy”) set forth in Attachment A for implementation at dwellings owned or managed by Defendants.

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, including but not limited to approval of assistance animals at Westview Park Apartments.

18. Within forty-five (45) days after the date of execution of this Agreement, Defendants shall notify in writing each resident of dwellings owned or managed by Defendants of the adoption and implementation of the New Policy. Notice shall be sent via hand-delivery to each tenant of the property.

19. Within thirty (30) days after the date of execution of this Agreement, Defendants shall post and prominently display in each and every location where activity related to the management or rental of Defendants' 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.

20. No later than fourteen (14) days after adoption of the New Policy, Defendants shall apprise each of their employees, agents, and any other persons responsible for the rental of units at a dwelling owned or managed by Defendants 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. Defendants 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 B 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.

21. 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 (a) be 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) be provided copies of this Agreement and the New Policy, and (c) execute the statement contained in Attachment B no later than five (5) days following their first day of employment.

D. MANDATORY EDUCATION AND TRAINING

22. Within ninety (90) days of the execution of this Agreement, Defendants and their employees, agents, and members who have responsibility related to the management of or rental of units at dwellings owned or managed by Defendants, shall attend, at the Defendants' expense, a training program regarding the Fair Housing Act, including its disability discrimination provisions. The training shall be conducted by a qualified third party, approved in advance by the United States.

23. Defendants shall obtain from the trainer or training entity certificates of attendance signed by each individual who attended the training. The certificate shall include the name of the course, the date the course was taken, the subject matters covered in the course, and the length of the course and/or time within which the course was completed.

E. NONDISCRIMINATION POLICIES

24. Throughout the term of this Agreement, Defendants shall ensure that any new advertising for rental units in newspapers, in telephone directories, on radio, on television, on the internet, or in other media, and any signs, pamphlets, brochures, or other promotional literature include a fair housing logo, the phrase "Equal Housing Opportunity Provider," and/or the following sentences:

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 prominently placed and easily legible.

F. REPORTING AND RECORD-KEEPING

25. During the term of this Agreement, Defendants shall notify and provide documentation to the United States of the following events within fourteen (14) days of their occurrence:

- a. The training attended pursuant to Paragraph 22, including the certification required in Paragraph 23;
- b. Any change to any Defendants' rules or practices affecting the keeping of assistance animals at the property;
- c. Any denial by any Defendant of a request by a tenant or prospective tenant to keep an assistance animal, including the resident's name, address, and telephone number, and the details of the request and the reason(s) for its denial;
- d. Any conditions proposed or imposed by any Defendant on a tenant or prospective tenant who keeps or requests to keep an assistance animal, including the resident's name, address, and telephone number, and the details of the request and the reason(s) for any proposed conditions; and
- e. Any written complaint alleging disability discrimination in housing received by any Defendant, including a copy of the written complaint itself and the name, address, and telephone number of the complainant. Defendants shall also promptly provide the United States with information concerning resolution of the complaint.

26. During the term of this Agreement, Defendants shall preserve all records relating to their obligations under this Agreement. Representatives of the United States shall be permitted,

upon providing reasonable notice to Defendants, to inspect and copy at reasonable times any and all records related to Defendants' obligations under this Agreement.

V. IMPLEMENTATION AND ENFORCEMENT

27. 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.

28. 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. The Defendants shall have fifteen (15) days from the date the United States provides notification of any breach of this Agreement to cure the breach.

29. 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.

30. In the event the United States files a civil action as contemplated by paragraph 29, 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.

31. 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.

VI. TERMINATION OF LITIGATION HOLD

32. 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.

VII. DURATION, EXECUTION, AND OTHER TERMS

33. 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.

34. The duration of this Agreement shall be for a period of five (5) years from the date of execution.

35. Upon Defendants' completion of performance of the obligations set forth in paragraph 13, 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).

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

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

38. 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.

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

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

41. 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.

42. 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.

43. 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.

44. 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.

