

**SETTLEMENT AGREEMENT BETWEEN  
PLAINTIFF UNITED STATES OF AMERICA AND  
DEFENDANTS MARK BELL, MARK BELL AS TRUSTEE OF SECOND BELL TRUST,  
AND FOURTH BELL LLC**  
*United States v. Bell, Case No. 6:24-cv-03082-SRB (W.D. Mo.)*

**I. INTRODUCTION**

1. This Settlement Agreement (“Agreement”) is entered into by and among the United States of America and Defendants Mark Bell, Mark Bell as Trustee of Second Bell Trust, and Fourth Bell LLC (the “Parties”).

2. This action was filed on March 25, 2024, by the United States to enforce the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3601 *et seq.*

3. In its Amended Complaint, the United States alleges that then-Defendants Jimmie Bell, Jimmie Bell as trustee of Second Bell Trust, and Fourth Bell LLC violated the FHA by discriminating against tenants on the basis of sex in the rental of dwellings that they own or manage in and around Springfield, Missouri.

4. Specifically, the United States alleges that for over a decade, Jimmie Bell, as owner or manager of these properties, subjected multiple female tenants to unwelcome sexual harassment that was severe or pervasive and retaliated against female tenants, including by: making unwelcome sexual comments and advances to female tenants, including comments about their breasts, “butt,” and “pussy”; exposing and touching his penis in front of female tenants; offering to grant tangible housing benefits to female tenants in exchange for sex acts; subjecting female tenants to unwelcome sexual touching, including grabbing multiple tenants’ breasts; attempting to touch female tenants in a sexual manner without their consent; and taking adverse housing actions—such as refusing to make needed repairs or initiating eviction actions—against female tenants who refused his sexual advances. Defendants deny these allegations but have chosen to settle this case rather than litigate.

5. The United States alleges that the conduct described above constitutes a denial to a group of persons of rights granted by the FHA that raises an issue of general public importance.

6. The United States further alleges that the discriminatory incidents occurred while Jimmie Bell was exercising his authority as an agent of Second Bell Trust and Fourth Bell LLC, and therefore the trustee of Second Bell Trust as well as Fourth Bell LLC are liable for Jimmie Bell’s discriminatory actions and conduct.

7. Jimmie Bell passed away on February 16, 2025. On June 2, 2025, the Court substituted Mark Bell, Jimmie Bell’s adult son, as Defendant both in his individual capacity and as trustee of Second Bell Trust. (ECF No. 48). Defendants represent that Jimmie Bell was the sole member of Fourth Bell LLC, with assignment of his membership interest to Mark Bell upon his death; and Mark Bell is now the sole member of Fourth Bell LLC.

8. Defendants represent that Mark Bell does not personally own any residential rental property, in full or in part, nor is he the property manager at any residential rental properties; that Defendants have retained a third-party property manager; and that Defendants are attempting to sell their residential rental properties.

9. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 3612(o)(1) and 3614(a).

10. The Parties have agreed that the claims against Defendants should be resolved without further litigation, and consent to this Agreement, as shown by the signatures below.

11. In consideration of, and consistent with, the terms of this Agreement, the Parties will move jointly for dismissal of this action with prejudice, consistent with Paragraph 32. The Parties agree that this consideration is adequate and sufficient. THEREFORE, the Parties, through their authorized representatives, stipulate and agree as follows:

## **II. PROHIBITION AGAINST DISCRIMINATION AND RETALIATION**

12. Defendants, their officers, agents, employees, transferees, successors, heirs, and assigns, and all others acting for or with them, are prohibited from directly or indirectly:

- a. Refusing to sell or rent a dwelling,<sup>1</sup> refusing to negotiate for the sale or rental of a dwelling, or otherwise making unavailable or denying a dwelling, to any person because of sex;
- b. Discriminating against any person in the terms, conditions, or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in connection with a dwelling, because of sex;
- c. Making any statement, oral or written, in connection with the sale or rental of a dwelling that indicates any preference, limitation, or discrimination, or an intent to prefer, limit, or discriminate, on the basis of sex; and
- d. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or because they have exercised or enjoyed—or aided or encouraged any other person in exercising or enjoying—any right granted or protected by the FHA, including by retaliating against any person exercising their rights under this Agreement.

## **III. ACQUISITION OR TRANSFER OF INTEREST IN SUBJECT PROPERTIES**

13. Every residential rental property or leasing office owned or operated by any Defendant is deemed a “Subject Property” subject to this Agreement.

