

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

GREENBRIAR PARTNERS, LLC,
JACKSON PROPERTIES AND
FINANCIAL SERVICES, LLC, and
ERWIN D. JACKSON,

Defendants

Case No. 4:25-cv-13-AW-MJF

SETTLEMENT AGREEMENT

INTRODUCTION

1. This settlement agreement (“Agreement”) is entered into between Plaintiff, the United States, and Greenbriar Partners, LLC, Jackson Properties and Financial Services, LLC, and Erwin D. Jackson (“Defendants”) (collectively, the “Parties”) and resolves the United States’ claims in this action.

2. The United States filed this action 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 (“FHA”), 42 U.S.C. §§ 3601-3619. The action was filed pursuant to 42 U.S.C. § 3612(o), on behalf of Sarah Williams, an individual with mental and psychiatric disabilities who rented an apartment from the Defendants in Tallahassee.

3. The Complaint alleges that Defendants violated the FHA, 42 U.S.C.

§§ 3604(f)(1), 3604(f)(2), 3604(f)(3)(B), by denying Ms. Williams' request for a reasonable accommodation to obtain an assistance animal.

4. Defendants deny the allegations.

The Parties agree as follows:

STATEMENT OF CONSIDERATION

5. The Parties have agreed that the United States' claims against Defendants on behalf of Ms. Williams should be resolved amicably and without further litigation. Therefore, the Parties consent to the entry of this Agreement.

6. In consideration of, and consistent with, the terms of this Agreement, the Parties will move jointly for dismissal of this lawsuit and all claims contained therein. The Parties agree and acknowledge that this consideration is adequate and sufficient.

TERMS AND CONDITIONS

A. General Covered Property Rental Provisions

7. "Covered Properties" mean the residential rental properties owned and/or managed by any Defendants, listed in **Appendix A**. If any Defendant acquires additional ownership or management interests in a residential rental property in the future, that property will become a Covered Property.

8. Defendants, their agents, employees, successors, and all other persons in active concert or participation with any of them, will not:

- a. Discriminate in the rental of, or otherwise make unavailable or deny, a dwelling at a Covered Property to a renter on the basis of disability;
- b. Discriminate against a person in the terms, conditions, or privileges of rental of a dwelling at a Covered Property, or in the provision of services or facilities in connection with such dwelling, on the basis of disability;
- c. Refuse to make reasonable accommodations for assistance animals or otherwise in rules, policies, practices, or services, when such accommodations may be necessary to afford a person equal opportunity to use and enjoy a dwelling; or
- d. Publicly disseminate, on social media or otherwise, confidential information about tenants' requests for assistance animals or other reasonable accommodations, which identify the persons submitting such requests and details about their disability.

B. Assistance Animal Reasonable Accommodation Policy

9. Within 5 days of the effective date of this Agreement, Defendants shall adopt the Jackson Properties Assistance Animals Policy at **Appendix B** (the "Assistance Animals Policy"), which includes a Form to Request an Assistance Animal, and implement it for all applicant or tenant requests for an assistance animal at a Covered Property. Defendants may make reasonable additions or modifications

to the Form to Request an Assistance Animal, provided they are compatible with the form and not unduly burdensome. Defendants must provide any such proposed changes to the United States and obtain the United States' approval or non-objection before implementing them.

10. The Assistance Animals Policy, once adopted, shall supersede all existing policies, procedures, and resolutions concerning or affecting approval of reasonable accommodations for assistance animals at the Covered Properties.

C. Mandatory Education and Training

11. Within 15 days of the effective date of this Agreement, Defendants shall provide a copy of the Assistance Animals Policy to all existing tenants.

12. Within 15 days of the effective date of this Agreement, Defendants shall provide a copy of this Agreement and the Assistance Animals Policy to all property managers or other employees or agents whose duties involve receiving or approving applications for housing or reasonable accommodation requests or who may receive inquiries about such requests from applicants or tenants.

13. All property managers or other employees or agents whose duties involve receiving or approving applications for reasonable accommodation requests or who may receive inquiries about such requests from applicants or tenants, as well as Defendant Erwin Jackson, must attend a live FHA training program, which may be attended virtually, within 60 days of the effective date of this Agreement. The

training must include a particular focus on the FHA's prohibitions against disability discrimination and requirements concerning assistance animals. The training must allow attendees an opportunity to ask questions. Defendants must submit a description of the training and the name and contact information of the trainer to the United States at least 14 days before the training date for non-objection. The training shall be conducted by a qualified third party, unconnected to Defendants or their counsel. Any expenses associated with this training shall be borne by Defendants. Defendants must provide the United States a signed certification in the form of **Appendix C** for each attendee. This training may be video recorded for purposes of any new employees or agents who need to attend this training after it is initially provided live, consistent with paragraph 14.

