

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
WESTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	Case No. 3:11-cv-02076
	)	
v.	)	
	)	
RYAN RICHARDSON,	)	Judge Jack Zouhary
	)	
and	)	
	)	
RYAN SMITH,	)	
	)	
Defendants.	)	

**SETTLEMENT AGREEMENT**

The United States initiated this matter against the Defendants on September 30, 2011, on behalf of Shaunta Patrick, Rex Tall, their four minor children, and the Toledo Fair Housing Center, pursuant to section 812(o) of the Fair Housing Act, as amended, 42 U.S.C. § 3612(o). The complaint alleges that the Defendants discriminated against Patrick, Tall, and their children on the basis of their race by harassing them, in violation of the Fair Housing Act, 42 U.S.C. § 3617. The complaint further alleges that due to the harassment, Patrick and Tall sought assistance from the Toledo Fair Housing Center, thereby frustrating its mission and causing it to divert its resources, in violation of Section 3617 of the Fair Housing Act, 42 U.S.C. § 3617.

The Parties have agreed to the entry of this Settlement Agreement to resolve all claims of the United States against the Defendants and to avoid further expenses and the uncertainties of litigation. This Agreement is neither an admission of liability by the Defendants nor a concession by the United States that its claims are not well founded.

### I. INJUNCTION

- A. Defendants are enjoined from discriminating on the basis of race, as prohibited by the Fair Housing Act, 42 U.S.C. § 3617. Defendants are further enjoined from taking any action to coerce, intimidate, threaten or interfere with Patrick, Tall, their children, or any members of their immediate families, in their exercise or enjoyment of, or on account of their having exercised or enjoyed, rights granted or protected by the Fair Housing Act, in violation of 42 U.S.C. § 3617.
- B. Defendants are enjoined from contacting Patrick, Tall, their children, or any members of their immediate families, whether verbally, in writing, or through any electronic means, including social media such as Facebook. Patrick and Tall are enjoined from contacting Defendants, whether verbally, in writing, or through any electronic means, including social media such as Facebook.
- C. Defendants are enjoined from intentionally coming within 100 feet of Patrick, Tall, their children, or any members of their immediate families, and from intentionally coming within 250 feet of the residence, school or place of work of Patrick, Tall, their children, or any members of their immediate families.
- D. Defendants are enjoined from engaging in any conduct similar to the conduct that is the alleged in this lawsuit, including making complaints about Patrick, Tall, their children, or any members of their immediate families. This prohibition includes, but is not limited to, complaints to police, child welfare authorities, animal welfare organizations, professional organizations, and neighbors.

### II. REMEDIAL ACTIONS

- A. Within seven days after the entry of this Settlement Agreement by the Court, Defendants shall deliver to Patrick and Tall, through counsel for the United States, a written apology for all of the conduct alleged in the complaint. Counsel for the Government will inform Defendants' counsel if the content of the apology is not deemed satisfactory. In such case, if agreement cannot be reached, the Court shall have the power to resolve this dispute and, if it deems it necessary, to require that Defendants rewrite the apology.
- B. Defendants shall provide to counsel for the United States a written list identifying all persons and entities to whom they have made complaints or negative comments about Patrick, Tall, their children, or any members of their immediate families. This list shall describe the nature of each complaint or negative comment.
- C. Within 21 days after the entry of this Settlement Agreement by the Court, Defendants shall provide to counsel for the United States a retraction, in writing, of each particular complaint or negative comment made to each individual or entity identified in paragraph II(B), above. Each retraction shall be in the form of a letter addressed to each individual or entity and shall be signed by both Defendants. Each retraction must be unequivocal. Counsel for the Government will inform Defendants' counsel if the content of any letter is not deemed satisfactory. In such case, if agreement cannot be reached, the Court shall have the power to resolve this dispute and, if it deems it necessary, to require that Defendants rewrite any retraction. When the retractions are deemed acceptable by Patrick and Tall or by the Court, counsel for the United States shall send them to the addressees.

### **III. MANDATORY EDUCATION AND TRAINING**

Within 120 days of the date of entry of this Settlement Agreement, Defendants shall undergo training on the provisions of the Fair Housing Act pertaining to discrimination on the basis of race. The training shall be conducted by a qualified third party unconnected to Defendants or their counsel, subject to approval by the United States. Defendants shall provide to the United States, within 30 days after the training, the name(s), address(es) and telephone number(s) of the trainer(s) and certifications executed by the trainers confirming their attendance.

