

**SETTLEMENT AGREEMENT BETWEEN  
PLAINTIFF UNITED STATES OF AMERICA AND  
DEFENDANTS HOUSING AUTHORITY OF THE CITY OF BLOOMFIELD,  
MISSOURI AND EDDIE JOE HANKINS**  
*United States v. Hankins et al.*, Case No. 1:25-cv-00160 (E.D. Mo.)

**I. BACKGROUND**

1. This Settlement Agreement (“Agreement”) is entered into by and among the United States of America (“the United States”); the Housing Authority of the City of Bloomfield, Missouri (“HACB”); and Eddie Joe Hankins (“Hankins”).

2. On September 30, 2025, Plaintiff United States filed civil action No. 1:25-cv-00160 in the United States District Court for the Eastern District of Missouri (hereinafter “the Lawsuit”). This action was filed 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 (“Fair Housing Act” or “the FHA”). The United States brought this action under 42 U.S.C. § 3612(o) on behalf of Brandi M. Forister (the Complainant) and her minor children. *See generally* Compl., ECF No. 1.

3. Specifically, the United States alleges that Defendant Hankins subjected the Complainant, a prospective female tenant of residential rental public housing that he managed to discrimination on the basis of sex, including unwelcome and severe or pervasive sexual harassment. The Lawsuit also named as Defendant, HACB, which owned the residential rental public housing that was managed, in whole or in part, by Defendant Hankins who served as executive director at the time. The United States alleges that Defendant HACB is vicariously liable for Hankins’ discriminatory conduct.

4. Defendants HACB and Hankins have denied and continue to deny that they discriminated against Brandi M. Forister or committed any wrongdoing or violated the Fair Housing Act.

5. The United States, HACB and Hankins (collectively “the Settling Parties”) agree that the claims against HACB and Hankins should be resolved without further litigation. This Agreement shall not be construed as an admission of liability by HACB and Hankins.

6. In consideration of, and consistent with, the terms of this Agreement and the promises made by the Parties, the United States will move for dismissal of the civil action with prejudice, consistent with the terms set forth in Paragraph 13, within fourteen (14) days of the final signature on this Agreement. The Parties agree that this consideration is adequate and sufficient. THEREFORE, the Parties, through their authorized representatives, stipulate and agree as follows:

**II. MONETARY DAMAGES**



7. Monetary Settlement. HACB and Hankins through Missouri Housing Authorities Property & Casualty, Inc., shall pay a total sum of **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)** for the sole purpose of paying monetary damages to the Complainant as follows:

- a. Within ten (10) days of the final signature on this Agreement, Missouri Housing Authorities Property & Casualty, Inc. shall deliver to counsel for the United States, by overnight delivery,<sup>1</sup> a check payable to the Complainant for the total amount of \$35,000.
- b. Once the United States has received the check payable to the Complainant, the United States shall deliver the check to the Complainant after obtaining her signed release in the form of Attachment A.
- c. The monetary damages to the Complainant is a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, HACB and Hankins will not seek to discharge any part of this debt in bankruptcy.

### III. NON-MONETARY RELIEF

8. Prohibition Against Discrimination or Retaliation. The Defendants, and their officers, agents, employees or any other persons or entities in active concert or participation with them, agree with respect to residential rental properties, that they will not:

- a. Engage in discrimination on the basis of sex in any aspect of the rental or lease of a dwelling;
- b. Engage in discrimination on the basis of sex in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection therewith;
- c. Make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the rental of a dwelling that indicates any preference, limitation or discrimination based on sex;
- d. Coerce, intimidate, threaten, or interfere with persons in the exercise or enjoyment of, or on account of their having exercised or enjoyed, their rights granted or protected by the Fair Housing Act; or
- e. Fail or refuse to take such affirmative steps as may be necessary to prevent the recurrence of any discriminatory conduct in the future.

