

Exhibit A

SETTLEMENT AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND
SANDLOT05, LLC, AND JARROD BLAKE

I. INTRODUCTION

1. Plaintiff United States and Defendants, Sandlot05, LLC (“Sandlot05”), Jarrod Blake, individually (“Blake”) and in his capacity as owner of Sandlot05 (collectively, “Parties”), agree to resolve all allegations as to Sandlot05 and Blake in the United States’ Complaint (ECF No. 1) through this Settlement Agreement (“Agreement”). The United States filed its Complaint on January 10, 2025 to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601, et seq. (“FHA”).

2. The United States’ Complaint alleges that Defendants Airbnb, Inc. (“Airbnb”), Sandlot05, and Blake discriminated against complainants, Charisse Ylitalo (“Ms. Ylitalo”) and Christopher Ylitalo (“Mr. Ylitalo”) (collectively, “the Ylitalos”) on the basis of familial status, in violation of the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3601-3619, with respect to a unit in a residential rental property located at 2232 Jordan Lane Southwest, Huntsville, AL 35805.

3. The Complaint followed an investigation and charge of discrimination by the Department of Housing and Urban Development (“HUD”) and election under 42 U.S.C. § 3612(o) by Defendants to proceed in federal court. Among other things, the Complaint alleges that Airbnb, an internet platform for short- and long-term property rentals, creates and provides content, tools, and templates from which persons listing properties available for booking (“hosts”) may identify and select preferences for prospective renters, including the option to designate listed properties as not suitable for children or infants.

4. The United States alleges that Sandlot05 and Blake own several properties listed on Airbnb's web and mobile platform, including the 2232 Jordan Lane property. Sandlot05 and Blake designated the 2232 Jordan Lane property as not suitable for children and infants. Ms. Ylitalo tried to rent Blake's properties several times. Blake denied Ms. Ylitalo's request and informed her twice that his property is not suitable for kids. Ms. Ylitalo contacted Airbnb Support, which similarly stated that the property listing indicates that "it is not suitable for children between 2-12 years old," and steered her to listings that accept children. A week later, Ms. Ylitalo contacted Airbnb Support a second time and they confirmed that there are listings that state the host does not allow children. Defendants deny these allegations.

5. During the relevant period that Ms. Ylitalo tried to rent the property, Sandlot05 owned the property, and Blake owned and managed Sandlot05.

6. Blake continues to own and manage the 2232 Jordan Lane property.

II. STATEMENT OF CONSIDERATION

7. The Parties agree that, to avoid the time, expense, and uncertainty of litigation, the claims against Defendants Sandlot05 and Blake should be resolved without further proceedings or a trial. Therefore, the United States and Defendants Sandlot05 and Blake agree to the entry of this Agreement. This Agreement constitutes a full resolution of the United States' claims against Defendants Sandlot05 and Blake.

8. In consideration of, and consistent with the terms of the Agreement, the Parties agree to file this Agreement as an exhibit to a stipulation to dismiss the Complaint (ECF No. 1) only as to Defendants Sandlot05 and Blake. The Parties agree and acknowledge that this consideration is accurate and sufficient.

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

III. GENERAL NONDISCRIMINATION PROVISIONS

9. Sandlot05 and Blake, their agents, employees, successors, and all other persons in active concert or participation with any of them, will comply with the FHA and shall not:

- a. Refuse to sell or rent after the making of a bona fide offer, or refusing to negotiate for the sale or rental of, or otherwise making unavailable or denying, a property to any person on the basis of familial status, in violation of 42 U.S.C. § 3604(a);
- b. Discriminate against any person in the terms, conditions, or privileges of sale or rental of a property, or in the provision of services or facilities in connection therewith, on the basis of familial status, in violation of 42 U.S.C. § 3604(b); and
- c. Make, print, or publish, or cause to make, print, or publish any notice, statement, or advertisement, with respect to the sale or rental of a property that indicates any preference, limitation, or discrimination on the basis of familial status, in violation of 42 U.S.C. § 3604(c).

