

***United States of America v. Onyx Asset Management, LLC, et al., No. 1:25-cv-00008-AJ***  
**(D.N.H.)**

**SETTLEMENT AGREEMENT**

**I. INTRODUCTION**

1. This Settlement Agreement (“Agreement”) is entered into between Plaintiff, the United States of America, through the Department of Justice, and Defendants Onyx Asset Management, LLC; MVV, LLC; and Jonathan Warren (“Defendants”). The United States has brought an action on behalf of Karen Grandmaison (“K.G.”). The United States and Defendants are referred to herein as the “Parties.”

**II. RECITALS**

2. This Agreement resolves the United States’ claims in the lawsuit *United States v. Onyx Asset Management, LLC, et al.*, No. 1:25-cv-00008-AJ, which was filed in the United States District Court for the District of New Hampshire on January 6, 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. §§ 3601-3631 (“the Act” or “the FHA”).

3. The United States filed this action pursuant to 42 U.S.C. § 3612(o) on behalf of Complainant K.G., a woman with a disability who resides in the Mountainvale Village Mobile Home Park in Center Conway, New Hampshire (the “Subject Property”).

4. The Complaint alleges that Defendants discriminated against K.G. because of her disability by refusing to make a reasonable accommodation in their rules and policies when such an accommodation was necessary to provide K.G. with an equal opportunity to use and enjoy her dwelling. *See* 42 U.S.C. §§ 3604(f)(2), (f)(3)(B).

5. The Defendants deny all claims and allegations made against them.

6. The Parties have agreed that the United States’ claims against Defendants should

be resolved amicably and without further litigation. Therefore, the Parties consent to the entry of this Agreement, as shown by the signatures below.

7. The Parties agree and acknowledge that K.G. has sought to intervene in this lawsuit pursuant to her statutory rights under 42 U.S.C. § 3612(o)(2). This Agreement does not resolve her claim or inhibit her from seeking monetary damages on her own behalf; nor does this Agreement waive any defenses the Defendants have or may have to such claims.

### **III. STATEMENT OF CONSIDERATION**

8. In consideration of, and consistent with, the terms of this Agreement, the United States will dismiss its claims against Defendants in the underlying lawsuit with prejudice and as set forth in Paragraph 27. The Parties agree and acknowledge that this consideration is adequate and sufficient.

### **IV. DEFINITIONS**

9. This Agreement's "effective date" is the date of the signature of the last signatory to this Agreement.

10. The "Subject Property" refers to Mountainvale Village Mobile Home Park in Center Conway, New Hampshire.

11. An "arms-length transaction" is one that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that transaction.

12. A "bona fide, independent third-party purchaser" is one with whom Defendant has no current or past financial, contractual, personal, or familial relationship.

### **V. TERMS AND CONDITIONS**

The Parties agree and covenant as follows:

**a. Prohibition Against FHA Violations**

13. Defendants, their agents, their employees, and all others in active concert or participation with them, will not discriminate on the basis of a disability as prohibited by the FHA, and are hereby prohibited from:

- a. Discriminating against any person in the terms, conditions, or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in connection with such a dwelling, because of a disability, or because of the disability of someone associated with that person, in violation of 42 U.S.C. § 3604(f)(2); and
- b. Refusing to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B).

**b. Reasonable Accommodation Policy**

14. Defendants shall adopt the reasonable accommodation policy set forth in Appendix A (the “Reasonable Accommodation Policy”) and implement it for all requests for an assistance animal at the Subject Property.

15. The Reasonable Accommodation Policy, once adopted, shall supersede all existing policies, procedures, and resolutions concerning or affecting approval of reasonable accommodations for assistance animals at the Subject Property.

16. Within thirty (30) days of the effective date of this Agreement, Defendants shall notify in writing each resident of the Subject Property of the adoption and implementation of the Reasonable Accommodation Policy.

17. Within thirty (30) days of the effective date of this Agreement, Defendants shall notify all employees and/or agents who have management or administrative duties with respect to the sale or rental of housing at the Subject Property of their obligations under the Reasonable Accommodation Policy.

**c. Non-Discrimination Policy**

18. Within thirty (30) days of the effective date of this Agreement, Defendants shall post and prominently display at any place of business where Defendants conduct sale or rental activity and/or have personal contact with applicants for properties, a sign no smaller than 11 inches by 14 inches indicating that all units are available for sale or rental on a non-discriminatory basis. An 11-by-14-inch poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. Defendants may use HUD Form 928, which is available online at <https://www.hud.gov/sites/documents/928.1.pdf>.

19. Defendants shall ensure that any new advertising in newspapers, in telephone directories, on radio, on television, on the internet, or in other media, and any signs, pamphlets, websites, brochures, rental applications, leases, and other promotional literature involving the Subject Property includes a fair housing logo, the phrase “Equal Opportunity Provider,” and/or the following sentences:

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

**d. Mandatory Education and Training**

20. Within ninety (90) days of the effective date of this Agreement, Defendants and all of Defendants’ employees and/or agents who have management or administrative duties with respect to the sale or rental of housing at the Subject Property shall attend, at the Defendants’

expense, a live training program regarding the Fair Housing Act, including in particular the FHA's prohibitions against disability discrimination. The training may be conducted virtually. The training shall be conducted by a qualified third party, approved at least fourteen (14) days in advance by the United States, and unconnected to Defendants, their employees, agents, or Counsel.

