

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND
JOY NOURSE, DANIELLE NOURSE, ZIDEC LLC, AND
DECOY RV PARK LLC**

I. INTRODUCTION

1. This Settlement Agreement (“Agreement”) is entered into between Plaintiff United States of America (“United States” or “Plaintiff”) and Defendants Joy Nourse, Danielle Nourse, Zidec LLC, and Decoy RV Park LLC (collectively, “Defendants”).

II. RECITALS

2. This Agreement resolves the claims asserted in *United States v. Joy Nourse et al.* (24-cv-00469-AKB), filed in the United States District Court of Idaho on October 9, 2024 to enforce the federal Fair Housing Act, 42 U.S.C. §§ 3601 *et seq.* (“the Act” or “FHA”).

3. The United States filed this action following an investigation and charge of discrimination by the U.S. Department of Housing and Urban Development (“HUD”) and election under 42 U.S.C. § 3612(o) to proceed in federal court. The Complaint alleges that Defendants discriminated against Katrina Chase (“Ms. Chase”), a person with a mental health disability. During the relevant time period, Ms. Chase lived in a residential rental property called Decoy RV Park that is owned and managed by Defendants and is located at 15702 Riverside Road in Caldwell, Idaho (“Subject Property”).

4. The Complaint alleges Defendants violated the FHA by (1) denying Ms. Chase a reasonable accommodation by refusing to allow her to keep her assistance animal because it exceeded a 15-lb weight limit on animals and by charging a “pet fee” for her assistance animal, in violation of 42 U.S.C. § 3604(f)(3)(B); (2) making statements indicating a preference, a limitation, or discrimination based on disability, in violation of 42 U.S.C. § 3604(c), and (3) coercing, intimidating, or interfering with Ms. Chase because of her exercise of her fair housing

rights, in violation of 42 U.S.C. § 3617, by terminating Ms. Chase's leasehold shortly after she filed a fair housing complaint with HUD.

5. The Parties have agreed that the claims against Defendants should be resolved through settlement and without further litigation.

III. STATEMENT OF CONSIDERATION

6. In consideration of, and consistent with, the terms of this Agreement, the Parties will move jointly for dismissal of the United States' claims against Defendants in the underlying lawsuit, as set forth in Paragraph 24. The Parties agree that this consideration is adequate and sufficient.

IV. TERMS AND CONDITIONS

a. Prohibition Against FHA Violations

7. Defendants, their agents, employees, and all others in active concert or participation with them, will not discriminate on the basis of disability as prohibited by the FHA, and are hereby prohibited 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);
- b. Discriminating against any person in the terms, conditions, or privileges of the 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);
- c. 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);

- d. Making statements with respect to the rental of a dwelling that indicated a preference, limitation, or discrimination based on disability, in violation of 42 U.S.C. § 3604(c); and
- e. Coercion, intimidation, threats, or interference with any person in the exercise or enjoyment of, or on account of their having exercised or enjoyed, any right granted or protected by the Act, in violation of 42 U.S.C. § 3617.

b. Reasonable Accommodation Policy

8. Defendants agree that, with respect to assistance animals required as reasonable accommodations under the FHA, they shall not impose any weight or breed limits consistent with the Reasonable Accommodation Policy set forth in Appendix A (the “Reasonable Accommodation Policy”).

9. As stated in the Reasonable Accommodation Policy, Defendants shall not charge or apply any pet fees for assistance animals that are allowed as a reasonable accommodation.

10. Within thirty (30) days of the effective date of this Agreement, Defendants shall adopt the Reasonable Accommodation Policy and implement it for all requests for an assistance animal at the Subject Property and any other residential properties owned or operated by any of the Defendants.

11. 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.

12. Within forty-five (45) days of the effective date of this Agreement, Defendants shall notify in writing each resident of the Subject Property and any other residential properties owned or operated by any of the Defendants of the adoption and implementation of the Reasonable Accommodation Policy.

13. Within forty-five (45) days of the effective date of this Agreement, Defendants shall post and prominently display the Reasonable Accommodation Policy in each and every location where activity related to the management or rental of dwellings occurs.

14. Within thirty (30) days of the effective date of this Agreement, Defendants shall notify all employees or agents who have management or administrative duties with respect to the rental of housing at the Subject Property and any other residential properties owned or operated by any of the Defendants of their obligations under the Reasonable Accommodation Policy.