14. During the term of this Agreement, Defendants shall require any new employees or agents whose duties involve receiving or approving applications for reasonable accommodation requests to review this Agreement and the Assistance Animals Policy as described in paragraph 12, attend the training, and complete the signed certification at **Appendix C** as described in paragraph 13.

15. No employee or agent who has not attended a training session pursuant to this Agreement shall discuss requests for assistance animals with any tenant or prospective tenant.

D. Reporting and Recordkeeping

16. Defendants shall notify the United States and provide applicable documentation of the following, within 14 days of their occurrence:

- a. Adoption of the Assistance Animals Policy (paragraph 9);
- b. Completion of the FHA training, including copies of attendees' signed training certifications (paragraphs 13-14);
- c. Any denial by Defendants of a request for an assistance animal at a Covered Property, including the requester's name, address, email address, and phone number, date of request, details of the request, and the written explanation provided to the requestor for denial;
- d. Any conditions or consequences imposed or threatened by Defendants on a person who has or requests an assistance animal at a Covered Property, including the person's name, address, email address, and phone number, details of the request, and reasons for any such conditions or consequences; and
- e. Any written or oral complaint against Defendants regarding failure to provide a reasonable accommodation, including a copy of the complaint or a written summary of an oral complaint; the complainant's name, address, email address, and phone number; and information concerning resolution of the complaint.

17. In addition, every six months during the term of the Agreement, Defendants shall submit regular compliance reports to inform the United States of all reasonable accommodation requests submitted to Defendants at a Covered Property since the previous compliance report. This report should include a list identifying the requester's name, address, email address, phone number, date of request, details of the request, and whether the request was granted or denied; and all relevant documentation, including the request, supporting information, all communications between Defendants and the requestor.

18. While this Agreement remains in effect, Defendants shall preserve all records relating to their obligations under this Agreement. Counsel or their staff for the United States shall be permitted, upon providing reasonable notice to Defendants, to inspect and copy records related to their obligations under this Agreement.

E. Monetary Relief

19. Within 7 days of the effective date of this Agreement, Defendants shall pay Ms. Williams NINE THOUSAND SEVEN-HUNDRED AND FIFTY DOLLARS in monetary damages for the purpose of compensating her for the harm alleged in this lawsuit including Defendants' failure to inform Ms. Williams of why Defendants believed the ESA letter she provided was inadequate. The payment shall be made by mailing a check payable to Ms. Sarah Williams via certified mail to

counsel for the United States.

20. Upon receipt of the check, counsel for the United States shall provide Defendants an executed release signed by Ms. Williams, in the form of **Appendix D**, of all claims, legal or equitable, that Ms. Williams might have against Defendants relating to the claims asserted in this lawsuit.

21. This Agreement does not release any claims with respect to other tenants or complainants against Defendants that were or may be brought or that are currently under investigation by any other federal or state agency or entity.

F. Neutral Rental Reference

22. Defendants agree to sign the rental reference letter for Ms. Williams included in **Appendix E** and agree that Ms. Williams may provide the rental reference letter to housing providers. If Defendants are contacted by any person requesting information regarding Ms. Williams' tenancy at Greenbriar Garden Homes, Defendants agree to provide only the letter at **Appendix E**.

G. Duration, Jurisdiction, and Scope

23. This Agreement's "effective date" is the date of the signature of the last signatory to this Agreement. The Agreement may be executed in multiple counterparts, and PDFs of signatures shall constitute acceptable, binding signatures.

24. This Agreement shall be in effect for a period of three years.

25. As soon as practicable after executing this Agreement, the Parties shall

jointly move the Court for dismissal with prejudice of the underlying litigation and file this Agreement with the Court.

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

27. Defendants will cooperate fully with the United States' efforts to monitor compliance with this Agreement by making policies, records including complaints, relevant information about tenants or personnel, and any other reasonably requested information available to the United States.

28. If the United States believes that Defendants have failed to comply timely with any requirement of this Agreement, or that any requirement has been violated, the United States will notify 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 before initiating court action. If the United States believes that Defendants have failed to perform in a timely manner any act or term required by this Agreement, the United States will notify Defendants in writing of its concerns. Defendants will have 14 days from the date of notification to cure the alleged breach.