14. If Defendants sell or transfer any ownership or financial interest in a Subject

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<sup>1</sup> The term “dwelling” has the meaning set out in the FHA, 42 U.S.C. §3602(b).

Property other than via an arm's length, third-party transfer, *i.e.*, to Defendants or an affiliated party or entity (including through marriage, cohabitation, or legal representation), such Subject Property shall remain a Subject Property bound by the terms of this Agreement.

15. If a Defendant sells or transfers any management, ownership, financial, controlling, or other interest in a Subject Property or otherwise loses such an interest through a legal proceeding (for example, by foreclosure), such property will cease to be a Subject Property. Defendants must notify the United States within 15 days of the execution of the deed transferring the interest or final judgment on foreclosure (or otherwise completing the sale, transfer, or loss of such an interest), identifying the property and the nature of the interest sold, transferred, or lost. Defendants must provide copies of documents memorializing the sale, transfer, or loss of the interest in the property if requested, within 10 days of any such request by the United States.

16. If any representations made by Defendants under Paragraph 8 cease to be materially accurate, Defendants must notify the United States within seven days of the relevant change in circumstances, including by providing an explanation, copies of any documents memorializing such change, and any other relevant documents or information the United States may request.<sup>2</sup>

#### **IV. EDUCATION AND TRAINING**

17. Within 60 days of the effective date of this Agreement, the Defendants and any persons performing property management responsibilities<sup>3</sup> for any Subject Properties, and any employees or agents who supervise such persons, shall attend a live training on the FHA, including the FHA's prohibition of sexual harassment and other sex discrimination. The trainer must be qualified and independent of Defendants and counsel for Defendants. Attendees will be provided a copy of this Agreement at the training. Training may be provided in-person or by video service (e.g., Zoom). Any associated expenses will be borne by Defendants. Subject to approval by the United States, any representatives of the third-party property management company managing the Subject Properties as of the effective date who have completed training on the above topics within the past 12 months are exempt from the requirements of this Paragraph.

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<sup>2</sup> All documents or other communications required by this Agreement will be sent by email to [kathryn.legomsky@usdoj.gov](mailto:kathryn.legomsky@usdoj.gov), [stephanie.vongphakdy@usdoj.gov](mailto:stephanie.vongphakdy@usdoj.gov), and [hce.compliance@usdoj.gov](mailto:hce.compliance@usdoj.gov), or as otherwise directed by the United States.

<sup>3</sup> "Property management responsibilities" means showing or renting dwellings; advertising rental properties; processing rental applications; receiving or supervising maintenance requests from tenants; 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; collecting rent and fees; or engaging in or overseeing any other aspects of the rental process that may involve personal contact with tenants or prospective tenants, including in-person or by telephone, video, email, text or instant message, social media or other electronic applications, or other communications made through third parties.

18. Within 30 days of the effective date of this Agreement, Defendants shall provide the United States the name of their proposed trainer and a description of the proposed training, subject to the United States' approval.

19. Within seven days of completing the training described in Paragraph 17, Defendants shall provide the United States with a certification of attendance, in the form of Appendix A, from every attendee.

#### V. MONETARY RELIEF FOR AGGRIEVED PERSONS

20. Defendants agree to pay the total amount of **TWO-HUNDRED AND FIFTY THOUSAND** dollars for the sole purpose of compensating Aggrieved Persons.

21. The monetary relief will be paid in two phases: (1) \$100,000 within 30 days of the effective date of this Agreement, and (2) the remaining \$150,000 by July 31, 2026.

22. The United States has investigated the claims of potential Aggrieved Persons and determined whether they are Aggrieved Persons harmed in violation of the FHA. The United States has obtained or will obtain sworn statements from each person it has determined is an Aggrieved Person, setting forth the factual basis of their claim. The United States has identified the Aggrieved Persons to Defendants and will inform Defendants of the total amount that it determines should be paid to each Aggrieved Person at each phase. Defendants will not contest these determinations by the United States in this or any other proceeding.

23. Within 30 days of the effective date of this Agreement, Defendants will deliver to the United States separate checks payable to each Aggrieved Person for the designated amount for the first phase of payments, pursuant to delivery instructions from the United States.

24. By July 31, 2026, Defendants will deliver to the United States separate checks payable to each Aggrieved Person for the designated amount for the second phase of payments, pursuant to delivery instructions from the United States.

