

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
Case No. 19-cv-00849 (MJD/LIB)

UNITED STATES OF AMERICA,

Plaintiff,

CONSENT DECREE

and

TAMI LEWIS, on behalf of herself and
her three minor children,

Intervenor Plaintiff,

v.

DOROTHY GORECKI and
ANNETTE ALLEY,

Defendants.

I. BACKGROUND

1. On January 30, 2017, Intervenor Plaintiff Tami Lewis (“Lewis”) filed a fair housing complaint with the United States Department of Housing and Urban Development (“HUD”), alleging that Defendant Dorothy Gorecki (“Gorecki”) and Defendant Annette Alley (“Alley”) (jointly referred to as “Defendants”) discriminated against her and her three minor children in violation of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 - 3631 (the “Fair Housing Act”).

2. The Secretary of HUD (“Secretary”) investigated the complaint filed by Lewis, attempted conciliation without success, and prepared a final investigative report.

Based on information gathered in the investigation, the Secretary determined that reasonable cause existed to believe that illegal discriminatory housing practices occurred.

3. On February 14, 2019, the Secretary issued a Determination of Reasonable Cause and Charge of Discrimination, charging Defendants with discrimination under the Fair Housing Act.

4. On February 26, 2019, Lewis elected to have the claims asserted in HUD's Charge of Discrimination resolved in a federal civil action against Defendants.

5. On February 26, 2019, a HUD Administrative Law Judge issued a Notice of Election and terminated the administrative proceedings on the HUD complaint filed by Lewis. Following the Notice of Election, the Secretary authorized the United States Attorney General to commence a civil action.

6. On March 26, 2019, Plaintiff United States of America ("United States") filed a complaint against Defendants in this action ("Complaint"), Dkt. No. 1, to enforce the provisions of the Fair Housing Act (hereinafter referred to as the "Civil Action").

7. In its Complaint, the United States alleged that Defendants discriminated against Lewis and her three minor children (the "Aggrieved Persons"), by seeking to evict them for maintaining an emotional support animal for one of Lewis' minor children, A.L, who is a person with disabilities; by denying Lewis' request to keep an emotional support animal as a reasonable accommodation that was necessary to afford A.L. an equal opportunity to use and enjoy the dwelling; and by refusing to allow the Aggrieved Persons to live in the dwelling with A.L.'s emotional support animal when such reasonable accommodation was necessary to afford A.L. an equal opportunity to use and enjoy the

dwelling, all in violation of the Fair Housing Act. The United States further alleged that Defendants retaliated against the Aggrieved Persons by interfering with their enjoyment of the dwelling on account of their exercise of protected rights, in violation of the Fair Housing Act.

8. At all times relevant to the United States' Complaint, Gorecki owned, and Alley managed, a rental property at 710 Penn Street, Apartment 2, Foley, Minnesota 55118 ("the Subject Property"). The Subject Property is a dwelling located in a multi-building apartment complex in Foley, Minnesota.

9. On April 10, 2019, Defendants filed an Answer, Dkt. No. 3, to the United States' Complaint denying that they discriminated against the Aggrieved Parties and denying that they violated the Fair Housing Act.

10. On May 14, 2019, the Court granted Lewis' unopposed motion, Dkt. No. 14, to intervene in this action as a Plaintiff Intervenor.

11. On May 14, 2019, Lewis filed a Complaint against Defendants, Dkt. No. 15, alleging that Defendants discriminated against her and her three minor children in violation of the Fair Housing Act.

12. On May 20, 2019, Defendants filed their Answer, Dkt. No. 17, to Lewis' Complaint, denying that they discriminated against Lewis and her three minor children and denying that they had violated the Fair Housing Act.

13. On July 17, 2019, the Court entered a Pretrial Scheduling Order, Dkt. No. 23, and the parties thereafter conducted written discovery and took five depositions.

Ultimately the Court ordered the parties to attend a settlement conference with the Court on December 10, 2019.

II. AGREEMENT

14. The United States, Lewis, and Defendants (hereinafter referred to jointly as the “Parties”) agree that, to avoid costly and protracted litigation, all of the claims alleged by the United States and Lewis against Defendants should be resolved without further proceedings or a trial.

15. This Consent Decree resolves all of the United States’ and Lewis’ allegations against Defendants made in this Civil Action.