29. 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 Florida. In any action filed under

this paragraph, Defendants 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.

30. 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 if the United States is the prevailing party; and 3) any other relief that may be authorized by law or equity.

31. 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.

32. All documents and communications required to be sent to the United States under this Agreement will be sent by email to Kathryn.Legomsky@usdoj.gov, Jonathan.Teitel@usdoj.gov, and HCE.Compliance@usdoj.gov, or as otherwise instructed by counsel or staff of counsel for the United States.

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

H. Execution

34. Each Party and signatory to this Agreement represents that it freely and

voluntarily enters into this Agreement without any degree of duress or compulsion.

35. This Agreement, including Appendices A through E, 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.

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

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

38. 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.

39. 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.

40. 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 Northern District of Florida, the Parties agree that they will seek removal and/or transfer to the United States District Court for the Northern District of Florida.

41. 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.

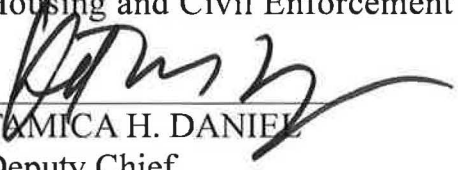
42. The Parties agree that, as of the effective date, litigation is not “reasonably foreseeable” concerning the matters described herein. To the extent that any party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matter described in this Agreement, the party is no longer required to maintain such a litigation hold. However, nothing in this paragraph relieves any party of any other obligations imposed by this Agreement, including the record-keeping requirements described above.

43. Except as provided in paragraph 30, all Parties shall be responsible for their own attorney’s fees and costs associated with this action.

For the United States:

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division

CARRIE PAGNUCCO
Chief
Housing and Civil Enforcement Section



TAMICA H. DANIEL

Deputy Chief
KATIE LEGOMSKY
California Bar No. 275571
Trial Attorney
United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. NW—4 CON
Washington, DC 20530
Tel: (202) 598-6587
Email: Kathryn.Legomsky@usdoj.gov

Dated: January 9, 2026

For Defendants:



BARRY RICHARD

Florida Bar No. 105599

101 E. College Ave.

Tallahassee, FL 32301

Tel: (850) 274-1814

Email: barryrichard@barryrichard.com

Attorney for Defendants

Dated: January 12, 2026



Erwin Jackson

For Defendants

Dated: January 12 2026

APPENDIX A
COVERED PROPERTIES

Unless noted, all properties are in Tallahassee, FL.

714	Basin St.
861-1	Campus Cir.
861-2	Campus Cir.
867-1	Campus Cir.
867-2	Campus Cir.
867-3	Campus Cir.
885-1	Campus Cir.
885-2	Campus Cir.
891-1	Campus Cir.
891-2	Campus Cir.
2004	Karen Ln.
824	Essex St.
811	Lipona Rd.
2203	Melanie Dr.
1812	Tyndall St.
1653	Mayhew St.
127	Westridge Dr.
2112	Continental Ave.
2116	Continental Ave.
2120	Continental Ave.
2124	Continental Ave.
2128	Continental Ave.
2132	Continental Ave.
2136	Continental Ave.
2266	Continental Ave.
2270	Continental Ave.
2274	Continental Ave.
2278	Continental Ave.
2282	Continental Ave.
2286	Continental Ave.
2290	Continental Ave.
2294	Continental Ave.
2298	Continental Ave.
1601	Airport Dr.
1609	Airport Dr.
1613	Airport Dr.
1614	Airport Dr.
1629	Airport Dr.

1637	Airport Dr.
1638	Airport Dr.
1650	Airport Dr.
1657	Airport Dr.
1661	Airport Dr.
2106	Melanie Dr.
2107	Melanie Dr.
2108	Melanie Dr.
2109	Melanie Dr.
2110	Melanie Dr.
1618	Atkamire Dr.
1621	Atkamire Dr.
1805	Atkamire Dr.
1514	Mayhew Dr.
1533	Mayhew Dr.
1606	Mayhew Dr.
1613	Mayhew Dr.
1614	Mayhew Dr.
1638	Mayhew Dr.
1646	Mayhew Dr.
1654	Mayhew Dr.
1666	Mayhew Dr.
1675	Sharkey St.
1903	Karen Ln.
2101	Karen Ln.
508	Ausley St.
1603	Lake Ave.
1617	Airport Dr.
1618	Airport Dr.
1625	Airport Dr.
1649	Airport Dr.
1502	Atkamire Dr.
1617	Atkamire Dr.
1630	Mayhew St.
610	Kyle St.
1502	Mayhew St.
1602	Mayhew St.
1625	Mayhew St.
1633	Mayhew St.
1650	Mayhew St.
1658	Mayhew St.
1665	Mayhew St.
806	Evelyn Ct.