25. When the United States has received a check from Defendants for an Aggrieved Person and received a signed release in the form of Appendix B from the Aggrieved Person, counsel for the United States will deliver the check to the Aggrieved Person. Defendants agree that the releases take effect only once the full payment has been made. When the United States has received the full payment for an Aggrieved Person, the United States will deliver a copy of that Aggrieved Person's signed release to counsel for Defendants. No Aggrieved Person will receive a check until she has executed and delivered the release at Appendix B.

26. If any settlement check is not cashed, deposited, or otherwise negotiated within a reasonable time after its issue, as determined by the United States, the Defendants agree to take steps the United States deems appropriate after the Parties confer in good faith. This may include canceling the check and issuing one or more new checks in the amount of that check as directed by the United States, either for the benefit of the same individual or of other Aggrieved Persons. The total monetary amount paid to Aggrieved Persons will remain \$250,000.

27. The compensation required to be paid to Aggrieved Persons under this Agreement is a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, Defendants will not seek to discharge any part of this debt in bankruptcy.

## **VI. ADDITIONAL RELIEF FOR AGGRIEVED PERSONS**

28. The United States will inform Defendants of its determinations as to whether any proceeding brought against an Aggrieved Person or co-tenant, including any proceeding to evict, for rent and possession, to otherwise terminate tenancy, and/or for damages in the Circuit Court of Greene County, Missouri (“Greene County Court”) or any other forum, was retaliatory or otherwise in violation of the FHA (a “covered eviction proceeding”). Defendants will not contest the United States’ determinations under this Paragraph.

29. Within 14 days of receiving the United States’ determinations of covered eviction proceedings:

- a. Defendants shall request that all three major credit bureaus (Equifax, Experian, and TransUnion) delete any information attributable to the covered eviction proceeding regarding the Aggrieved Person and any co-tenant, and provide the credit bureaus with information necessary for them to do so;
- b. Defendants shall deliver to the United States, via email, a letter in the form of Appendix C for every Aggrieved Person and any co-tenant subject to a covered eviction proceeding;
- c. Defendants shall make a good faith effort to ensure that every pending collection or garnishment action against any Aggrieved Person or co-tenant stemming from a covered eviction proceeding is permanently stopped; and to ensure that any collections or garnishments collected by a third-party collections agency,<sup>4</sup> but not yet in Defendants’ possession, are returned to the Aggrieved Person or co-tenant, including sums that the collections agency has in its possession in an account, trust, or other holding account;<sup>5</sup> and
- d. Defendants will file a motion to dismiss with prejudice the underlying covered eviction proceeding and to raise its case security level to 3, requesting that the case be sealed or hidden on Case.Net, pursuant to Missouri law and

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<sup>4</sup> Defendants represent that all claims or judgments stemming from covered eviction proceedings were assigned to third-party collections agency Shaffer and Associates, and that they have conferred in good faith with, and generally expect cooperation from, counsel for Shaffer and Associates regarding the relevant provisions of this Agreement.

<sup>5</sup> Further, if Defendants have collected or attempted to collect funds from the collections agency at any time between mediation (January 28, 2026) and the effective date of this Agreement, such funds will be subject to the requirements of this Subparagraph.

procedure.

30. To meet the requirements of Paragraph 29.d., Defendants may use the motion attached hereto as Appendix D, if accepted by the Greene County Court. Defendants must make good faith efforts to take any other steps reasonably required by the Greene County Court to perfect their request, including working with the United States to secure signatures of the Aggrieved Person or co-tenant if the court requires the motion be filed as a joint motion, or to request that the third-party collections agency reassign the claim or judgment to Defendant Mark Bell if the court so requires.

31. Within seven days of taking each remedial action in accordance with Paragraphs 29-30, Defendants will send the United States documents demonstrating compliance with those requirements. Defendants will maintain all records relating to these actions.

## **VII. DURATION OF THE AGREEMENT**

32. The Parties agree to file a joint motion to dismiss the action, pursuant to Fed. R. Civ. P. 41(a)(2), subject to reinstatement upon the United States' motion to resolve a claim that any Defendant materially breached any provision of this Agreement, once the full monetary payment required by Section V. has been received. The motion to dismiss shall request that the Court retain jurisdiction over the underlying FHA action to resolve any breach or dispute under the Agreement.

33. The effective date of this Agreement is the date of the signature of the last signatory to this Agreement.

34. This Agreement will be in effect for three years from its effective date. The Court will retain continuing and exclusive jurisdiction throughout the term of this Agreement to enforce its terms. The Parties agree to seek early dismissal of the action if the United States agrees that Defendants have successfully completed the requirements of Sections IV., V., and VI., and that there has been no material breach of the Agreement or other basis not to seek early dismissal.

