

United States of America v. Madison Property, L.L.C., et al., No. 22-cv-02831 (JMB/ECW)
(D. Minn.)

SETTLEMENT AGREEMENT

I. INTRODUCTION

1. This Settlement Agreement (“Agreement”) is entered into between Plaintiff, the United States of America, through the Department of Justice, Plaintiff-Intervenor Beverly Boucher (collectively referred to as “Plaintiffs”), and Defendants Madison Property, L.L.C. and Andrew Brenner (“Defendants”). Together, Plaintiffs and Defendants are referred to herein as the “Parties.”

II. RECITALS

2. This Agreement resolves the claims and causes of action asserted by the Plaintiffs’ lawsuit, *United States v. Madison Property, L.L.C., et al.*, No. 22-cv-02831 (JMB/ECW) (“Lawsuit”), filed in the United States District Court for the District of Minnesota on November 4, 2022, 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 the Lawsuit pursuant to 42 U.S.C. § 3612(o) on behalf of Complainant Beverly Boucher, a woman with a disability.

4. The Complaint alleges that Defendants discriminated against Ms. Boucher because of her disability by making housing unavailable and by refusing to make a reasonable accommodation in their rules and policies when such an accommodation was necessary to provide her with an equal opportunity to use and enjoy a dwelling. *See* 42 U.S.C. §§ 3604(f)(1), (f)(3)(B).

5. The Parties have agreed that the 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.

III. STATEMENT OF CONSIDERATION

6. The Parties agree that, to avoid the time, expense, and uncertainty of litigation, the claims against Defendants in this Lawsuit should be resolved without further proceedings or trial. In consideration of, and consistent with, the terms of this Agreement, following its effective date, the Parties will move jointly for dismissal of all claims in the underlying lawsuit. This Agreement constitutes a full resolution of the claims in this lawsuit, and the Parties agree and acknowledge that this consideration is adequate and sufficient.

IV. DEFINITIONS

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

8. The "Subject Property" refers to Madison Place, located at 515 West 7th Street, Winona, Minnesota, 55987.

9. 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.

10. 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

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

a. Prohibition Against FHA Violations

11. 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, including the following:

- i. Discriminate 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)(1); and
- ii. Refuse 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

12. Within fourteen (14) days of the effective date of this Agreement, 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.

13. 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.

14. Within thirty (30) days of the effective date of this Agreement, Defendants shall post written notification of the adoption and implementation of the Reasonable Accommodation Policy in a visible location inside the main doors at the Subject Property.

15. Within thirty (30) days of the effective date of this Agreement, Defendants shall make the Reasonable Accommodation Policy publicly accessible on their website and ensure that it remains accessible via their website for at least the duration of this Agreement.

16. 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.

17. Within thirty (30) days of the effective date of this Agreement, Defendants shall ensure that their rental application document and lease make reference to the Reasonable Accommodation Policy and include a web link to that 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 freely available online at <https://www.hud.gov/sites/documents/928.1.pdf>.

19. Defendants shall ensure that their website and any new advertising in newspapers, on radio, on television, on the internet, or in other media, pamphlets, websites, brochures, rental applications, and leases, includes a fair housing logo and 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."

d. Mandatory Education and Training

20. Within thirty (30) days of the effective date of this Agreement, Defendant Brenner

shall certify that he attended and completed a training program regarding the Fair Housing Act, which included the FHA's prohibitions against disability discrimination, and that he understand and acknowledges his duties and responsibilities under this Agreement and the federal Fair Housing Act. Such certification shall take the form of Appendix B.to this Agreement.

21. Within ninety (90) days of the effective date of this Agreement, 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, aside from Defendant Brenner, 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 14 days in advance by the United States, and unconnected to Defendants, their employees, agents, or Counsel.

22. 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.

23. All persons required under Paragraphs 21 and 22 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. Notification of Fulfillment of Agreement Provisions

24. Defendants shall notify and provide documentation to the United States of the following events within thirty (30) days of their occurrence:

- i. The adoption of the Reasonable Accommodation Policy, in accordance with Paragraph 12 of this Agreement;
- ii. The notification of residents about the adoption and implementation of the Reasonable Accommodation Policy, in accordance with Paragraph 14;
- iii. The notification of employees and agents about their obligations under the Reasonable Accommodation Policy, in accordance with Paragraph 16;
- iv. The posting of the nondiscrimination notice, in accordance with Paragraph 18;
- v. The certification required by Paragraph 20;

f. Ongoing Reporting and Recordkeeping

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

- i. Any certification required by Paragraph 23;
- ii. A list of all reasonable accommodation requests 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 report, including 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.
- iii. Any 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;

- iv. 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
- v. 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 to the extent available to Defendant the name, address, and telephone number of the complainant. Defendants shall also promptly provide the United States with information concerning resolution of the complaint.
- vi. Copies of any advertising for sale or rental at the Subject Property in newspapers, 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 report; and
- vii. Defendants shall notify and provide documentation to the United States of any change to Defendants' rules or practices affecting the keeping of ESAs or assistance/service animals.

26. While this Agreement remains in effect, Defendants shall preserve all records reasonably related to their obligations under this Agreement. Defendants agree to provide within fourteen (14) days, upon written request and with reasonable notice, all records reasonably related to Defendants' obligations under this Agreement.

g. Relief for Complainant

27. Within fourteen (14) days of the effective date of this Agreement, Defendants shall pay the sum of **TWO THOUSAND DOLLARS (\$ 2,000)** to Ms. Boucher. The payment shall be made by cashier's or certified check payable to Ms. Boucher and delivered to Ms. Boucher's Counsel. Defendants will be jointly and severally liable for making this payment.