15. Defendants shall notify and provide documentation to the United States of the events described in Paragraphs 10 through 14 within fourteen (14) days of their occurrence.

c. Non-Discrimination Practices

16. Within thirty (30) days of the effective date of this Agreement, Defendants shall post and prominently display at any place of business where Defendants or their agents conduct sale or rental activity 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 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>.

17. 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 includes a fair housing logo, the phrase “Equal Opportunity Provider,” 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.”

18. Defendants shall notify and provide documentation to the United States of the events described in Paragraphs 16 and 17 within fourteen (14) days of their occurrence.

d. Mandatory Education and Training

19. Within sixty (60) days of the effective date of this Agreement, Defendants’ employees or agents who have management or administrative duties with respect to the rental of housing at the Subject Property shall attend, at the Defendants’ expense, a virtual training program regarding the Fair Housing Act, including in particular the FHA’s prohibitions against disability discrimination.

20. All persons required under Paragraphs 19 to attend training shall, within fourteen (14) days of completing the training, certify 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.

e. Relief for Complainant

21. Within fourteen (14) days of the effective date of this Agreement, Defendants shall pay the total sum of TWENTY THOUSAND DOLLARS (\$20,000.00) in a cashier’s check payable to Katrina Chase and delivered via overnight mail to Amie Murphy, 150 M St. NE, 8th Floor, Washington, D.C. 20002. Defendants will be jointly and severally liable for making this payment.

22. As a prerequisite to receiving payment pursuant to Paragraph 21, Ms. Chase shall first execute a release of all claims that she may have against Defendants for the reasonable accommodation claim alleged in this action. The release shall take the form of Appendix C to this Agreement. The United States shall deliver the signed release to Defendants' Counsel upon receipt of the check referenced above.

V. DURATION, JURISDICTION, AND SCOPE

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

24. The United States will file a joint motion to dismiss this action with prejudice within 7 days of receipt of the payment described in Paragraph 21 of this Agreement.

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

VI. IMPLEMENTATION AND ENFORCEMENT

26. In the event the United States files a civil action to remedy breach of this Agreement, the United States may seek, and the Court may grant as relief, the following: 1) an order mandating specific performance of any term or provision in this Agreement, without regard to 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 additional relief that may be authorized by law or equity. 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.

27. 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.

VII. EXECUTION

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

29. This Agreement, including Appendices A–C, 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.

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

31. 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.

32. 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.

33. 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.

34. 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.

VIII. COSTS OF LITIGATION

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

IX. TERMINATION OF LITIGATION HOLD

36. The Parties agree that, as of the effective date of this Agreement, litigation is not "reasonably foreseeable" concerning the matters described in the United States' Complaint. To the extent that any of the Parties previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described in the Complaint, they are 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.

FOR THE UNITED STATES OF AMERICA:

Dated: _____

JUSTIN D. WHATCOTT
ACTING UNITED STATES ATTORNEY

JAMES P. SCHAEFER
Civil Chief
United States Attorney's Office
District of Idaho

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division

CARRIE PAGNUCCO
Chief

/s/ 
AMIE S. MURPHY
Deputy Chief

United States Department of Justice
Civil Rights Division

Housing and Civil Enforcement Section
U.S. Department of Justice
4 Constitution Square
150 M St., NE, Suite 800
Washington, D.C. 20530
Tel: (202) 710-2326
Fax: (202) 514-1116
mary.e.rosenberg@usdoj.gov
max.lapertosa@usdoj.gov

**FOR DEFENDANTS JOY NOURSE, DANIELLE NOURSE, ZIDEC LLC, AND
DECOY RV PARK LLC**

Dated:

/s/

Kevin E. Dinius
Sarah Hallock-Jayne
Dinius Law
5680 E. Franklin Rd., Suite 130
Nampa, ID 83687

Date:

01/21/2026

Joy Nourse
Joy Nourse

Date:

Danielle Nourse

Date:

01/21/2026

George W. Nourse
Zidec LLC

Date:

Decoy RV Park LLC

Kevin E. Dinius

Sarah Hallock-Jayne

Dinius Law

5680 E. Franklin Rd., Suite 130

Nampa, ID 83687

Date: _____

Joy Nourse

Date: 01/16/2026
Danielle Nourse

Danielle Nourse

Date: _____

Zidec LLC

Date: 01-16-2026
[Signature]

Decoy RV Park LLC

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APPENDIX A

ASSISTANCE ANIMAL AND REASONABLE

APPENDIX A

ASSISTANCE ANIMAL AND REASONABLE ACCOMMODATION POLICY

The federal Fair Housing Act requires housing owners and managers provide reasonable accommodations for applicants and residents who have disabilities. The owners and managers of Decoy RV Park and its 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, including lots intended for trailers or recreational vehicles..