[Signatures next page]

ON BEHALF OF THE UNITED STATES OF AMERICA:

GREGORY G. BROOKER
United States Attorney



Dated: 4/6/18

BY: BAHRAM SAMIE
Assistant U.S. Attorney
Attorney ID Number 0392645
600 United States Courthouse
300 South Fourth Street
Minneapolis, MN 55415
Phone: 612-664-5600
Email: bahram.samie@usdoj.gov

ON BEHALF OF ALL DEFENDANTS:



Name: James Tilsen
Title: General Partner Westview Park Apartments, LP

Dated: 2 April 2018



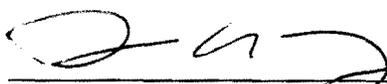
Name: James Tilsen
Title: Chief Manager Tilsenbilt Homes, LLC

Dated: 2 April 2018



Name: Deborah Brookins
Title: Rental Manager Westview Park Apartments

Dated: 2 April 2018



Joseph A. Kelly (#389356)
Chad D. Lemmons (#125039)
Kevin M. Beck (#389072)
Kelly and Lemmons, P.A.
223 Little Canada Road East
Suite 200
Little Canada, MN 55117
Telephone: (651)224-3781
jkelly@kellyandlemmons.com

Dated: 03 April 2018

ATTACHMENT A
Westview Park Apartments
Reasonable Accommodation Policy

The Federal Fair Housing Act and other state and local fair housing laws require that housing owners and managers provide reasonable accommodations for applicants and residents who have disabilities. The owner and manager of Westview Park Apartments (“Westview”), Westview Park Apartments, LP and Tilsenbilt Homes, LLC (“Tilsenbilt”) and their employees, agents, and designees, are committed to granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy a dwelling at any and all of their rental units.

Reasonable accommodations may include waiving or varying rules or policies to allow a resident with a disability to keep an “assistance animal.” An assistance animal is an animal that does work or performs tasks for the benefit of a person with a disability, or provides emotional support or other assistance that may be necessary to afford the person an equal opportunity to use and enjoy housing (“Assistance Animal”). The most common Assistance Animals are dogs, although other animals may qualify as assistance animals. Assistance Animals are not considered “pets” under Westview’s policies. Westview recognizes the importance of Assistance Animals and is committed to ensuring that its tenants with Assistance Animals – whether owners, occupants or renters – may keep them in their units.

If a resident with a disability requests a reasonable accommodation for an Assistance Animal, Westview will determine whether the animal may be necessary to afford the resident an equal opportunity to enjoy living at Westview. In some cases, both the disability and the necessity for the Assistance Animal are obvious – for example, a dog guiding an individual who is blind or has low vision, or a dog pulling the wheelchair of a person with a mobility disability. If this is the case, no further inquiry will be made and Westview will grant the resident the accommodation unless the presence of the animal (1) imposes an undue financial and administrative burden; (2) fundamentally alters the nature of Westview’s operations; or (3) would pose a direct threat to the health and safety of other people.

In the case of a resident who requests a reasonable accommodation for an Assistance Animal where the disability of the resident and/or the necessity for the Assistance Animal is not obvious, Westview may require a written verification from a health or social service professional¹ indicating that the applicant has a disability² and the presence of the animal may be necessary to provide the resident an equal opportunity to use and enjoy his/her apartment.

¹ “Health or social service professional” means a person who provides medical care, therapy or counseling to persons with disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.

² Under fair housing laws, 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, is regarded as having such an impairment, or has a record of such an impairment.

Westview will not require:

- i. That the Assistance Animal have any special training or certification;
- ii. That the Assistance Animal be subject to breed, weight, or age restrictions;
- iii. That the Assistance Animal be required to wear a vest or other insignia that identifies it as an Assistance Animal; or
- iv. That the resident pay any fee, deposit, or other charge for keeping the animal, or obtain insurance as a condition of keeping the animal.

If Westview seeks verification of a tenant's disability and the need for an Assistance Animal, Westview will not:

- i. Request whether a health or social service professional would be willing to testify in a court proceeding regarding the request for accommodation;
- ii. Require the health or social service professional to provide a curriculum vitae;
- iii. Require an interview with the health or social service professional.

In processing requests for Assistance Animals, Westview will take reasonable measures to protect the confidentiality of any information or documentation disclosed in connection with the requests. Such measures may include limiting access to such information to persons specifically designated to deal with requests for reasonable accommodations, who will disclose information only to the extent necessary to determine whether to grant the request, and keeping all written requests and accompanying documentation in a secure area to which only those designated persons have access, except as otherwise required by law.

A person with a disability may request a reasonable accommodation orally, but Westview may ask the person with the disability to complete or assist in completing a "Form to Request An Assistance Animal" (attached to this Policy). Westview will evaluate the requested accommodation regardless of whether the person completes the written form, but the person must cooperate in providing all information needed to complete the form.

If the applicant requires assistance in completing the form, the Property Manager, on-site property caretaker or his or her designee will provide assistance or will fill out the form based on an oral request. Westview is using the form to record reasonable accommodation requests so that they can obtain only the information necessary to make a reasonable accommodation decision and not obtain confidential information that they do not need to make a reasonable accommodation decision.

