

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND
GREENVIEW ASSOCIATES L.P.,
PALMER ASSET MANAGEMENT, LLC,
AND JOHN MARTIN**

I. INTRODUCTION

1. This Settlement Agreement (“Agreement”) is entered into between Plaintiff United States of America (“United States” or “Plaintiff”) and Defendants Greenview Associates L.P., Palmer Asset Management, LLC, and John Martin (collectively, “Defendants”).

II. RECITALS

2. This Agreement resolves the claims asserted in United States v. Greenview Associates L.P. et al. (1:25-cv-00015-PB-TSM), filed in the United States District Court for the District of New Hampshire on January 8, 2025, to enforce the federal Fair Housing Act, 42 U.S.C. §§ 3601 to 3631 (the “Fair Housing Act” or “FHA”).

3. The United States filed the Complaint on behalf of Complainant Rafael Silvestre-Dalmasi, pursuant to 42 U.S.C. § 3612(o). The Complaint alleges that at all relevant times, Defendant Palmer Asset Management, LLC, for whom Defendant John Martin worked, managed the residential rental property owned by Defendant Greenview Associates L.P. at 75 Greenview Drive #9, Manchester, New Hampshire (the “Subject Property”). The Subject Property is a dwelling within the meaning of 42 U.S.C. § 3602(b).

4. The Complaint alleges that Defendants violated 42 U.S.C. § 3617 by taking adverse actions, including attempting to evict Complainant from the Subject Property, because he filed a fair housing complaint with the Department of Housing and Urban Development (“HUD”) against Defendants. Specifically, the Complaint alleges that in July 2023, shortly after Complainant filed his HUD complaint, Defendant John Martin performed or directed another

employee or agent of Defendant Palmer Asset Management, LLC, to perform a background check of Complainant and discovered Complainant's criminal history.

5. The Complaint further alleges that Defendants inquired into Complainant's background as a defense to Complainant's HUD complaint, despite Complainant's previous disclosure of his criminal history to an agent of Defendant Greenview Associates L.P. before moving into the Subject Property and Defendants' general practice not to perform background checks on existing residents. On November 8, 2023, Defendant Greenview Associates L.P. initiated eviction proceedings against Complainant in New Hampshire state court in the Ninth Circuit District Division – Manchester. Following a January 25, 2024, hearing, on January 29, 2024, the New Hampshire state circuit court granted judgment in favor of Complainant in the eviction proceedings, holding that Defendant Greenview Associates L.P.'s eviction of Complainant after he filed a complaint with HUD constituted "a per se violation" of a New Hampshire housing statute, which provides that retaliation is a defense to an eviction action. *See* N.H. Rev. Stat. § 540:13-a.

6. Defendants deny these allegations in the Complaint. Defendants' entry into this Agreement does not constitute an admission of wrongdoing.

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

III. STATEMENT OF CONSIDERATION

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

IV. TERMS AND CONDITIONS

9. Defendants hereby agree, with respect to rental of dwellings¹ at properties owned or managed by them (the “Covered Properties”), that they will not coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act.

A. Nondiscrimination Policy and Procedures

10. Within thirty (30) days of the Effective Date of this Agreement, Defendants will provide to the United States for approval a proposed Nondiscrimination Policy and Complaint Procedure. The Nondiscrimination Policy and Complaint Procedure will explain the protections of the FHA and will state that the FHA prohibits retaliation against a tenant for, among other reasons, submitting a complaint to HUD or submitting a complaint under the Nondiscrimination Policy and Complaint Procedure.

11. If the United States notifies Defendants that it does not approve the proposed Nondiscrimination Policy and Complaint Procedure, Defendants will have fourteen (14) days from such notification to submit a revised proposed Nondiscrimination Policy and Complaint Procedure. This process will continue until a Nondiscrimination Policy and Complaint Procedure is approved by the United States.

12. Within ten (10) days of the United States’ approval of the proposed Nondiscrimination Policy and Complaint Procedure, Defendants shall adopt and implement the Nondiscrimination Policy and Complaint Procedure; provide a copy to all residents of, and all employees, agents, and any other persons involved in, the rental or management of the Covered Properties; and begin providing a copy to all new residents with their lease.

¹ “Dwelling” has the meaning set out in the Fair Housing Act, 42 U.S.C. § 3602(b).

13. Within thirty (30) days of the Effective date of this Agreement, Defendants shall provide the United States with a description of their tenant selection criteria including when and how Defendants obtain and consider the criminal histories of potential applicants.

