

**SETTLEMENT AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND
ROBERT ROSS AND RLR ENTERPRISES, LLC**

I. INTRODUCTION

1. Plaintiff United States, Intervenor-Plaintiff Deserea Debrienza (Ms. Debrienza), and Defendants RLR Enterprises, LLC (“RLR”), and Robert Ross, individually and in his capacity as owner of RLR Enterprises, LLC (“Mr. Ross” and collectively, the “Parties”), agree to resolve all allegations as to RLR and Mr. Ross in the United States’ Complaint (Dkt. # 1) and the Complaint in Intervention (Dkt. # 22) through this Settlement Agreement (“Agreement”). The United States filed its Complaint on June 3, 2024, 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 RLR and Mr. Ross, among others, discriminated against complainant, Ms. Debrienza on the basis of sex, in violation of the FHA, 42 U.S.C. §§ 3601-3619, with respect to residential rental properties located at 2 River Street, Apartment Number 4, Lewiston, Maine, (“Subject Property 1”) and 61 River Street, Apartment Number 3, Lewiston, Maine (“Subject Property 2” and together with Subject Property 1, the “Subject Properties”).

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 Ms. Debrienza to proceed in federal court. Among other things, the Complaint

alleges that while Ms. Debrienza was a tenant at the Subject Properties, she was subjected to repeated and unwanted sexual harassment.

4. At all times relevant to the Complaint, Defendant Methuselah Tree, LLC (“Methuselah”) owned Subject Property 1, and Defendant Henry Irvin Investments, LLC (“Henry Irvin”) owned Subject Property 2. At all times relevant to the Complaint, both Methuselah and Henry Irvin employed RLR as the onsite property manager. Mr. Ross was the sole member of RLR at all times relevant to the Complaint.

5. Methuselah no longer owns Subject Property 1. Henry Irvin no longer owns Subject Property 2. RLR and Mr. Ross no longer serve as onsite property manager for either of the Subject Properties.

II. STATEMENT OF CONSIDERATION

6. The Parties agree that, to avoid the time, expense, and uncertainty of litigation, the claims against Defendants RLR and Mr. Ross should be resolved without further proceedings or a trial. Therefore, the Parties agree to the terms of this Agreement. This Agreement constitutes a full resolution of the United States’ claims against RLR and Mr. Ross that are set forth in the Complaint (Dkt. # 1) and Ms. Debrienza’s claims that are set forth in the Complaint in Intervention (Dkt. # 22). Nothing in this Agreement shall be construed as a finding or admission of liability nor a concession by the United States or Ms. Debrienza that their claims are not well-founded.

7. 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 with prejudice the Complaint (Dkt. # 1) and the Complaint in Intervention (Dkt. # 22) as to RLR and Mr. Ross. The Parties agree and acknowledge that this consideration is accurate and sufficient.

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

III. PROHIBITION ON PROPERTY MANAGEMENT AND RESIDENTIAL RENTAL MAINTENANCE SERVICES

8. RLR and Mr. Ross and their agents, employees, successors, and all other persons in active concert or participation with any of them, will refrain from engaging in the management of residential rental properties and will refrain from providing repair or other maintenance services on residential rental properties for a period of 365 days from the Effective Date of this Agreement.

IV. MANDATORY EDUCATION AND TRAINING

9. Within ninety (90) days of the Effective Date of this Agreement, Mr. Ross, individually and on behalf of RLR, will attend in-person or virtual training on the FHA. Upon completion, Mr. Ross will execute and provide the Certificate of Training, included as Attachment A, and provide a course certification of completion, if available, to the United States. Mr. Ross may complete any of the following trainings:

- a. Training through a local Fair Housing group or public housing authority, such as the Maine State Housing Authority, which offers a free Understanding of Fair Housing training program;
- b. Training through the HUD Exchange course "Preventing Harassment for Private Housing Owners & Managers Participating in Voucher Programs," which is free and on demand, available at <https://www.hudexchange.info/trainings/courses/preventing-harassment-for-private-housing-owners-managers-participating-in-voucher-programs/2881/hudexchange.info/trainings>; or

c. Training through the Fair Housing Institute. These programs may have associated costs. Mr. Ross will bear any expenses associated with the training.

V. MONETARY RELIEF FOR COMPLAINANT

10. RLR and Mr. Ross will pay or cause to be paid a total of one thousand five hundred dollars (\$1,500.00) to Ms. Debrienza. Payment shall be made in the form of a check and delivered to counsel for Ms. Debrienza within sixty (60) days of the Effective Date of this Agreement or of the date on which RLR and Mr. Ross receive a release signed by Ms. Debrienza, whichever is later. The form of the release is attached as Attachment B. As a prerequisite to receiving any payment, Ms. Debrienza agrees to file a stipulation to dismiss with prejudice the Complaint in Intervention (Dkt. # 22) as to RLR and Mr. Ross.

11. This payment described in Paragraph 10 of this Agreement is a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, RLR and Mr. Ross will not seek to discharge any part of this debt in bankruptcy.

12. During the pendency of any aspect of this civil litigation against any remaining defendant, RLR and Mr. Ross must still preserve and produce upon request all records and information that may be relevant to the claims and defenses being litigated. 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.

VI. DURATION, MODIFICATION, AND ENFORCEMENT

13. 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.

14. The time 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.

15. The United States may review compliance with this Agreement and the FHA at any time, and RLR and Mr. Ross will cooperate fully with the United States' efforts to monitor compliance with this Agreement by making any reasonably requested information available to the United States.