35. Should the United States move to reinstate this action to the Court's active docket to resolve a claim of breach, Defendants consent to and agree not to contest the motion to reinstate or the Court's exercise of personal jurisdiction over any Defendant for purposes of enforcing the Agreement. If the action is reinstated, Defendants agree not to count the time during which the case was stayed during litigation or during which this Agreement has been 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.

36. Before moving to reinstate this action to the Court's active docket, the United States shall provide Defendants notice of any asserted breach in writing. The Parties will endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Agreement before bringing matters to the Court. Each Defendant will have up to 30 days from the notice to cure the alleged breach.

37. If the Court reinstates this action and finds a material breach of the Agreement, the United States may seek an order mandating specific performance of any term or provision in this Agreement and any additional relief authorized by law or equity. Remedies may include an order requiring performance and/or an award of damages, costs, and reasonable attorneys' fees caused by the violation of the Agreement.

38. Failure of the United States to insist on strict performance of any provision of this Agreement does not waive the United States' rights or remedies in the event of noncompliance by any Defendant with this Agreement.

39. This Agreement binds the Parties and their transferees, successors, heirs, and assigns.

### **VIII. COMPLIANCE**

40. 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.

41. Defendants will notify the United States within 10 days of obtaining any information indicating that any Defendant or their agent may be in violation of this Agreement or the FHA, or receiving any written or oral complaint against any Defendant or their agent regarding discrimination, harassment, retaliation, or other violation of the FHA or this Agreement. Such notification shall include (if applicable) the complainant's name, address, phone number, and any other information the United States may request.

42. The United States may monitor Defendants' compliance with this Agreement, including through conducting fair housing testing of Defendants and their properties. Defendants will cooperate with the United States' monitoring of compliance.

43. Defendants will preserve all records that are the source of, contain, or relate to information pertinent to their obligations under this Agreement. Upon reasonable notice, Defendants will provide all information and documents requested by the United States to monitor Defendants' compliance with this Agreement.

### **IX. COSTS AND LITIGATION HOLDS**

44. Except as provided in Paragraph 37, the Parties will bear their own costs and attorneys' fees associated with this litigation.

45. 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' Amended Complaint. If any party has implemented a litigation hold to preserve documents, electronically-stored information, or things related to this action, that party is no longer required to maintain it. Nothing in this Paragraph relieves any party of any other obligations under this Agreement, including Defendants' obligation to preserve documents under this Agreement.

For the United States:

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United States Attorney  
Western District of Missouri

HARMEET K. DHILLON  
Assistant Attorney General  
Civil Rights Division

CARRIE PAGNUCCO  
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*Counsel for Plaintiff  
United States of America*

Dated: April 29, 2026

For Defendants:

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COUNSEL FOR DEFENDANTS

s/Mark Bell  
Mark Bell

Dated: April 27, 2026

**APPENDIX A**

**CERTIFICATION OF TRAINING**

I certify that I have received a copy of the Settlement Agreement executed by the Parties in *United States v. Bell*, Case No. 6:24-cv-03082 (W.D. Mo.).

On \_\_\_\_\_, 202\_\_, I attended a training on the requirements of the Fair Housing Act, including a particular focus on the prohibition of sexual harassment in housing.

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 B**

Full and Final Release of Claims

In consideration for the parties' agreement to the terms of the Settlement Agreement entered into in the case of *United States v. Bell*, Case No. 6:24-cv-03082 (W.D. Mo.), and in consideration for the payment of \$ \_\_\_\_\_, once I have received this full amount, I, \_\_\_\_\_ [name], fully release and forever discharge the Defendants named in this lawsuit, as well as their insurers, attorneys, agents, employees, former employees, heirs, and executors from any and all fair housing claims based on the facts alleged in the Complaint in this lawsuit that I may have had against the Defendants for any of their actions or statements related to those claims through the effective date of the Settlement Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Address

**APPENDIX C**

Letter Regarding Landlord/Tenant Actions

[DATE]

Re: [Aggrieved Person's name]

To Whom it May Concern:

[Aggrieved Person] was a tenant of my client, [Defendant(s)], at [address] from approximately [dates of tenancy].

[If applicable] On [date], [Defendant(s)], or someone acting on [his/their] behalf, filed a landlord/tenant complaint against [Aggrieved Person's name] in [court name] [case number].