1901	Karen Ln.
1911	Karen Ln.
421	Prince St.
310	Cardinal Ct.
1903	Dahlia Ct.
1622	Atkamire Dr.
1646	Sharkey St.
211	Edwards
1626	Airport Dr.
1630	Airport Dr.
1637	Mayhew St.
1694	Sharkey St.
1705	Jackson Bluff Rd.
1606	Atkamire Dr.
2105	Cambridge
1647	Sharkey St.
1611	Sharkey St.
2110	Jackson Bluff Rd., Units 1-50
3517	Dundaulk Dr.
1327	Jackson Bluff Rd., Apts. 101-108, 201-208, 301-308
665	Palomar Dr., Apts. 101-116, 201-216, Pensacola, FL
517	Palomar Dr., Units 1-8, Pensacola, FL
2115	Melanie Dr.
2117	Melanie Dr.
2119	Melanie Dr.
2121	Melanie Dr.
2201	Melanie Dr.
2211	Melanie Dr.
1904	Karen Ln.
1820	Mayhew St.
1704	Atkamire Dr.
1905	Karen Ln.
1418	Nylic St., Units 1-12
1341	Jackson Bluff Rd.
1709	Airport Dr.
1506	Atkamire Dr.
1810	Tyndall St.
205	Westridge Dr.
1819	Jackson Bluff Rd.

APPENDIX B
JACKSON PROPERTIES
ASSISTANCE ANIMALS POLICY

The federal Fair Housing Act, as well as state and/or local fair housing laws, require that housing owners and managers provide reasonable accommodations for applicants and residents with disabilities. 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 one that does work or performs tasks for a person with a disability or provides emotional support or other assistance necessary to afford the person with an equal opportunity to use and enjoy housing. Assistance animals include service animals and emotional support animals (trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for persons with disabilities). Assistance animals are not considered “pets.” Consistent with the Fair Housing Act, Jackson Properties will make reasonable accommodations for tenants with disabilities and a legitimate need for an assistance animal, consistent with the procedures below.

Jackson Properties has a no-pet policy to protect tenants and certain employees who have been attacked and bitten by animals and have subsequently developed a traumatic fear of animals and/or who have medical conditions subjecting them to exacerbated harm from animal attacks or bites. This policy is tailored to Jackson Properties because of these unique circumstances.

1. Jackson Properties may deny Tenant’s request for a reasonable accommodation where:
 - Tenant does not demonstrate a disability or disability-related need for the accommodation; or
 - The request is not reasonable—that is, it would impose an undue financial and administrative burden on Jackson Properties, or it would fundamentally alter the nature of Jackson Properties’ operations; or
 - The specific animal requested would pose a direct threat to the health or safety of others.
2. No animal can be in the apartment until the accommodation has been approved in writing by the property owner or manager. Jackson Properties

will not unreasonably delay processing reasonable accommodation requests and will respond in most cases within 15 days or, in the case of a request made before signing a lease, before the lease is executed.

3. Tenant must submit a request for an assistance animal in writing by providing a letter or email to the property owner or manager requesting an assistance animal, or by submitting Part 1 of the Form to Request an Assistance Animal (attached) to the property owner or manager. The request must document the existence of a disability that negatively impacts a major life activity or bodily function recognized by federal law and that an assistance animal would improve the major life functions. Major life functions include seeing, hearing, walking, breathing, performing manual tasks, caring for oneself, learning, speaking, and working.
4. When more than one tenant is on the lease, all such tenants and any guarantors must agree to the assistance animal in writing and sign the request and the Jackson Properties Assistance Animals Policy.
5. If the Tenant possesses the assistance animal at the time of the request, Tenant must submit a letter from a licensed veterinarian or other proof of compliance with all state and local vaccination requirements for the requested animal.
6. If Tenant previously lived in rental housing with the requested assistance animal, Tenant must submit a letter from the prior landlord confirming that the animal did not attack or bite anyone and did not damage the dwelling, furniture, or other contents and did not disrupt the lifestyle of neighbors, or if Tenant is unable to obtain such a letter, Tenant must provide contact information for prior landlord and authorize Jackson Properties to contact them as a reference to ask these questions.
7. If Tenant's disability and need for an assistance animal are not obvious, Tenant must provide a letter or other document signed by a licensed medical or mental health professional as defined by Fla. Stat. § 456.001(4) or § 456.47(1)(b) of Florida law or equivalent provisions in other states that describes (1) the Tenant's disability or disabilities, (2) the major