IV. NONDISCRIMINATION PRACTICES, POLICIES, AND COMPLAINT PROCEDURE

10. Within 15 days of the Effective Date, Sandlot05 and Blake will ensure that any new advertising for units owned by Sandlot05, including but not limited to 3707 10th Street, 2222 Jordan Lane Southwest, and 2232 Jordan Lane Southwest, in Huntsville, Alabama (“Subject Properties”) placed 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, includes (a) a fair housing logo, (b) the phrase “Equal Housing Opportunity Provider”

and/or (c) these 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.”

11. Within 15 days of the Effective Date, Sandlot05 and Blake will publicly display within any location used as a rental office to rent the Subject Properties, a poster no smaller than 10 by 14 inches indicating that all units are available for sale or rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. § 110 satisfies this requirement. Sandlot05 or Blake may use HUD Form 928, available in English as of the date on which the Parties signed this Agreement at: <https://www.hud.gov/sites/documents/928.1.PDF>.

12. Within 30 days of the Effective Date, Sandlot05 and Blake will submit for approval to the United States a proposed Nondiscrimination Policy and Complaint Procedure. The Nondiscrimination Policy and Complaint Procedure will prohibit discrimination under the Fair Housing Act and will include a formal complaint procedure that directs individuals to a website or email address where complaints may be filed. Sandlot05 and Blake will ensure that formal and informal complaints by individuals who allege violations of the FHA are promptly reviewed and addressed by appropriate corrective action, including taking any necessary disciplinary action against staff.

13. Within five days of the United States’ approval of Sandlot05 and Blake’s Nondiscrimination Policy and Complaint Procedure, Sandlot05 and Blake will adopt and implement the Nondiscrimination Policy and Complaint Procedure.

14. Sandlot05 and Blake will provide a copy of the Nondiscrimination Policy and Complaint Procedure in the Subject Properties owned or managed by Sandlot05 and Blake during the term of this Agreement, at the same time the prospective tenant or tenant is provided

with a lease, rental agreement, or rental contract. Sandlot05 and Blake will also state in its listings that Airbnb's Nondiscrimination Policy and Complaint Procedure is available upon request.

V. MANDATORY EDUCATION AND TRAINING

15. Within 60 days of the Effective Date, Sandlot05 and Blake, their employees, agents, and any other persons involved in the rental or management of units, including property managers, or any employee involved in the approval or denial of rental requests, will attend in-person or virtual live training, with the opportunity to ask questions and receive answers, on the FHA (including familial status discrimination). The training will be conducted consistent with the following:

- a. The trainer or training entity will be independent of Sandlot05 and Blake, their employees, agents, or counsel, qualified to conduct such training, and approved by the United States at least 15 days before the training.
- b. Sandlot05 and Blake will submit to the United States the name and contact information of the person or organization proposed to provide the training, as well as an outline of the training and all materials to be distributed, at least 30 days before the training.
- c. Sandlot05 and Blake will distribute a copy of this Agreement and the Nondiscrimination Policy and Complaint Procedure to attendees.
- d. Each individual who receives the training will execute the Certificate of Training, included as Attachment A.
- e. The training will be videorecorded.
- f. Sandlot05 and Blake will bear any expenses associated with the training.

16. Each new employee, agent, or other person who becomes involved in the rental or management of units at the Subject Properties managed or listed by Sandlot05 and Blake will receive training within 30 days of the date on which their involvement begins by viewing the videorecording and receiving copies of written materials provided for that training. Each individual who receives the training will also execute the Certificate of Training.