On March 25, 2024, the United States of America filed a lawsuit against Jimmie Bell, in his individual capacity and as Trustee of Second Bell Trust, and Fourth Bell LLC, in the United States District Court for the Western District of Missouri alleging violations of the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.* As part of the resolution reached in that case, the United States determined that the landlord/tenant complaint referenced above was made in retaliation or otherwise in violation of the Fair Housing Act. Accordingly, as part of the resolution, the Defendants in that case are required to make a good faith effort to seek dismissal of the landlord/tenant complaint referenced above and move to raise the case security of that case so it is removed from public view.

To the extent that negative information exists regarding [Aggrieved Person]'s rental of [property street address] in [property city or town], MO, please disregard it.

Sincerely,

[DEFENSE COUNSEL]

**APPENDIX D**

**CIRCUIT COURT OF GREENE COUNTY, MISSOURI  
ASSOCIATE CIRCUIT DIVISION**

[JIMMIE BELL], )  
 )  
 Plaintiff, ) Case No. [ ]  
 v. )  
 )  
 [AGGRIEVED PERSON AND/OR], )  
 CO-TENANT )  
 )  
 Defendant. )

**MOTION TO DISMISS CASE WITH PREJUDICE AND RAISE CASE SECURITY  
LEVEL**

Plaintiff, [INSERT NAME OF PLAINTIFF OR REPRESENTATIVE], moves to dismiss this case with prejudice and raise the case security of the above-captioned case to Security Level 3, stating in support:

1. [JIMMIE BELL/SECOND BELL TRUST/FOURTH BELL LLC] filed a petition for [rent and possession] against [AGGRIEVED PERSON] in this case on [date]. [If applicable] A judgment was entered in this case on [date]. A related garnishment action was filed on [date].
2. On March 25, 2024, the United States filed a complaint in United States District Court to enforce the federal Fair Housing Act, 42 U.S.C. §§ 3601 *et seq.* *United States v. Bell*, Case No. 6:24-cv-03082-SRB (W.D. Mo.) (the “United States’ lawsuit”). The United States’ lawsuit alleged that Jimmie Bell, Jimmie Bell as trustee of Second Bell Trust, and Fourth Bell LLC discriminated against tenants on the basis of sex in the rental of dwellings that they own or manage in and around Springfield, Missouri, and specifically that for over a decade, Jimmie Bell, as owner or manager of these properties, subjected multiple female tenants to unwelcome sexual harassment and retaliated against female tenants.
3. Jimmie Bell passed away on February 16, 2025. On June 2, 2025, the United States District Court substituted Mark Bell, Jimmie Bell’s adult son, as the Defendant in the United States’ lawsuit for Jimmie Bell both in his individual capacity and as trustee of Second Bell Trust. (ECF No. 48). Jimmie Bell was the sole member of Defendant Fourth Bell LLC, with assignment of his membership interest to Mark Bell upon his death; and Mark Bell is now the sole member of Fourth Bell LLC.

4. The parties resolved the United States’ lawsuit through a Settlement Agreement dated April \_\_, 2026. As part of the Settlement Agreement, the United States has determined that the above-captioned action was retaliatory or otherwise in violation of the Fair Housing Act, and the Defendants in the United States’ lawsuit have agreed not to contest this determination. Further, the Defendants in the United States’ lawsuit were required to make a good faith effort to seek dismissal of the above-captioned petition and move to raise the case security of the above-captioned case to Security Level 3.
5. The record of the above-captioned action remains or may remain on Case.Net and in other public and nonpublic databases and has caused harm or may cause harm to [AGGRIEVED PERSON or CO-TENANT].
6. As a result, and also pursuant to the Settlement Agreement in the United States’ lawsuit, [NAME] hereby respectfully moves this Court to dismiss the case with prejudice and raise the case security of the above-captioned case to Security Level 3.

[ATTORNEY SIGNATURE BLOCK]

**CIRCUIT COURT OF GREENE COUNTY, MISSOURI**  
**ASSOCIATE CIRCUIT DIVISION**

[JIMMIE BELL],	)	
	)	
Plaintiff,	)	Case No. [    ]
v.	)	
	)	
[AGGRIEVED PERSON],	)	
	)	
Defendant.	)	

**[PROPOSED] ORDER GRANTING MOTION TO DISMISS CASE WITH PREJUDICE**  
**AND RAISE CASE SECURITY LEVEL TO 3**

The Court, having considered the foregoing motion to dismiss this case with prejudice and raise the case security level to 3, hereby grants the motion. This matter is dismissed with prejudice, each party to bear its own costs, and the security level of this case is hereby raised to Level 3.

\_\_\_\_\_

Date

\_\_\_\_\_

Judge