21. Any new employees or agents hired or engaged by Defendants who will perform management or administrative duties with respect to sale or rental of housing at the Subject Property will attend fair housing training within thirty (30) days of the start of their employment or agency relationship. Defendants shall bear the costs associated with the training. Such new employees may fulfill training requirements by watching recorded presentations of earlier trainings.

22. All persons required under Paragraphs 20-21 to attend training shall, within fourteen (14) days of completing the training, certify in writing that they have participated in the educational training program, and that they understand and acknowledge their duties and responsibilities under this Agreement and the federal Fair Housing Act. Such certification shall take the form of Appendix B to this Agreement, and be maintained in each employee's personnel file.

**e. Reporting and Recordkeeping**

23. Defendants shall notify and provide documentation to the United States of the following events within fourteen (14) days of their occurrence:

- a. The adoption of the Reasonable Accommodation Policy, in accordance with Paragraph 14 of this Agreement;
- b. The notification of residents about the adoption and implementation of the Reasonable Accommodation Policy, in accordance with Paragraph 16;

- c. The notification of employees and agents about their obligations under the Reasonable Accommodation Policy, in accordance with Paragraph 17;
- d. The posting of the nondiscrimination notice, in accordance with Paragraph 18;
- e. The completion of FHA training for all current employees, in accordance with Paragraphs 20 and 21;
- f. The denial of a request for a reasonable accommodation by any person at the Subject Property, including the requester's name, address, and telephone number, the date of the request, the details of the request, and the written explanation provided to the requestor for denying the request;
- g. Any conditions proposed or imposed by Defendants on a tenant or prospective tenant who keeps or requests to keep an assistance animal at the Subject Property, including the resident's name, address, and telephone number, and the details of the request and the reason(s) for any proposed conditions; and
- h. The making of any written or oral complaint against Defendants regarding discrimination on the basis of disability for failure to provide a reasonable accommodation, including a copy of the written complaint itself or a written summary of an oral complaint, 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.

24. Defendants shall be responsible for the preparation of twice-yearly compliance reports beginning six months from the effective date of this Agreement and continuing every six months thereafter, except that the final report shall be submitted sixty (60) days prior to the expiration of this Agreement. The compliance report shall include:

- a. Copies of any advertising for sale or rental at the Subject Property in newspapers, in telephone directories, on radio, on television, on the internet, or in the other media published since the effective date of this Agreement or the submission of the prior compliance report; and
- b. A list of all reasonable accommodation requests related to assistance animals that are submitted to Defendants by persons at the Subject Property, including residents or prospective residents, since the effective date of this Agreement or the submission of the prior compliance report. The list shall include the name and contact information of the requestor, the address of the property for which the request was made, the date of the request, the nature of the request, and whether the request was granted or denied.

25. While this Agreement remains in effect, 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.

## **VI. DURATION AND SCOPE**

26. This Agreement shall be in effect for a period of three (3) years from the effective date.

27. At a time jointly determined by the Parties, the United States shall voluntarily dismiss with prejudice its claims in the underlying litigation. The voluntary dismissal with prejudice of the United States' claims shall not preclude K.G. from intervening in this case prior to the dismissal or bringing her claims in a separate action. To provide K.G. the opportunity to intervene pursuant to 42 U.S.C. § 3612(o)(2), the Parties shall meet and confer to jointly determine

the appropriate time to file the Notice of Dismissal.

28. Any time limits for performance imposed by this Agreement may be extended by mutual written agreement of the Parties.

29. The provisions of this Agreement shall apply to Defendants, their officers, agents, employees, successors, and assigns.

30. If, at any time before the expiration of this Agreement, a Defendant sells or otherwise relinquishes their ownership interest and/or management responsibilities of the Subject Property to a bona-fide, independent third party in an arms-length transaction, that Defendant's obligations under this Agreement shall cease.

31. If, at any time while this Agreement remains in effect, any Defendant maintains that its obligations under this Agreement have terminated or changed because it has relinquished, sold or transferred its management duties and/or ownership interest in the Subject Property to a bona-fide third-party in an arms-length transaction, that Defendant shall inform the United States within thirty (30) days of such transaction and provide the date of the sale or transfer, copies of the sale or transfer documents, and the name(s) and contact information for the transferee.

32. If any transfer of interest in the Subject Property is not an arms-length transaction, Defendants shall remain jointly and severally liable, along with the transferee, for any violations of this Agreement.

## **VII. EXECUTION**

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

34. This Agreement, including Appendices A–B, constitutes the complete agreement between 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.

35. This Agreement is governed by and shall be interpreted under the laws of the United States.

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

37. 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.