life function(s) affected by the disability or disabilities, and (3) how the animal will improve these major life function(s). This may, but is not required to, be accomplished by completing Part 2 of the Form to Request an Assistance Animal. The health care professional must personally know the Tenant as a result of multiple or recent recurring therapeutic services. If the professional is located outside of Florida, Florida law requires that the tenant have met with the professional in person at least one time. (Fla. Stat. § 760.27(2)(b)(4). The health care professional must provide their full name, license number, address, and phone number.

8. Some websites sell letters, certificates, registrations, and licensing documents for assistance animals to anyone who answers certain questions or participates in a short interview and pays a fee. Such documentation from the internet is not, by itself, sufficient to reliably establish that an individual has a non-observable disability or disability-related need for an assistance animal. By contrast, many legitimate, licensed health care professionals deliver services remotely, including over the internet. One reliable form of documentation is a letter from a person's health care professional that confirms a person's disability and/or need for an animal when the provider has personal knowledge of the individual and complies with Florida law.
9. Tenants must provide reliable information when requesting a reasonable accommodation. Falsifying information or documentation or knowingly providing fraudulent information or documentation for an emotional support animal is a violation of the lease and of Florida law (Fla. Stat. § 817.265) and will result in denial of the request.
10. If Tenant notifies Jackson Properties that they have a disability and are seeking a reasonable accommodation for an assistance animal but does not provide sufficient supporting information as described above, Jackson Properties will notify Tenant they have received the request, explain the additional information needed, and permit Tenant an opportunity to provide that information.
11. No additional rent or fee will be imposed if an assistance animal is approved.

12. This paragraph applies to emotional support animals only and not service animals. At all times while an approved emotional support animal is being transported through indoor or outdoor common areas on an apartment property or an unfenced yard of a rental house, the animal must be in a crate or carrier, or if carrying the animal in a crate or carrier is not feasible or possible (for example, because of Tenant's physical ability to do so) then it must wear a muzzle and be on a leash, consistent with state or local leash laws.
13. At all times when an employee or service person enters Tenant's apartment after providing the required notice, the animal must be temporarily moved from the apartment or kept in a crate or carrier.
14. Tenant acknowledges that under Florida law, dog owners are liable for damages suffered by any persons bitten by the dog while on or in a public place or lawfully on or in a private place. (Fla. St. § 767.04.) Additionally, because it is Jackson Properties' usual practice to charge tenants for damages they cause, Jackson Properties may charge Tenant for damage their assistance animal causes.
15. Violation of this policy or inclusion of knowingly untrue information on lease application documents will be a breach of the lease agreement. If incorrect information is inadvertently included, Tenant shall have a reasonable opportunity to correct it. If Jackson Properties sends a notice of eviction as a result of violation of the lease, Tenant must vacate the apartment within thirty days. In such event, Tenant shall be responsible for payment of rent until the apartment is re-rented, consistent with Florida law. (Fla. St. § 83.595(2).)

Each Tenant and Guarantor of Lease (if applicable) confirm that they have read, understand, and will follow the conditions above if they request and are granted a reasonable accommodation to have an assistance animal in a Jackson Properties unit.

Signed:

Witness Signature

Date: _____

Tenant Signature

Date: _____

Witness Signature

Date: _____

Guarantor Signature

Date: _____

FORM TO REQUEST AN ASSISTANCE ANIMAL

[Defendants may make reasonable additions or modifications to this form provided they are compatible with the form and not unduly burdensome.]

INSTRUCTIONS

If you have a disability and believe there is a need for an assistance animal as a reasonable accommodation for you to use and enjoy a dwelling unit at our property, please complete this form and return it to us. Please answer all questions in Part 1. Completion of the form is not required for approval; you may alternatively provide the information requested in another format. You may have someone complete this form or provide the information on your behalf.

If your disability and need for an assistance animal are obvious (such as a guide dog), we will approve the request without seeking third-party verification from a health care professional.