VI. COMPLIANCE REPORTS

17. Within 90 days of the Effective Date, and every six months after that to reflect information from the preceding six-month period, Sandlot05 and Blake will submit to counsel for the United States a compliance report (“Compliance Report”). The Compliance Report will include:

- a. Copies of signed training certifications, as required by Paragraphs 15 and 16.
- b. Photographs showing the posted or distributed nondiscrimination policies, as required by Paragraphs 11 and 14.
- c. Copies of advertising for any units at the Subject Properties managed or listed by Sandlot05 and Blake, as required by Paragraph 10.
- d. Proof or attestation of transmission of the Nondiscrimination Policy and Complaint Procedure, as required by Paragraphs 12 and 14.
- e. Information related to any written or oral complaint against Sandlot05 and Blake, or against any of Sandlot05 or Blake’s employees, agents, or any other persons involved in the rental or management of units at the Subject Properties listed by Sandlot05 and Blake involving alleged discrimination under the FHA. At a minimum, this information should include a copy of the written complaint itself or a written summary of any oral complaint, and the name, address, and telephone

number of the complainant as well as Sandlot05 and Blake's response(s) to the complaints. Sandlot05 and Blake will also provide the United States with information concerning resolution of the complaint within 15 days of the resolution.

VII. MONETARY RELIEF FOR COMPLAINANTS

18. Sandlot05 and Blake will pay or cause to be paid a total of \$15,000 to the Ylitalos. Within the later of 30 days of the Effective Date of this Agreement or 30 days of the date Sandlot05 and Blake receive a release signed by Ms. Ylitalo or Mr. Ylitalo, the form of which is attached as Attachment B, Sandlot05 and Blake, or their insurer will pay the total sum of \$15,000 in monetary damages to the Ylitalos by delivering a check payable to Charisse or Christopher Ylitalo to counsel for the United States via overnight delivery. This payment is a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, Sandlot05 and Blake will not seek to discharge any part of this debt in bankruptcy.

VIII. RECORD-KEEPING AND REPORTING

19. Sandlot05 and Blake will preserve all records relating to their obligations under this Agreement. Representatives of the United States will be permitted, upon providing reasonable notice, to inspect and copy at reasonable times all records related to Sandlot05 and Blake's obligations under this Agreement.

20. During the pendency of any aspect of this civil litigation against Defendant Airbnb, Sandlot05 and Blake must still preserve and produce upon request all records and information that may be relevant to the claims and defenses being litigated by Defendant Airbnb. This includes, but is not limited to, accepting service of and complying with lawful subpoenas for information and testimony, including at a deposition, hearings, and at trial.

IX. DURATION, MODIFICATION, AND ENFORCEMENT

21. The Effective Date of this Agreement is the date of the last signature. Unless otherwise specified, all time periods designated for an action run from the Effective Date.

22. This Agreement will remain in effect for three years from the Effective Date.

23. The time frame for completion of any act required by this Agreement may be modified with the mutual written consent of the Parties. The Parties acknowledge such written agreement may be completed by email so long as the email has specific language designed to bind either Party.

24. The United States may review compliance with this Agreement and the FHA at any time, including, but not limited to, conducting fair housing tests at any location in which either Sandlot05 and Blake or their employees or agents conduct rental activities. Fair housing testing refers to the use of individuals who, without any bona fide intent to rent a home, apartment, or other dwelling, pose as prospective renters or buyers for gathering information.

25. Sandlot05 and Blake will cooperate fully with the United States' efforts to monitor compliance with this Agreement by making policies, records including complaints, personnel, and any other reasonably requested information available to the United States.

26. If the United States believes that Sandlot05 or Blake have failed to comply timely with any requirement of this Agreement, or that any requirement has been violated, the United States will notify Sandlot05 and Blake in writing and the Parties will try in good faith to resolve the issue. The Parties will negotiate in good faith to resolve informally any differences regarding interpretation or compliance with this Agreement prior to initiating court action. If the United States believes that Sandlot05 or Blake have failed to perform in a timely manner any act or term required by this Agreement, the United States will notify Sandlot05 or Blake in writing of its

concerns. Sandlot05 or Blake will have 14 days from the date of notification to cure the alleged breach.

