

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,)	
Plaintiff)	
)	
and)	
)	
SHARON DUNFEE,)	
Plaintiff/Intervenor)	
)	
v.)	CIVIL ACTION NO. 1:13-CV-00165-MBC
)	
SALLY LUND,)	
Defendant)	FILED ELECTRONICALLY

SETTLEMENT AGREEMENT AND ORDER

Settlement Agreement

On June 19, 2013, plaintiff United States of America ("United States") filed a Complaint (Doc. 1), on behalf of complainant Sharon Dunfee ("Dunfee"), against defendant Sally Lund ("Lund"), pursuant to section 812(o) of the Fair Housing Act, as amended, ("FHA"), 42 U.S.C. § 3612(o). The Complaint alleges that Lund discriminated against Dunfee on the basis of disability in connection with the rental of a house at 423 West Front Street, Erie, Pennsylvania, ("West Front Street Property") in violation of the FHA, 42, U.S.C. § 3601, *et seq.* and seeks both injunctive relief against Lund and monetary damages on behalf of Dunfee. On August 26, 2013, Lund filed Defendant's Answer to Complaint Filed by Plaintiff United States of America (Doc. 9), denying any and all liability with respect to the claims in the United States' Complaint.

On July 23, 2013, plaintiff/intervenor Dunfee filed a separate Complaint in Intervention (Doc. 7) against defendant Lund under the FHA. On August 26, 2013, Lund filed Defendant's Answer to Complaint in Intervention Filed by Intervenor Sharon Dunfee (Doc. 10), again denying any liability under the FHA. Dunfee is represented by her own separate counsel, Southwestern PA Legal Services, with respect to the Complaint in Intervention.

During discussions regarding a possible settlement of the claims by plaintiff United States and plaintiff/intervenor Dunfee against defendant Lund, the interests of the United States and the interests of Dunfee diverged with respect to the remedies sought in this civil action. As a result, the United States has advised Dunfee that it will no longer pursue a claim on her behalf.

Defendant Lund does not currently rent more than three dwellings and does not intend to purchase or rent any additional dwellings in the future.

There has been no factual finding or adjudication by the Court with respect to any matter alleged by plaintiff United States in its Complaint. By this Settlement Agreement and Order ("Agreement"), the United States and defendant Lund wish to avoid costly and protracted litigation and agree to resolve the United States' participation in this civil action without further litigation.

Nothing in this Agreement between plaintiff United States and defendant Lund shall constitute, or be construed as, an admission by Lund that she violated the FHA or any other legal requirement with respect to the West Front Street Property, all of which Lund strongly denies.

Further, this Agreement is not intended to limit, nor does it have the effect of limiting, plaintiff/intervenor Dunfee's ability to proceed with her individual claims in the Complaint in Intervention.

This Agreement is conditioned upon court approval and entry of the Agreement, pursuant to the Joint Motion to Approve and Enter Settlement Agreement and Order and to Dismiss Complaint by Plaintiff United States of America filed by plaintiff United States and defendant Lund.

Accordingly, plaintiff United States and defendant Lund agree to the following settlement of the United States' claims against Lund in this civil action, effective as of the date of court approval and entry of the Agreement:

1. To the extent that defendant Lund is covered by the FHA, Lund shall comply with its provisions and shall not discriminate on the basis of disability as prohibited by the FHA.

2. Defendant Lund does not currently rent more than three dwellings and does not intend to purchase or rent any additional dwellings in the future. If, within two years after court approval and entry of this Agreement, Lund begins to rent more than three dwelling units, Lund shall, within thirty (30) days thereafter, notify plaintiff United States in writing. In addition, within ninety (90) days after providing that written notice to the United States, Lund shall undergo training on the provisions of the FHA pertaining to discrimination on the basis of disability. This training shall be conducted by a qualified individual approved by the United States Department of Justice, and any expenses associated with this training shall be borne by Lund. Within thirty (30) days after completing the training, Lund shall provide to the United States the name(s), address(es) and telephone number(s) of the trainer(s); copies of the training outlines and any materials distributed by the trainer(s); and certifications executed by the trainer(s) confirming Lund's attendance at the training.

3. Defendant Lund's compliance with this Agreement shall fully and finally resolve all claims that plaintiff United States may have against Lund related to the allegations of the

United States' Complaint including, but not limited to, any and all claims for equitable relief and monetary damages and penalties arising from those allegations.

4. As consideration for defendant Lund's compliance with the terms of this Agreement, the Complaint (Doc.1) filed by plaintiff United States in this matter shall be dismissed, pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure.

5. If, within two years after court approval and entry of this Agreement, defendant Lund fails to comply with the terms of this Agreement, plaintiff United States may reopen this case, without prejudice. Otherwise, all claims by the United States against Lund shall be deemed to be dismissed, with prejudice.

6. In the event that any disputes arise about the interpretation of, or compliance with, the terms of this Agreement, plaintiff United States and defendant Lund will endeavor in good faith to resolve the dispute between themselves before bringing the dispute to the Court for resolution. Further, if the United States believes that Lund has violated any provision of this Agreement during the two-year period, the United States will provide Lund with written notice of the alleged violation and will allow 30 days for the parties to attempt to resolve the alleged violation before presenting the dispute to the Court.

7. Plaintiff United States and defendant Lund each will bear its/her own costs and attorneys' fees associated with this civil action.

8. Following dismissal of plaintiff United States' Complaint, the claims by plaintiff/intervenor Dunfee against defendant Lund in the Complaint in Intervention (Doc. 9) will continue, and the caption of the civil action will be amended as follows:

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)	
SALLY LUND,)	
Defendant)	

WHEREFORE, on behalf of their respective clients, the undersigned counsel for plaintiff United States of America and defendant Sally Lund execute this Agreement, conditioned on court approval and entry of the Settlement Agreement and Order in accordance with the accompanying Joint Motion to Approve and Enter Settlement Agreement and Order and to Dismiss Complaint by Plaintiff United States of America.

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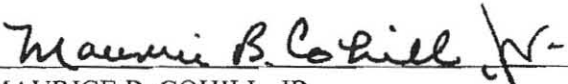
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Attorneys for Defendant Sally Lund

Order

Upon consideration and approval of both the Joint Motion to Approve and Enter Settlement Agreement and Order and to Dismiss Complaint by Plaintiff United States of America and the foregoing Settlement Agreement between plaintiff United States of America and defendant Sally Lund, IT IS SO ORDERED, this 4th day of November, 2013.



MAURICE B. COHILL, JR.
SENIOR UNITED STATES DISTRICT COURT JUDGE