28. As a prerequisite to receiving payment pursuant to Paragraph 27, Ms. Boucher shall execute a release of all claims that she may have against Defendants for the reasonable accommodation claim alleged in the Lawsuit. The release shall take the form of Appendix C to this Agreement. The United States shall deliver the signed release to Counsel for Defendants.

29. This Agreement does not release any claims for practices not addressed in the Complaint that may be held or are currently under investigation by any other federal or state agency or entity.

VI. DURATION, MODIFICATION, AND ENFORCEMENT

30. This Agreement shall be in effect for a period two (2) years from the effective date.

31. 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 prior to 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 (or if the breach is not curable in 14 days to take reasonable and diligent steps in furtherance of cure).

32. 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 Minnesota. In any action filed under this Paragraph, Defendants agree not to contest the exercise of personal jurisdiction over them by this Court and not to raise any challenge on the basis of venue.

33. If the United States sues for breach of this Agreement as contemplated by Paragraph 32 above, 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; and 2) any other relief that may be authorized by law or equity.

34. Upon execution of this Agreement, the Parties shall jointly move the Court for dismissal with prejudice of the underlying litigation, with each party to bear its attorney's fees, costs, and litigation expenses. The joint motion will also ask that the Court make this dismissal effective twenty-one (21) days from the entry of its order, so that dismissal takes effect after the monetary payment required by Paragraph 27 has been made.

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

36. The provisions of this Agreement shall apply to Defendants, their officers, agents, employees, successors, and assigns, except in the case of an arm's-length sale of the Subject Property to a bona fide party, unrelated to Defendants (in which case Defendants will notify the United States within thirty (30) days of such sale).

37. If, at any time before the expiration of this Agreement, both Defendants sell and otherwise relinquish their ownership interest and/or management responsibilities of the Subject

Property to a bona-fide, independent third party in an arms-length transaction, Defendants' obligations under this Agreement shall cease.

38. 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.

39. 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

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

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

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

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

44. 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.

45. 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.

46. 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.

47. Any modifications of this Agreement must be in writing and signed by the Parties through their authorized representatives.

VIII. COSTS OF LITIGATION

48. Except as provided for in Paragraph 27, all Parties shall be responsible for their own attorney's fees and costs associated with the Lawsuit.

IX. TERMINATION OF LITIGATION HOLD

49. The Parties agree that, as of the effective date of this Agreement, litigation is not "reasonably foreseeable" concerning the matters described in the Plaintiffs' 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 Complaints, 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.

Dated: June XX, 2025

FOR THE UNITED STATES OF AMERICA:

JOSEPH H. THOMPSON
Acting United States Attorney

/s/ _____
LILES REPP
MN Bar. No. 0400692
Assistant United States Attorney
JUSTIN PAGE
Assistant United States Attorney
600 United States Courthouse
300 South Fourth Street
Minneapolis, MN 55415
Tel: (612)-664-5600
Liles.repp@usdoj.gov
Justin.page@usdoj.gov

Counsel for the United States

FOR THE INTERVENOR:

/s/ _____

FOR THE DEFENDANTS:

/s/ _____

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 Madison Place, and their employees, agents, and designees, are committed to granting reasonable accommodations when necessary and legally required to afford persons with disabilities the equal opportunity to use and enjoy a dwelling at Madison Place.

Reasonable accommodations may include waiving or varying rules or policies consistent with applicable law 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 and cats, although other animals may qualify as assistance animals. Assistance Animals are not considered “pets” under our policies.

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 Madison Place consistent with applicable law. 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, it is possible that no further inquiry may be necessary and we may grant the resident the requested 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 Professional¹ 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

¹ “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.

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.

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 special training or certification;
- 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" (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 complete the form.

If the applicant requires assistance in completing the form, the Property Manager, sales 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 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

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 at Madison Place.

Under fair housing laws, a person is entitled to a reasonable accommodation if he or she has a disability that is 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 needs 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, and the need to own an assistance animal is obvious (such as a seeing eye dog), we will approve the request without seeking third-party verification.

If the disability is not obvious, or the need for an assistance animal is not obvious, we will ask that you complete Part 2 of this form identifying a health care or social service professional ("Provider") that has provided health care, therapy, or counseling to the applicant with a disability or resident seeking accommodation 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 fax number 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 have questions about this form, or to make an oral request for a reasonable accommodation, please call the management office at 612-518-1617.

PART 1: QUESTIONS FOR REQUESTOR

1. Do you require assistance filling out this form?

☐ Yes ☐ No

If your answer is "Yes," and you do not have someone who can assist you, please ask [Andrew at 612-518-1617] 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 who has 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 health care or social service 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 Health or Social Service Professional

Telephone number for Health or Social Service Professional

Fax number for Health or Social Service 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 Madison Place. 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

APPENDIX C

FULL AND FINAL RELEASE OF CLAIMS

In consideration of the Parties' agreement to the terms of the Agreement entered in the case *United States of America v. Madison Property, L.L.C., et al., No. 22-cv-02831 (JMB/ECW)* and in consideration of the payment of \$2,000, I, _____, do hereby fully release and forever discharge Defendants Madison Property, LLC; Andrew Brenner, and their officers, directors, agents, employees, assigns, and other affiliates from liability for all claims that I may have against them for the reasonable accommodations claim alleged in this action, as of the effective date of this Agreement. I acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

By:

Signature: _____

Printed Name: _____

Date: _____, 2025