14. Within fifteen (15) days of the Effective Date of this Agreement, Defendants shall post and prominently display within the leasing office of each Covered Property a sign no smaller than 11 by 14 inches stating that all dwellings are available for rental on a nondiscriminatory basis, and shall notify the United States that they have done so. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.²

15. Defendants shall ensure that any advertising they conduct for residential properties (in any media, including in print, on the internet, or on social media, and any signs, pamphlets, brochures, or other promotional literature) shall include a fair housing logo, the phrase “Equal Housing Opportunity Provider,” or the following sentences: “We are an Equal Opportunity Housing Provider. We do not discriminate on the basis of race, color, national origin, religion, sex, disability, or familial status (having children under age 18).”

16. Defendants shall include the following phrase in the standard rental application and the standard rental agreement for all Covered Properties, in boldface type, using letters of equal or greater size to those of the text in the body of the document: “We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability, or familial status (having children under age 18).”

B. Mandatory Fair Housing Act Education and Training

² See <https://www.ecfr.gov/current/title-24/subtitle-B/chapter-I/part-110>; <https://www.hud.gov/sites/documents/928.1.pdf>.

17. Within ninety (90) days of the Effective Date of this Agreement, Defendants and all of Defendants' employees and agents involved in the rental or management of the Covered Properties shall attend a live training program regarding the Fair Housing Act. Live training may include training provided by streaming or video service (e.g., Zoom). At a minimum, the training will consist of instruction on the requirements of the FHA, including the topic of retaliation, and a portion of the program will allow attendees to ask questions of the presenter. The training shall be conducted by a qualified third party, approved in advance by the United States, and unconnected to Defendants, their employees, agents, or counsel. Any expenses associated with this training will be borne by Defendants.

18. Defendants shall obtain from the trainer or training entity certificates of attendance signed by each individual who attended the training. This certification, included as Appendix A, will include the name of the instructor, the date the course was taken, and the length of the course and/or time within which the course was completed. Defendants shall provide these certifications to the United States within thirty (30) days of the training.

19. New employees or others who begin performing rental or management responsibilities at the Covered Properties shall complete the training and certification requirements described in Paragraphs 16 and 17 within forty-five (45) days of the date they begin performing such responsibilities.

V. MONETARY RELIEF FOR COMPLAINANT

20. Within five (5) business days of the Effective Date of this Agreement, Defendants shall provide Complainant with a check, payable to Rafael Silvestre-Dalmasi, in the amount of twenty thousand dollars (\$20,000). The Defendants will notify the United States once the check is provided to the Complainant.

21. In order to receive payment pursuant to Paragraph 20, Complainant must execute a release of claims in a form agreed to by the Parties to this Agreement. Prior to Complainant receiving the check from Defendant, Complainant shall provide the signed release to the United States and the United States will provide a copy of the signed release to Defendants.

22. The monetary damages required to be paid under this Section 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.

23. Defendants further agree to forgo Complainant's rent for the months of September and October 2026, and forgive and discharge four-hundred ninety-nine dollars (\$499.00) owed by Complainant to Defendants as of the Effective Date of this Settlement Agreement.

VI. NON-DISPARAGEMENT

24. Defendants will not make any public statements or statements related to the Complainant's attempt to secure alternative housing which materially disparage Complainant. Notwithstanding the foregoing, nothing in this Section shall prohibit any person from making truthful statements when required by law, order of a court or other body having jurisdiction.

25. Defendants agree to sign and provide to the United States the rental reference letter included in Appendix B within five (5) business days of the Effective Date of this Agreement, and to sign and provide an updated letter within five (5) business days after Complainant's tenancy ends. They further agree that Complainant may provide the rental reference letter to prospective landlords or other prospective housing providers.

26. If Defendants are contacted by any person requesting information regarding Complainant's tenancy at the Subject Property, Defendants agree to provide only the letter included in Appendix B.

VII. DURATION AND SCOPE OF SETTLEMENT AGREEMENT

27. This Agreement is effective immediately once all Parties have signed; the date of the last Party's signature is the "Effective Date" of this Agreement.

28. The provisions of this Agreement will be in effect for five (5) years from its Effective Date.

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

30. The provisions of this Agreement shall apply to Defendants and any subsidiaries, acquired companies, or successor entities, as well as the officers, agents, employees, representatives, successors, assigns, and all other persons or entities in active concert or participation with any of those entities.

31. Upon execution of this Agreement, the Parties shall jointly move the Court for dismissal with prejudice of the underlying litigation. 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 20 has been made.