16. If the United States believes that RLR and/or Mr. Ross have failed to comply with any requirement of this Agreement, or that any requirement has been violated, the United States will notify RLR and Mr. Ross 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 RLR and/or Mr. Ross have failed to perform in a timely manner any act or term required by this Agreement, the United States will notify RLR and Mr. Ross in writing of its concerns. RLR and Mr. Ross will have (fourteen) 14 days from the date of notification to cure the alleged breach.

17. If the Parties are unable to reach a resolution within thirty (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 District of Maine. In any action filed under this Paragraph, RLR and Mr. Ross 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.

18. If the United States sues for breach of this Agreement, 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.

19. 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.

20. All documents and communications required to be sent to the United States under this Agreement will be sent by email to Trevor Taniguchi (Trevor.Taniguchi@usdoj.gov) or by regular mail to Trevor Taniguchi, Assistant United States Attorney, 100 Middle Street, 6th Floor, East Tower, Portland, ME 04101.

21. All documents and communications required to be sent to Ms. Debrienza will be sent by email to Michael Spalding (mspalding@ptla.org) or by regular mail to Pine Tree Legal Assistance, Attn: Michael Spalding, P.O. Box 547, Portland, ME 04112.

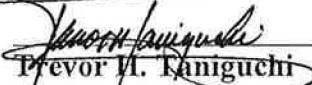
22. Except for the payment to Ms. Debrienza described in Paragraph 10, all Parties will be responsible for their own attorney's fees, expenses, and costs associated with this action.

23. 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 RLR and Mr. Ross, nor does it affect RLR and Mr. Ross's continuing responsibility to comply with all provisions of the FHA. This Agreement will have no impact upon the rights or claims of any individual not identified in this Agreement. 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

DATED: 8/8/2025

BY: _____


Trevor H. Taniguchi

Assistant United States Attorney
Office of the United States Attorney
District of Maine

For Intervenor-Plaintiff

DATED: _____

BY: _____

Michael Spalding
Pine Tree Legal Assistance, Inc.
Attorney for Plaintiff Intervenor

DATED: _____

BY: _____

Deserea Debrienza

For Defendants RLR Enterprises, LLC and Robert Ross

DATED: _____

BY: _____

Robert Ross
Individually and on behalf of RLR Enterprises, LLC

For Plaintiff the United States

DATED: _____

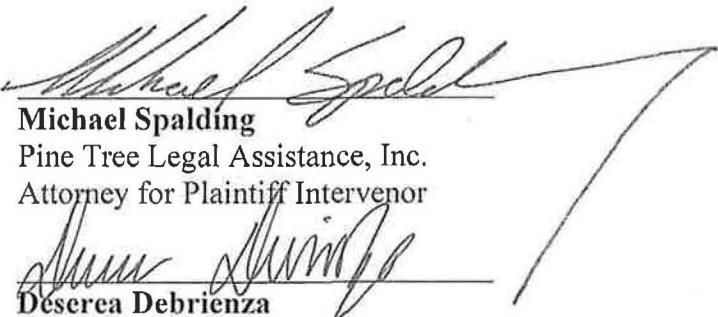
BY: _____

Trevor H. Taniguchi
Assistant United States Attorney
Office of the United States Attorney
District of Maine

For Intervenor-Plaintiff

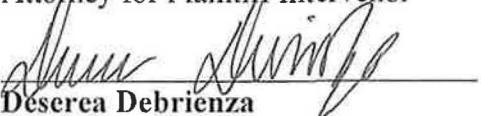
DATED: 8/6/2025

BY: _____


Michael Spalding
Pine Tree Legal Assistance, Inc.
Attorney for Plaintiff Intervenor

DATED: 8/6/25

BY: _____


Deserea Debrienza

For Defendants RLR Enterprises, LLC and Robert Ross

DATED: _____

BY: _____

Robert Ross
Individually and on behalf of RLR Enterprises, LLC

For Plaintiff the United States

DATED: _____

BY: _____

Trevor H. Taniguchi
Assistant United States Attorney
Office of the United States Attorney
District of Maine

For Intervenor-Plaintiff

DATED: _____

BY: _____

Michael Spalding
Pine Tree Legal Assistance, Inc.
Attorney for Plaintiff Intervenor

DATED: _____

BY: _____

Deserea Debrienza

For Defendants RLR Enterprises, LLC and Robert Ross

DATED: 8-08-25

BY: _____


Robert Ross

Individually and on behalf of RLR Enterprises, LLC

Attachment A

Certificate of Training

I hereby acknowledge that on _____, 202____, I completed training conducted by _____ on the requirements of the Fair Housing Act pursuant to the Agreement entered by the United States District Court for the District of Maine in United States v. Methuselah Tree, LLC, et al., Case No. 2:24-cv-00204. 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

Date

Print Name

Attachment B
Release of Claims

For and in consideration of the relief offered to me by Defendants RLR Enterprises, LLC, and Robert Ross under the Agreement between the United States of America and RLR Enterprises, LLC and Robert Ross:

I, Deserea DeBrienzo, hereby release and forever discharge RLR Enterprises, LLC and Robert Ross of and from any Fair Housing Act related claims arising out of the facts identified in the Complaint as well as any and all claims that were brought and could have been brought in the Complaint in Intervention filed in the United States District Court for the District of Maine, United States v. Methuselah Tree, LLC, et al., Case No. 2:24-cv-00204 or the allegations made in the Agreement.

This Release constitutes the entire agreement between RLR Enterprises, LLC and Robert Ross 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:

8/6/2025
PTLA
Attn: Mike Spillman
PO Box 547
Portland, ME 04102

Mailing Address

Signature