III. INJUNCTION

16. Defendants, their officers, agents, employees, and all other persons or entities in active concert or participation with them, are hereby enjoined, with respect to the rental of dwellings owned or managed by them from:

- a. Discriminating in the sale or rental, or otherwise making unavailable or denying, a dwelling to any buyer or renter because of disability, in violation of 42 U.S.C. § 3604(f)(1);
- b. Discriminating against any person in the terms, conditions, or privileges of sale or 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);

- 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 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, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by the Fair Housing Act, in violation of 42 U.S.C. § 3617.

17. Defendant Gorecki represents that she has sold, donated, or otherwise transferred all direct and indirect management, ownership, financial, and controlling interests in all her previous residential rental properties, including but not limited to the Subject Property. Defendant Gorecki also agrees not to enter the residential rental business during the term of this Consent Decree. If at any time during the term of this Consent Decree Defendant Gorecki acquires a direct or indirect management, ownership, financial, or controlling interest in any residential rental property, such property will be subject to the provisions outlined in Paragraphs 16, 19 & 23 of this Consent Decree. Within ten (10) days of acquiring such an interest, Defendant Gorecki will notify counsel for the United States of the nature of her interest in the dwelling or property; the address of the property; the number of individual dwelling units at the property; and any other information required

under this Consent Decree. Defendant Gorecki will further provide counsel for the United States with copies of any documents memorializing the transfer in interest of the property.

18. Defendant Alley represents that she no longer manages the Subject Property or any properties for Defendant Gorecki and that she currently has no ownership, financial, or controlling interests in any residential rental properties. If at any time during the term of this Consent Decree Defendant Alley acquires an ownership, financial, or controlling interest in any residential rental property, such property will be subject to the provisions outlined in Paragraphs 16, 19 & 23 of this Consent Decree. Within ten (10) days of acquiring such an interest, Defendant Alley will notify counsel for the United States of the nature of her interest in the dwelling or property; the address of the property; the number of individual dwelling units at the property; and any other information required under this Consent Decree. Defendant Alley will further provide counsel for the United States with copies of any documents memorializing the transfer in interest of the property.

**IV. POLICY CONCERNING REQUESTS FOR ASSISTANCE
ANIMALS**

19. If at any time during the term of this Consent Decree Defendant Gorecki acquires a direct or indirect management, ownership, financial, or controlling interest in any residential rental property or Defendant Alley acquires an ownership, financial or controlling interest in any residential rental property, such property will be subject to the following provisions:

- a. Defendant Gorecki or Defendant Alley will adopt the reasonable accommodation policy (“the New Policy”) set forth in Attachment A for

implementation at all dwellings owned or managed by Defendant Gorecki or owned by Defendant Alley.

- b. The New Policy, once adopted, will supersede all existing policies, procedures, and resolutions concerning or affecting approval of reasonable accommodations at all dwellings owned or managed by Defendant Gorecki or owned by Defendant Alley.
- c. Within forty-five (45) days of acquiring such property, either Defendant will notify in writing each resident of all dwellings owned or managed by either Defendant of the adoption and implementation of the New Policy. Notice will be sent via first-class mail, postage prepaid, to each tenant of the property.
- d. Within thirty (30) days after acquiring such property, either Defendant will post and prominently display in each and every location where activity related to the management or rental of dwellings occurs, the New Policy.
- e. No later than fourteen (14) days after adoption of the New Policy, either Defendant will apprise each of their employees, agents, and any other persons responsible for the rental of units at a dwelling owned or managed by Defendant Gorecki or owned by Defendant Alley of each person's obligations under this Consent Decree, including but not limited to the New Policy, and under the Fair Housing Act. Either Defendant will furnish each such employee, agent, or other person with a copy of this

Consent Decree. Each employee, agent or other person covered by this paragraph will sign a statement in the form of Attachment B acknowledging that he or she has received, read and understands the Consent Decree, and declaring that he or she will perform his or her duties in accordance with this Consent Decree and the Fair Housing Act.

- f. During the term of this Consent Decree, new employees, or agents who have responsibility related to the management of or rental of units at dwellings owned or managed by Defendant Gorecki or owned by Defendant Alley, will be (1) apprised of the contents of this Consent Decree, including but not limited to the New Policy, and of their obligations under the Fair Housing Act, when their term, employment, or agency commences; (2) provided copies of this Consent Decree and the New Policy, and (3) execute the statement contained in Attachment B no later than five (5) days following their first day of employment.