If your disability or need for an assistance animal are not obvious, we will ask that a health care professional who has provided you with health care, therapy, or counseling provide third-party verification of your disability and need for an assistance animal. If this is needed, you should ask your health care professional to either complete Part 2 or provide the information requested in another format (such as a letter).

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 property manager at [contact information] for assistance or to make an oral request for a reasonable accommodation.

Please refer to Jackson Properties' Assistance Animals Policy for additional information about submitting a reasonable accommodation request for an assistance animal.

PART 1: QUESTIONS FOR REQUESTOR

1. Do you require assistance filling out this form?

☐ Yes ☐ No

If "Yes," and you do not have someone who can assist you, please ask your landlord to assist you in filling out this form. If "No," continue to Question 2.

2. Today's date: _____

3. Please check one. I:

_____ **have a disability and am requesting an assistance animal for myself.**
Continue to Question 4.

_____ **am assisting or making this request on behalf of someone else.** If so, provide your name, phone number, and relationship to the person needing an animal: _____

4. About the person with a disability requesting a reasonable accommodation:

Name: _____ Phone number: _____

Email: _____ Address: _____

5. Species of animal requested (e.g., dog or cat): _____

6. Provide the name and physical description (size, color, weight, any tag and/or license) of the requested animal: _____

7. Have you lived in prior rental housing with this animal? ☐ Yes ☐ No

If yes, provide name and contact information for the landlord(s) at that/those property/ies: _____

Signature of person making request (if applicable)

Date

Signature of person with disability*

Date

*If the person is a minor, provide name and signature of person authorized to sign

PART 2: THIRD PARTY VERIFICATION

TO BE COMPLETED BY HEALTH CARE PROFESSIONAL

Completion of this exact form is not required; the health care professional may provide the information requested in another format.

Your name: _____ Title: _____

Address: _____ Phone no.: _____

Your professional background, credentials, license no.: _____

Name of person with disability requesting an assistance animal as a reasonable accommodation: _____

Dates of your professional relationship, treatment, or services to the requester: _____

Please provide a statement verifying that the person has an impairment that substantially limits one or more of the person's major life activities.

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.

Signature: _____ Date: _____

TO BE COMPLETED BY MANAGEMENT

Form accepted by: _____ (name, title)

Signature: _____ Date: _____

APPENDIX C

CERTIFICATION OF TRAINING AND SETTLEMENT AGREEMENT

I certify that I have received a copy of the Settlement Agreement executed by the Parties in *United States v. Greenbriar Partners, LLC*, Civil Action No. 4:25-cv-00013 (N.D. Fla.).

On _____, 202__, I attended a training on the requirements of the Fair Housing Act, including a particular focus on the prohibition of disability discrimination and requirements concerning assistance animals.

I further certify that I have read and understand my responsibilities as set forth in the Settlement Agreement and under the Fair Housing Act, and shall comply with those responsibilities.

Signature: _____

Printed name: _____

Title or role: _____

Date: _____

APPENDIX D

RELEASE

In consideration for payment of the sum of \$9,750, in accordance with the Settlement Agreement executed by the Parties in *United States v. Greenbriar Partners, LLC*, Civil Action No. 4:25-cv-00013 (N.D. Fla.), I, Sarah Williams, hereby release and forever discharge Greenbriar Partners, LLC, Jackson Properties and Financial Services, LLC, and Erwin D. Jackson (“Defendants”) as well as Defendants’ agents, employees, representatives, successors, and assigns, from any and all liability for any claims, legal or equitable, I may have against them arising out of the facts underlying the claims alleged in this action as known on the date of the signing of the Settlement Agreement. I fully acknowledge and agree that this release shall 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.

Executed on this date: _____, 202__.

SIGNATURE: _____

PRINT NAME: _____

APPENDIX E

NEUTRAL RENTAL REFERENCE

[Jackson Properties Address Block]

[Date] _____, 20____

To Whom It May Concern,

I, Erwin Jackson, without reservation, recommend Sarah Williams as a tenant in your residential rental space.

Ms. Williams was my tenant at Greenbriar Garden Homes, an apartment complex at 2110 Jackson Bluff Road, Tallahassee, FL 32304, from approximately August 2022 to August 2023. The monthly rental amount was \$__. Ms. Williams had no history of late or incomplete rent payments. In addition, Ms. Williams properly maintained the property.

Sincerely,

Erwin Jackson