Once Westview receives the request for an assistance animal and, if applicable, additional verifying information, it will provide a response within fourteen days. If a request is denied, an explanation for the denial will be included in the written notification of denial. If a person with a disability 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
(800) 669-9777

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint

United States Attorney's Office-District of Minnesota
Attn: Civil Rights Coordinator-Fair Housing
600 U.S. Courthouse
300 South Fourth Street
Minneapolis, MN 55415
(612) 664-5600

**WESTVIEW PARK APARTMENTS
FORM TO REQUEST AN ASSISTANCE ANIMAL**

The Federal Fair Housing Act and other state and local fair housing laws require that housing owners and managers provide reasonable accommodations for applicants and residents who have disabilities. Westview Park Apartments (“Westview”) and their employees, agents, or designees are committed to granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy a dwelling at any and all of their rental or owner-occupied units.

Under fair housing laws, a person is entitled to a reasonable accommodation if he or she has a disability that is defined as a physical or mental impairment that substantially limits one or more major life activities. The person also must show that he or she may need the accommodation because of the disability. Reasonable accommodations may include waiving or varying rules or policies to allow a resident to keep an assistance animal. An assistance animal is an animal that does work or performs tasks for the benefit of a person with a disability, or provides emotional support or other assistance that may be necessary to afford the person an equal opportunity to use and enjoy housing (“Assistance Animal”).

If you or someone associated with you has a disability and you believe that there is a need for an Assistance Animal as a reasonable accommodation for the person with a disability to use and enjoy a dwelling unit at Westview, please complete this form and return it to Westview management. Please check all items that apply and answer all questions. Westview will answer this request in writing within 14 days of receiving the request for an assistance animal and, if applicable, the verification from the health care provider. All information provided to Westview in connection with this request will be kept confidential, except as otherwise required by law. If you require assistance in completing this form, please call the management office at (telephone number) for assistance or to make an oral request for a reasonable accommodation.

1. Do you require assistance filling out this form?

Yes No

If your answer is “Yes,” and you do not have someone who can assist you, please ask [name and phone number] to assist you in filling out this form.

If your answer is “No,” continue on to Question No. 2.

2. Today’s Date: _____

3. I am (please check one):

The person who has a disability and is requesting an Assistance Animal. If so, continue to Question 4.

_____ A person making a request on behalf of or assisting the person with a disability who needs an Assistance Animal. Please fill out the information below:

Name of person filling out form: _____

Address: _____

Telephone number: _____

Relationship to person needing Assistance Animal: _____

4. Name of person with a disability for whom a reasonable accommodation is being requested:

Phone number: _____

Address: _____

5. Identify the species of animal for which you are making a reasonable accommodation request e.g., "dog," "cat":

6. Provide the name and physical description (size, color, weight, any tag and/or license) of the animal for which you are making a reasonable accommodation request:

Signature of person making request

Date

Signature of person with disability

Date

Applicant Name: _____

In the case of a resident who requests a reasonable accommodation for an Assistance Animal and the disability of the resident and/or the necessity for the Assistance Animal is not obvious, please have this form completed and returned by a physician, psychiatrist, or other health or social service professional.

TO BE COMPLETED BY THE PHYSICIAN, PSYCHIATRIST, OR OTHER HEALTH OR SOCIAL SERVICE PROFESSIONAL:

1. Please provide a statement verifying that the person has an impairment that substantially limits one or more of the person's major life activities.

2. Please state whether the animal is necessary for the person to have an equal opportunity to use and enjoy housing or alleviate one or more of the effects of the person's disability. If so, please explain how it helps.

Name: _____

Title: _____

Address: _____

Telephone: _____

Signature

Date

TO BE COMPLETED BY MANAGEMENT:

Form accepted by: _____

Signature

Date

ATTACHMENT B
Certification of Receipt of Settlement Agreement

I certify that I have received a copy of the Settlement Agreement executed by the parties in *United States of America v. James Tilsen, Westview Park Apartments, LP, Tilsenbilt Homes, LLC, and Deborah Brookins.*, No. 17-cv-5119 (MJD/FLN) (D. Minn.). I further certify that I have read and understand the Settlement Agreement, that any questions I had concerning it were answered, and that I understand that the Defendants may be sanctioned or penalized if I violate the Settlement Agreement.

(Signature)

(Printed name)

(Title)

(Date)