9. Prohibitions on Defendant Eddie Joe Hankins.

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<sup>1</sup> All notices and materials required by this Agreement to be sent to counsel for the United States shall be sent by private business carrier (non-USPS) delivery service addressed as follows: Chief, Housing & Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 150 M Street, N.E., Washington, DC 20002, Attn: DJ#175-42-274, or as otherwise directed by the United States.

- a. Defendant Hankins is permanently prohibited from purposefully or knowingly initiating contact or communication, either directly or indirectly, with the Complainant.
- b. Defendant Hankins is permanently prohibited from entering any of the Subject Properties<sup>2</sup>.
- c. Defendant Hankins is permanently prohibited from, directly or indirectly, performing any Property Management Responsibilities<sup>3</sup> at any Subject Properties.
- d. Defendant Hankins will notify the United States within fourteen (14) days of acquiring an interest in or employment related to any other residential rental property during the term of the Agreement.

10. Nondiscrimination Policy and Complaint Procedure. Defendant HACB shall implement a written policy against housing discrimination, and specifically sexual harassment, and a formal complaint procedure (“Nondiscrimination Policy and Complaint Procedure”), subject to review and non-objection by the United States, as follows:

- a. Within fourteen (14) days of the Effective Date of this Agreement, Defendant HACB will provide to the United States, for review and non-objection, their proposed Nondiscrimination Policy and Complaint Procedure(s).
- b. The United States shall not unreasonably withhold its non-objection to the proposed Nondiscrimination Policy and Complaint Procedure(s).
- c. Within fourteen (14) days of the United States’ non-objection to the Nondiscrimination Policy and Complaint Procedure(s), Defendant HACB shall adopt and implement their Nondiscrimination Policy and Complaint Procedure(s) and ensure a copy is provided to all tenants, and to all employees, agents, and any other persons involved in the rental or

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<sup>2</sup> “Subject Properties” means any residential rental property that HACB owns or for which HACB performs Property Management Responsibilities themselves or through their officers, agents, employees, or any other persons or entities in active concert or participation with them.

<sup>3</sup> “Property Management Responsibilities” means showing or renting housing units; advertising; processing rental applications; choosing contractors to make repairs; receiving maintenance requests; supervising repairs or maintenance; determining tenant eligibility for subsidies or waivers of fees and rents; determining whom to rent to, whom to evict, and/or whose lease to renew or not renew; inspecting dwelling units; collecting rent and fees; overseeing any aspects of the rental process; handling mail; engaging in any other property-related management activities that involve, or may involve, personal contact with tenants or prospective tenants, including contact by telephone call, video call, email, fax, text or instant message, contacts through social media or other electronic applications, or other communications made through third parties.



management of residential rental properties Defendant HACB owns, leases, manages, or controls.

- d. Defendant HACB shall notify counsel for the United States within fourteen (14) days of the date that their Nondiscrimination Policy and Complaint Procedure has been distributed to all tenants in accordance with this Agreement. Thereafter, Defendant HACB shall ensure that a copy of their Nondiscrimination Policy and Complaint Procedure is attached to the lease of every new tenant.
- e. Notice. Defendant HACB will notify the United States in the event it learns that any officers, agents, employees or any other persons or entities in active concert or participation with them is in violation of any provision of the Agreement and/or if any complaint is received by Defendant HACB of discrimination at the Subject Properties.

11. Signage. Defendant HACB will continue to post an “Equal Housing Opportunity” sign in the rental office for the Subject Properties.

12. Education and Training. Defendant HACB shall attend a live training on the Fair Housing Act, including the Fair Housing Act’s prohibition of sex discrimination and sexual harassment and other forms of sex discrimination, including discriminatory statements prohibited by the Act (“FHA Training”), subject to review and non-objection by the United States, as follows:

- a. Within thirty (30) days of the Effective Date of this Agreement, Defendant HACB shall provide to the United States, for review and non-objection, their proposal to attend a live FHA Training. The trainer or training entity must be (1) independent of Defendant HACB or counsel for any Defendants in the Lawsuit; (2) qualified to conduct such training; and (3) approved in advance by the United States. At a minimum, the training will consist of instruction on the requirements of the Fair Housing Act, with an emphasis on sexual harassment, and a question-and-answer session for the purpose of reviewing this topic.
- b. The United States shall not unreasonably withhold its non-objection to Defendant HACB’s proposed FHA Training.
- c. Within sixty (60) days of the United States’ non-objection to Defendant HACB’s FHA Training, Defendant HACB and any person involved in performing Property Management Responsibilities at any of the Subject Properties, and any employees or agents who supervise such persons, will attend the live FHA Training. Live training may include training provided by streaming or video service (e.g., Zoom). The attendees will be provided a copy of this Agreement at the training.
- d. Any expenses associated with the FHA Training will be borne by Defendant HACB.

- e. Within fourteen (14) days of completing the FHA Training, Defendant HACB shall send counsel for the United States, in the form of Attachment B, certification of their attendance, and the attendance of any person involved in performing Property Management Responsibilities at any of the Subject Properties and any employees or agents who supervise such persons.

13. Records. Defendant HACB will maintain all records related to the Subject Properties and allow the United States to inspect and copy all such records upon reasonable notice. Any and all costs and/or expenses related to the United States' inspection and copying of records is to be borne by the United States.

#### **IV. DURATION OF THE AGREEMENT**

14. Dismissal with Prejudice. The United States agrees to file this Agreement as an exhibit to a motion to dismiss with prejudice within fourteen (14) days of the final signature on this Agreement, subject to reinstatement upon the United States' motion for the purpose of resolving a claim that any Defendant materially breached any provision of this Agreement.

15. The Parties shall endeavor in good faith to resolve informally any differences regarding the interpretation of, and compliance with, this Agreement prior to initiating court action. However, in the event the United States contends that there has been a breach by one or more Defendants, whether willful or otherwise, the United States may bring a civil action for breach of this Agreement, or any provision thereof, in the United States District Court for the Eastern District of Missouri. That Court shall serve as the exclusive jurisdiction and venue for any dispute concerning this Agreement. The Parties consent to and agree not to contest the jurisdiction of that Court. The Parties further acknowledge that venue in that Court is appropriate and agree not to raise any challenge on this basis.

16. In the event the United States files a civil action as contemplated by Paragraph 14 to remedy breach of this Agreement, the United States may seek the following: (1) an injunction 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) an additional relief that may be available under 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 defense under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

17. 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.

18. Effective Date. The Effective Date of this Agreement is the date of the final signature on this Agreement.

19. Compliance Period. The compliance period for the Agreement shall be for a period of two (2) years from the Effective Date.



## V. OTHER PROVISIONS

20. Entire Agreement. This Agreement constitutes the entire Agreement between the Settling Parties. No other statement or promise, written or oral, made by any Settling Party or agents of any Settling Party, that is not contained in this written Agreement shall be enforceable.

21. Settling Parties to Bear Their Own Costs. The United States, Defendant HACB, and Defendant Hankins will each bear their own costs and attorneys' fees associated with this litigation.

22. Termination of Litigation Hold. The Settling Parties agree that, as of the Effective Date of this Settlement Agreement, litigation is not "reasonably foreseeable" concerning the matters described in this Settlement Agreement. To the extent that any Settling Party has previously implemented a litigation hold to preserve documents, electronically-stored information ("ESI"), or thing related to the matters described above, that Settling Party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any Settling Party of any other obligations under this Settlement Agreement.

23. Severability. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect, provided, however, that if the severance of any such provision materially alters the rights or obligations of the Settling Parties, the Settling Parties shall engage in good faith negotiations to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the Settling Parties as closely as possible to the initially agreed upon relative rights and obligations.

24. Authority. The individuals signing this Agreement represent that they are authorized to do so on behalf of the respective individual or entity for which they have signed.