V. MANDATORY EDUCATION AND TRAINING

20. Within ninety (90) days of the entry of this Consent Decree, Defendant Alley will attend, at her own expense, a training program regarding the Fair Housing Act, including its disability discrimination provisions. The training will be conducted by a qualified third party, approved by the United States, and unconnected to Defendants, their employees, agents, or counsel.

21. Defendant Alley will obtain from the trainer or training entity a certificate of attendance. The certificate will 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. Defendant Alley will provide to counsel for the United States the certificate of attendance within fourteen (14) days of her attendance at the training.

22. Defendant Gorecki is not required to attend the training program referenced in paragraph 20 of this Consent Decree, provided she remains out of the residential rental ownership or management business as agreed to in Paragraph 17 of this Consent Decree. If at any time during the term of this Consent Decree Gorecki acquires a direct or indirect management, ownership, financial, or controlling interest in any residential rental property, Defendant Gorecki will be required to satisfy the mandatory education and training provisions of paragraphs 20 and 21 of this Consent Decree within ninety (90) days of acquiring such property.

VI. REPORTING AND RECORDKEEPING

23. During the term of this Consent Decree and in the event that Defendant Gorecki acquires a direct or indirect management, ownership, financial, or controlling interest in a residential rental property or Defendant Alley acquires an ownership, financial, or controlling interest in a residential rental property, either Defendant will notify and provide documentation to counsel for the United States of the following events within fourteen (14) days of their occurrence:

- a. Any change to either Defendant's rules or practices affecting the keeping of assistance animals at any properties acquired;

- b. Any denial by either 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;
- c. Any conditions proposed or imposed by either 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
- d. Any written complaint alleging disability discrimination in housing received by either Defendant, including a copy of the written complaint itself and the name, address, and telephone number of the complainant. Either Defendant will also promptly provide counsel for the United States with information concerning resolution of the complaint.

24. During the term of this Consent Decree, Defendants will preserve all records relating to their obligations under this Consent Decree. Representatives of the United States will be permitted, upon providing reasonable notice to counsel for Defendants, to inspect and copy at reasonable times any and all records related to Defendants' obligations under this Consent Decree.

VII. NEUTRAL RENTAL REFERENCE

25. Defendant Gorecki and Defendant Alley agree to provide a neutral rental reference for Lewis if requested by Lewis or if contacted by a prospective landlord or rental management company.

VIII. MONETARY DAMAGES TO AGGRIEVED PERSONS

26. No later than fourteen (14) days after the date of entry of this Consent Decree, Defendants will pay the sum of \$33,450, which includes monetary damages and attorneys' fees, in the form of a certified check made payable to Mid-Minnesota Legal Aid and delivered to counsel for Lewis at 111 N. 5th Street, Suite #100, Minneapolis, MN 55403. A 1099 tax form will be issued to Mid-Minnesota Legal Aid with regard to this payment.

27. As a prerequisite to receiving such payment, Lewis will execute a release of all claims, legal or equitable, that she and her three minor children may have against Defendants relating to the allegations asserted in this Civil Action. Such release will take the form of Attachment C. Counsel for Lewis will deliver the signed original release form to counsel for Defendants.

IX. JURISDICTION, DURATION, MODIFICATION, AND REMEDIES

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

29. This Consent Decree is effective immediately upon its entry by the Court.

30. This Court will retain jurisdiction over this Civil Action and the Parties thereto for the duration of this Consent Decree for the purpose of enforcing and modifying its terms. This Consent Decree will be in effect for a period of three (3) years from its effective date.

31. Any time limits for performance imposed by this Consent Decree may be extended by mutual written agreement of the Parties.

32. Each Party will notify the other Party of any dispute or difference regarding interpretation and compliance with this Consent Decree, whether willful or otherwise, and will attempt to resolve such dispute informally. However, in the event of a failure by any Party to perform in a timely manner any act required by this Consent Decree or otherwise to act in conformance with any provision thereof, a Party may move this Court to impose any remedy authorized by law or equity, including but not limited to, an order requiring performance of such act or deeming such act to have been performed, as well as an award of damages, costs and reasonable attorney's fees occasioned by the violation or failure to perform.

33. All Parties will be responsible for their own attorney's fees and costs, except as otherwise provided in this Consent Decree.