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."

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 property owned or operated by Defendants. 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 low vision, or a dog alerting a Deaf individual that someone is at the door. 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. A determination that an individual poses a direct threat must rely on an individualized assessment that is based on reliable objective evidence (e.g., current conduct, or a recent history of overt acts). The assessment must consider: (1) the nature, duration, and severity of the risk of injury; (2) the probability that injury will actually occur; and (3) whether there are any reasonable accommodations that will eliminate the direct threat.

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 "Knowledgeable

Professional”¹ indicating that the applicant has a disability² and the presence of the animal may be necessary to provide the applicant or resident an equal opportunity to use and enjoy his/her 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 that:

- i. The Assistance Animal have any special training or certification;
- ii. The Assistance Animal be subject to breed or weight restrictions;
- iii. The Assistance Animal be required to wear a vest or other insignia that identifies it as an Assistance Animal; or
- iv. 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 Knowledgeable Professional would be willing to testify in a court proceeding regarding the request for accommodation;
- ii. Require the Knowledgeable Professional to provide a curriculum vitae; or
- iii. Require an interview with the Knowledgeable 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

¹ “Knowledgeable Professional” means a doctor or medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability and may also provide verification of a disability. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry.

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.

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” (attached to this Policy). 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 make a reasonable accommodation decision.

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 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 14 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 Department of Housing and Urban Development, <https://www.hud.gov/fairhousing/fileacomplaint>, and the U.S. Department of Justice, Civil Rights Division, <https://civilrights.justice.gov/>

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. We and our 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.

Under fair housing laws, a person is entitled to a reasonable accommodation if he or she has a disability, 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 our property, please complete this form and return it to us. Please check all items that apply and answer all questions in Part 1 of this Form. If you have a disability that is obvious or known, and the need to own an assistance animal is obvious or known (such as a seeing eye dog), we will approve the request without seeking third-party verification.

If the disability is not obvious, or known or the need for an assistance animal is not obvious or known, we will ask that you complete Part 2 of this form identifying a knowledgeable professional (“Provider”) so that we may seek third-party verification. To ensure that this verification comes from the Provider and has not been altered or changed, Part 2 also asks for the name and address or e-mail of the Provider and requests your consent to allow the Provider to answer certain questions regarding your animal request. If applicable, we will mail or fax the request to the Provider within three days of receiving this form and your consent in Part B. In most cases we will be able to respond to this request in writing within 14 days of receiving the request for an assistance animal and, if applicable, the verification from the Provider. Completion of the form by a Provider is not required for approval; the Provider may provide the information requested in another format. All information provided to us 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.

PART 1: QUESTIONS FOR REQUESTOR

1. Do you require help 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 with 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

Name of minor with a disability (if applicable)

PART 2: CONSENT AND RELEASE FOR INFORMATION

The person named above as a person with a disability, and signing below, is an applicant or resident, or is the adult guardian of a minor child household member of an applicant/resident at:

[name of property; address and contact information of property]

By my signature below, my knowledgeable professional is authorized to provide the information requested on the next page of this form about me, or about the minor child.

Print Name

Date

If information is requested for a minor, print minor's name below:

Minor's Name

Date

Name of Provider

Address for Knowledgeable Professional

Telephone number for Knowledgeable Professional

Fax number for Knowledgeable Professional

Signature of applicant, resident, or adult guardian

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 properties owned by Defendants. 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 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

APPENDIX C

RELEASE

In consideration of the Settlement Agreement entered in *United States of America v. Danielle Nourse, et al.*, Civil Action No. 24-cv-00469-AKB (D. Idaho) (the “action”) and of the payment of the total sum of \$20,000 to me pursuant to that Settlement Agreement, I, Katrina Chase, hereby release Joy Nourse, Danielle Nourse, Zidec LLC, and Decoy RV Park, LLC and their subsidiaries, affiliates, officers, directors, shareholders, members, agents, employees, successors and assigns from any and all liability for any claims, legal or equitable, we may have against the Released Parties arising out of the claims alleged in the action, as of the date of the entry of the Settlement Agreement. I hereby acknowledge that I have read and understand this release and have executed it freely and voluntarily and with full knowledge of its legal consequences.

Dated:

Katrina Chase