32. The United States may take steps to monitor Defendants' compliance with this Agreement, including conducting fair housing tests at Covered Properties. Defendants must maintain records related to their obligations as outlined in this Agreement and allow the United States to inspect and copy all such records upon reasonable notice.

VIII. ENFORCEMENT

33. In the event that any party files a civil action to remedy breach of this Agreement, the party may seek, and the Court may grant as relief, the following: 1) an order mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief

would be adequate; 2) an award of reasonable attorneys' fees and costs incurred in bringing an action to remedy breach of this Agreement; and 3) any additional relief that may be authorized by law or equity. If such a civil action is filed, the defending party expressly agrees not to count the time during which this Agreement is in place, or use the terms or existence of this Agreement, to plead, argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses. In any action filed under this Paragraph, the defending party agrees not to contest the exercise of personal jurisdiction over it by this Court and not to raise any challenge on the basis of venue.

34. Failure by any party to enforce any provision of this Agreement shall not operate as a waiver of the party's right or ability to enforce any other provision of this Agreement.

IX. EXECUTION

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

36. This Agreement, including Appendices A and B, 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.

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

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

39. 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.

40. This Agreement is a public document. All Parties consent to the United States' disclosure of this Agreement and information about this Agreement to the public.

41. 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.

42. 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.

43. 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 District of New Hampshire, the Parties agree that they will seek removal and/or transfer to the United States District Court for the District of New Hampshire.

44. 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.

X. COSTS OF LITIGATION

45. All Parties shall be responsible for their own attorney's fees and costs associated with this action, except as provided in Paragraph 33.

XI. TERMINATION OF LITIGATION HOLD

46. The Parties agree that, as of the effective date of this Agreement, litigation is not “reasonably foreseeable” concerning the matters described in the United States’ Complaint. To the extent that any of the Parties previously implemented a litigation hold to preserve documents, electronically stored information (“ESI”), or things related to the matters described in the Complaint, they are no longer required to maintain such a litigation hold. Nothing in this Paragraph relieves any of the Parties of any other obligations imposed by this Agreement.

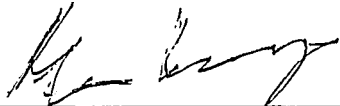
For Plaintiff United States of America:

Dated: September 23, 2026

ERIN CREEGAN
United States Attorney
District of New Hampshire

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division
United States Department of Justice

CARRIE PAGNUCCO
Chief
Housing and Civil Enforcement Section
Civil Rights Division
United States Department of Justice



MATTHEW VICINANZO
Assistant United States Attorney
District of New Hampshire
NH Bar No. 277123
53 Pleasant Street, 4th Floor
Phone: (603) 230-2574
Matt.Vicinanzo@usdoj.gov

/s/Mazen M. Basrawi

MEGAN K. WHYTE DE VASQUEZ
Deputy Chief
MAZEN M. BASRAWI
Trial Attorney
Housing and Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
150 M Street, NE
Washington, DC 20530
Phone: (202) 305-1876
Fax: (202) 514-1116
mazen.basrawi@usdoj.gov

For Defendant Greenview Associates L.P.:

Dated: September 22, 2026

Lise A. Martin

For Defendant Palmer Asset Management, LLC:

Dated: September 22, 2026

Lise A. Martin

For Defendant John Martin:

Dated: September __, 2026

John Martin

APPENDIX A

CERTIFICATION OF FAIR HOUSING TRAINING

On _____, I attended training on the federal Fair Housing Act, including its prohibitions against interfering with or retaliating in response to a person's exercise or enjoyment of fair housing rights. I have had all of my questions concerning the Fair Housing Act answered to my satisfaction.

Name of instructor

Length of course and/or time in which the
course was completed (in hours)

Signature

Print name

Organization

Position

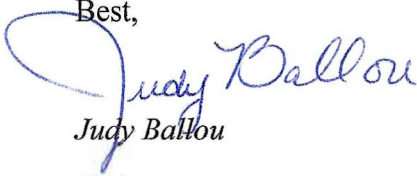
Date

APPENDIX B

To whom it may concern:

We, Palmer Asset Management, LLC, on behalf of Greenview Associates L.P., provide this letter as a rental reference for Rafael Silvestre-Dalmasi. From 2017 until [the present/tenancy end date], Mr. Silvestre-Dalmasi resided at properties we manage. [Since 2019/From 2019 until 2026], he resided at 75 Greenview Dr., Apt. #9, Manchester, NH 03102. Mr. Dalmasi is current on all rental obligations.

Best,



Judy Ballou

Office Manager

Palmer Asset Management