#### **IV. COMPENSATION OF AGGRIEVED PERSONS**

The Defendants shall pay to Patrick and Tall, the sum of ten thousand dollars (\$10,000), and shall pay to the Toledo Fair Housing Center the sum of three thousand dollars (\$3,000), of which at least five hundred dollars (\$500) shall be used to purchase advertising promoting fair housing. No amount shall be paid pursuant to this paragraph before Shaunta Patrick and Rex Tall have executed written releases on behalf of themselves and their minor children (in the form of Attachments A and B), and the Toledo Fair Housing Center has executed a written release on behalf of itself (in the form of Attachment C) of all claims, legal or equitable, that they might have against Defendants relating to the claims asserted in this lawsuit. The Defendants shall send checks for these amounts to counsel for the United States within 30 days after the date of entry of this Settlement Agreement.

#### **V. COURT JURISDICTION, SCOPE AND TERM**

A. The Parties have consented to the entry of this Settlement Agreement as indicated by the signatures below. To this end, the Parties stipulate and the Court finds that this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o). This Settlement Agreement is effective immediately upon its entry by the Court.

B. The Court shall retain jurisdiction over this action and over Defendants for five years from the date of entry of this Settlement Agreement to enforce its terms, after which time the case

shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Settlement Agreement if they determine that either Defendant has violated one or more terms of the Settlement Agreement or if the interests of justice otherwise require.

C. The parties to this Settlement Agreement shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Settlement Agreement prior to bringing such matters to the Court for resolution. However, in the event of a failure by either Defendant to perform in a timely manner any act required by this Settlement Agreement or otherwise to act in accordance with any provision thereof, the United States may move

this Court to impose any remedy authorized by law or equity.

So ORDERED this 24 day of May, 2012.

s/ Jack Zouhary  
UNITED STATES MAGISTRATE JUDGE

The undersigned hereby apply for and consent to the entry of this Settlement Agreement:


For the Defendants,

  
\_\_\_\_\_  
RYAN RICHARDSON

For the Plaintiff,  
UNITED STATES OF AMERICA

STEVEN M. DETTELBACH  
United States Attorney

  
\_\_\_\_\_  
RYAN SMITH

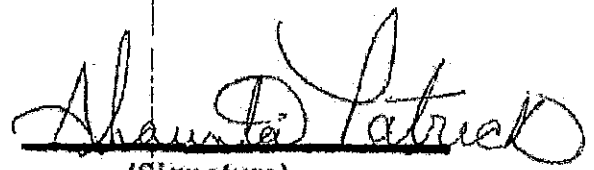
  
By: MICHELLE L. HEYER  
Assistant United States Attorney  
801 West Superior Avenue  
Cleveland, OH 44113  
(216) 622-3686


  
\_\_\_\_\_  
STEPHEN D. HARTMAN  
KERGER & HARTMAN, LLC  
33 S. Michigan St., Ste. 100  
Toledo, OH 43604  
419/255-5990

ATTACHMENT A

Release

In consideration of the Settlement Agreement entered in *United States v. Richardson* (N.D. Ohio), No.3:11-cv-02076, and of the payment of the sum of ten thousand dollars (\$10,000.00) to Rex Tall Jr. and to me, pursuant thereto, I, Shaunta Patrick for myself and as next of kin of my four minor children Heaven Tall, Faith Tall, Rex Tall III and Serenity Tall, hereby release the Defendants named in this action from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in the action as of the date of the entry of the Settlement Agreement. I fully acknowledge and agree that this release of Defendants shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

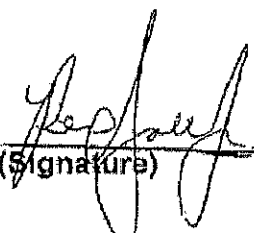
  
(Signature)

  
(Date)

ATTACHMENT B

Release

In consideration of the Settlement Agreement entered in *United States v. Richardson* (N.D. Ohio), No.3:11-cv-02076, and of the payment of the sum of ten thousand dollars (\$10,000.00) to Rex Tall Jr. and to me, pursuant thereto, I, Rex Tall Jr. for myself and as next of kin of my four minor children Heaven Tall, Faith Tall, Rex Tall III and Serenity Tall, hereby release the Defendants named in this action from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in the action as of the date of the entry of the Settlement Agreement. I fully acknowledge and agree that this release of Defendants shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

  
\_\_\_\_\_  
(Signature)  
  
5-22-12  
\_\_\_\_\_  
(Date)



ATTACHMENT C  
Release

In consideration of the Settlement Agreement entered in *United States v. Richardson* (N.D. Ohio), No.3:11-cv-02076, and of the payment of the sum of three thousand dollars (\$3,000.00), pursuant thereto, I, Katherine Broka, on behalf of the Toledo Fair Housing Center, hereby release the Defendants named in this action from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in the action as of the date of the entry of the Settlement Agreement. I fully acknowledge and agree that this release of Defendants shall be binding on my heirs, representatives, executors, successors, administrators, assigns, and subsidiary or affiliated organizations. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Katherine Broka  
(Signature)

President / CEO  
TITLE

5/3/2012  
(Date)