So ORDERED this 16th day of January, 2020.

s/ Michael J. Davis
MICHAEL J. DAVIS
United States District Court

The undersigned hereby apply for and consent to the entry of this Consent Decree:

DATE: 12-19-19

s/ Gregory G. Brooker
GREGORY G. BROOKER
Assistant U.S. Attorney
Attorney ID# 166066
300 S. 4th St., #600
Minneapolis, MN
612-664-5600
greg.brooker@usdoj.gov

Counsel for Plaintiff United States of America

The undersigned hereby apply for and consent to the entry of this Consent Decree:

DATE: 12-20-19

s/ Troy A. Poetz
TROY A. POETZ
Attorney ID # 0318267
Rajkowski Hansmeier Ltd
P.O. Box 1433
St. Cloud, MN 56302-1433
320-251-1055
tpoetz@rajhan.com

Attorneys for Defendants Dorothy Gorecki and
Annette Alley

The undersigned hereby apply for and consent to the entry of this Consent Decree:

DATE: 12-20-19

s/ Steven C. Schmidt
ANNE M. ROBERTSON
Attorney ID # 212775
STEVEN C. SCHMIDT
Attorney ID # 0392442
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Attorneys for Intervenor Plaintiff Tami Lewis

ATTACHMENT A

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 [Insert], 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 [Insert] policies. [Insert] 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, [Insert] will determine whether the animal may be necessary to afford the resident an equal opportunity to enjoy living at one of [Insert]’s properties. 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 [Insert] 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 [Insert]’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 and the disability of the resident and/or the necessity for the Assistance Animal is not obvious, [Insert] 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.

[Insert] will not require:

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.

- i. That the Assistance Animal have any special training or certification;
- ii. That the Assistance Animal be subject to breed or age or weight 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 [Insert] seeks verification of a tenant's disability and the need for an Assistance Animal, [Insert] 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, [Insert] 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 [Insert] may ask the person with the disability to complete or assist in completing a "Form to Request An Assistance Animal" (attached to this Policy). [Insert] 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. Defendants are 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 [Insert] 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 Chief & Civil Rights Unit
600 U.S. Courthouse
300 South Fourth Street
Minneapolis, MN 55415

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. [Insert] 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 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 [Insert], please complete this form and return it to _____. Please check all items that apply and answer all questions. _____ 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 _____ 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: _____

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 Consent Decree

I certify that I have received a copy of the Consent Decree entered by the Court in *United States of America v. Gorecki, et al.* No. 19-cv-00849 (MJD/LIB) (D. Minn.). I further certify that I have read and that I understand the Consent Decree; that any questions I had concerning it were answered; and that I understand that I may be sanctioned or penalized if I violate the Consent Decree.

(Signature)

(Printed name)

(Title)

(Date)

ATTACHMENT C
Release

In consideration of the Consent Decree entered in *United States of America v. Gorecki, et al.*, No. 19-cv-00849 (MJD/LIB)(D. Minn.), and of the payment of the sum of \$ 33,450 to my attorney, Mid-Minnesota Legal Aid, pursuant to that Consent Decree, I, Tami Lewis, on behalf of myself and my three minor children, hereby release and forever discharge Defendant Dorothy Gorecki and Defendant Annette Alley, their heirs, insurers, executors, administrators and assigns, and all other persons, firms, or corporations who are or might be claimed to be liable, from any and all claims and causes of actions whatsoever who are named in this Civil Action, from any and all liability for any claims, suits, demand and damages, legal or equitable, I and my three minor children have, had, or in the future may have against them arising out of the allegations in this Civil Action as of the date of the entry of the Consent Decree. This release is meant to include and hereby does include any claim that was brought or could have been brought in this action against Defendants Gorecki and Alley arising out of the allegations in this Civil Action as of the date of entry of the Consent Decree. I agree that I have accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact arising out of the allegations in this Civil Action as of the date of entry of the Consent Decree. I recognize and agree that this settlement is the compromise of disputed claims and that the consideration accepted and paid hereunder is not intended nor shall it be construed by anyone to be an admission of liability by Defendants, by whom all such liability is expressly denied. I fully acknowledge and agree that this release of Defendant Dorothy

Gorecki and Defendant Annette Alley will be binding on my heirs, representatives, executors, successors, administrators, and assigns.

I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Dated:

TAMI LEWIS