38. This Agreement is a public document. Both Parties consent to the United States' disclosure of this Agreement and information about this Agreement, to the public.

39. 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.

40. 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.

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

of New Hampshire.

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

43. The United States may review compliance with this Agreement and the FHA at any time.

44. The Defendants will cooperate fully with the United States' efforts to monitor compliance with this Agreement by making policies and records, including complaints, personnel, and any other reasonably requested information, available to the United States upon reasonable notice.

45. If the United States believes that the Defendants have failed to comply timely with any requirement of this Agreement, or that any requirement has been violated, the United States will notify the Defendants 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. The Defendants will have 14 days from the date of notification to cure the alleged breach.

46. 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 District of New Hampshire.

47. If the United States sues for breach of this Agreement as contemplated by the above Paragraph, the United States may seek, and the Court may grant appropriate relief.

48. 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.

## **VIII. COSTS OF LITIGATION**

49. All Parties shall be responsible for their own attorney's fees and costs associated with this action.

## **IX. TERMINATION OF LITIGATION HOLD**

50. The Parties agree that, as of the effective date of this Agreement, litigation involving the United States is not "reasonably foreseeable" concerning the matters described in the United States' Complaint. To the extent that the United States previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described in the Complaint, it is no longer required to maintain such a litigation hold. Nothing in this Paragraph relieves any of the Parties of any other obligations imposed by this Agreement.

Dated: August 7, 2025

**FOR THE UNITED STATES OF AMERICA**

JOHN J. MCCORMACK  
Acting United States Attorney

Respectfully Submitted,

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## **APPENDIX A**

### **Assistance Animal 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 owners and managers of Mountainvale Village Mobile Home Park (“Mountainvale”), 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 Mountainvale.

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 our policies. We recognize the importance of Assistance Animals and are committed to ensuring that our tenants with Assistance Animals – whether owners, occupants, or renters – may keep them in their units.

If an applicant or resident with a disability requests a reasonable accommodation for an Assistance Animal, we will determine whether the animal may be necessary to afford the resident an equal opportunity to enjoy living at Mountainvale. 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 we 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 our operations; or (3) would pose a direct threat to the health and safety of other people.

In the case of an applicant or resident who requests a reasonable accommodation for an Assistance Animal and the disability of the applicant or resident and/or the necessity for the Assistance Animal is not obvious, we may require a written verification from a Health or Social Service Professional<sup>1</sup> indicating that the applicant has a disability<sup>2</sup> and the presence of the animal may be necessary to provide the applicant or resident an equal opportunity to use and enjoy his/her

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<sup>1</sup> “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. The Health or Social Service Professional should have personal knowledge of their patient/client – i.e., the knowledge used to diagnose, advise, counsel, treat, or provide health care or other disability-related services to their patient/client.

<sup>2</sup> 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.

apartment. In the event that an applicant or resident requests a reasonable accommodation to own more than one assistance animal, our company may ask in the verification if there is a separate disability, or separate disability related need to own more than one assistance animal for the same requesting individual.

We will not require:

- i. That the Assistance Animal have any specific training or certification;<sup>3</sup>
- ii. That the Assistance Animal be subject to breed 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 we seek verification of a tenant's disability and the need for an Assistance Animal, we 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; or
- iii. Require an interview with the Health or Social Service Professional.

In processing requests for Assistance Animals, we 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, including the tenant file, if tenant files are kept in a secure area to which only those designated persons have access, except as otherwise required by law. We may keep in our computer records or other reports information that an animal has been approved for the household.

A person with a disability may request a reasonable accommodation orally, but we may ask the person with the disability to complete or assist in completing a "Form to Request An Assistance Animal." We 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, sale or leasing agent, or his or her designee will provide assistance or will fill out the form based on an

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<sup>3</sup> A question about training may be asked in the limited circumstance outlined in the FHEO Notice 2020-01. *See* Department of Housing and Urban Development, Notice: Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act ("Notice"), FHEO-2020-1 (Jan. 28, 2020).

oral request. We are using the form to record reasonable accommodation requests so that we can obtain only the information necessary to make a reasonable accommodation decision and not to obtain confidential information that we do not need to make a reasonable accommodation decision.

Once we receive the request for an assistance animal and, if applicable, additional verifying information, we 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](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint)

## **APPENDIX B**

### **CERTIFICATION OF FHA TRAINING AND RECEIPT OF REASONABLE ACCOMMODATION POLICY**

I, \_\_\_\_\_, certify that I have received a copy of the Reasonable Accommodation Policy for the Mountainvale Village Mobile Home Park. I have read and understand the Policy and had an opportunity to have my questions about the Policy answered. I further certify that I attended training on the federal Fair Housing Act (“FHA”), which included training on the FHA’s provisions related to reasonable accommodations, including discriminatory statements and actions prohibited by the FHA. I have had all of my questions concerning this topic answered to my satisfaction.

Name of Course & Instructor: \_\_\_\_\_

Training Date: \_\_\_\_\_ Number of hours spent taking the course: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date