25. Counterparts. This Agreement may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be considered one document.

**FOR THE UNITED STATES OF AMERICA:**

DATED: January 28, 2026

THOMAS C. ALBUS  
United States Attorney  
Eastern District of Missouri

HARMEET K. DHILLON  
Assistant Attorney General  
Civil Rights Division

CARRIE PAGNUCCO  
Chief

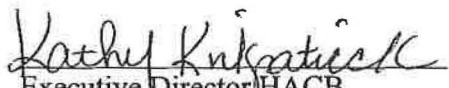
  
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*Attorneys for Plaintiff*  
United States of America

***FOR DEFENDANTS HOUSING AUTHORITY OF THE CITY OF BLOOMFIELD,  
MISSOURI AND EDDIE JOE HANKINS***

DATED: January 23, 2026

 - Kathy Kirkpatrick  
Executive Director HACB  
Housing Authority of the City of Bloomfield, Missouri

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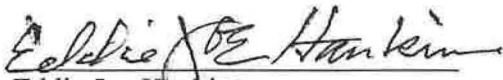
Eddie Joe Hankins



***FOR DEFENDANTS HOUSING AUTHORITY OF THE CITY OF BLOOMFIELD,  
MISSOURI AND EDDIE JOE HANKINS***

DATED: January \_\_, 2026

\_\_\_\_\_  
Executive Director HACB  
Housing Authority of the City of Bloomfield, Missouri

  
Eddie Joe Hankins

**ATTACHMENT A**  
**FULL AND FINAL RELEASE OF CLAIMS**

FOR THE SOLE CONSIDERATION OF THIRTY-FIVE THOUSAND DOLLARS AND ZERO CENTS, Brandi M. Forister (hereinafter the “Undersigned”), releases and forever discharges the Housing Authority of the City of Bloomfield, Missouri and Eddie Joe Hankins, their members, board of commissioners, executive directors, managers, employees, directors, principals, servants, agents, representatives, insurers, reinsurers, predecessors and successors in interest, subsidiaries, affiliates, partners, assigns, and all other persons, firms, and/or corporations that are or might be claimed to be liable (hereinafter referred to as “Released Parties”), from any and all losses, damages, personal injuries, property damage, claims, demands, causes of action or suits of any kind or nature whatsoever which have been incurred or which may develop in the future, arising out of the occurrence and allegations set forth in the lawsuit pending in the United States District Court for the Eastern District of Missouri, Eastern Division, United States v. Hankins et al., Case No. 1:25-cv-00160 (hereinafter referred to as the “Lawsuit”). This is a settlement of a disputed matter, whereas the Released Parties have denied and continue to deny they committed any wrongdoing and/or are liable in the Lawsuit. This document shall not be construed in any manner to be an admission of liability by the Released Parties.

The Undersigned declares that she is not under duress, nor coerced into signing this Release. The Undersigned states there are no other promises made to the Undersigned that are not set forth in this Release. The Undersigned hereby declares that the Undersigned has read and fully understands the terms of this Release and voluntarily accepts these terms for the purpose of making a full and final compromise, adjustment and settlement of any claims made in the Lawsuit.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Brandi M. Forister

**ATTACHMENT B**

**CERTIFICATION OF TRAINING AND RECEIPT OF SETTLEMENT AGREEMENT**

\_\_\_\_\_ I attended [an in-person training] [watched a video of training] on the federal Fair Housing Act, which included training on the Act's provisions related to sex discrimination, including sexual harassment, and race discrimination, including discriminatory statements prohibited by the Act. I have had all of my questions concerning these topics answered to my satisfaction.

\_\_\_\_\_ I have received a copy of the Settlement Agreement entered in *United States v Eddie Joe Hankins, et al.*, Civil Action No. 2:23-cv-02813 (E.D. Mo.). I have read and understand the Settlement Agreement and had an opportunity to have my questions about the Settlement Agreement answered. I understand my legal responsibilities under the Settlement Agreement and will comply with those responsibilities.

Name of the course: \_\_\_\_\_

Date the course was taken: \_\_\_\_\_

Length of the course (time within which the course was completed): \_\_\_\_\_

Date: \_\_\_\_\_

Employee/Agent Name (Print name and sign): \_\_\_\_\_

Employee/Agent Signature: \_\_\_\_\_