27. If the Parties are unable to reach a resolution within 30 days, the United States may sue for breach of this Agreement, or any provision of it, in the United States District Court for the Northern District of California. In any action filed under this Paragraph, Sandlot05 and Blake agree not to contest the exercise of personal jurisdiction over it by this Court and not to raise any challenge on the basis of venue.

28. If the United States sues for breach of this Agreement as contemplated by Paragraph 27 above, the United States may seek, and the Court may grant as relief, any or all of the following: 1) an order mandating specific performance of any term or provision in this Agreement, regardless of whether monetary relief would be adequate; 2) an award of reasonable attorneys' fees and costs incurred in bringing an action to remedy breach of this Agreement; and 3) any other relief that may be authorized by law or equity.

29. 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.

30. All documents and communications required to be sent to the United States under this Agreement will be sent by email to Charlotte Lanvers (charlotte.lanvers@usdoj.gov) by overnight courier to Charlotte Lanvers (202-305-5703), Housing and Civil Enforcement Section/Civil Rights Division, 4 Constitution Square, 150 M Street NE / 8th Floor, Washington, DC 20002. The cover letter will include a subject line referencing Airbnb, et al. and DJ 175-11-381.

31. Except for the payment to the Ylitalos described in Paragraphs 18 and 28 (regarding remedies authorized by law or equity) all Parties will be responsible for their own attorney's fees, expenses, and costs associated with this action.

32. This Agreement does not purport to remedy any violation(s) or potential violation(s) of the FHA, or any other federal or state law, other than the violations alleged in the United States' Complaint as to Sandlot05 and Blake, nor does it affect Sandlot05 and Blake's continuing responsibility to comply with all provisions of the FHA. This Agreement does not remedy violations alleged as to Airbnb in the Complaint. This Agreement will have no impact upon the rights or claims of any individual not identified in this Agreement who has made, or may make, claims against Sandlot05 and Blake, even for issues addressed here. Nothing in this Agreement will preclude the United States from filing a separate action under the FHA, including for retaliation related to the FHA, or any other law, for any alleged violation not covered by this Agreement.

For Plaintiff the United States:

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Dated: June 6, 2025

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For Defendants Sandlot05, LLC and Jarrod Blake:

/s/ 
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Dated: June 6, 2025

Attachment A

Certificate of Training

I hereby acknowledge that on _____, 202____, I completed training conducted by _____ on the requirements of the Fair Housing Act, the Agreement entered by the United States District Court for the Northern District of California in United States v. Airbnb, et al., Case No. 3:25-cv-00348, and the Nondiscrimination Policy and Complaint Procedure described in the Agreement. I have also received and read a copy of the Agreement and the Nondiscrimination Policy and Complaint Procedure. I understand my obligation not to discriminate against any person related to residential rental housing because of sex, race, color, religion, national origin, disability, or familial status. I also understand my obligation not to retaliate against any individual for exercising a right protected by the Fair Housing Act.

Signature

Job Title/Position

Print Name

Date

Attachment B

Release of Claims

For and in consideration of the relief offered to me by Defendants Sandlot05, LLC, and Jarrod Blake under the Agreement between the United States of America and Sandlot05, LLC, and Jarrod Blake:

I, _____, hereby release and forever discharge Sandlot05, LLC, and Jarrod Blake and their current, past, and future officers, employees, administrators, agents, successors, and assigns, of and from any Fair Housing Act related claims arising out of the facts identified in the amended complaint filed in the United States District Court for the District of Northern California, United States v. Airbnb, et al., Case No. 3:25-cv-00348 or the allegations made in the Agreement.

This Release constitutes the entire agreement between Sandlot05, LLC, and Jarrod Blake and me, without exception or exclusion.

I acknowledge that a copy of the Agreement has been made available. By signing this Release, I acknowledge that I have been provided the opportunity to review the Agreement with an attorney of my choosing.

I have read this Release and understand the contents of it and I execute this Release of my own free act and deed.

Date: _____

Mailing Address _____

Signature _____