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4 Reno, NV 89501
5 Tel: (775) 784-5438
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7 **UNITED STATES DISTRICT COURT**
8 **DISTRICT OF NEVADA**
9

10
11 UNITED STATES OF AMERICA,) Case No. 3:11-CV-00796-RCJ-WGC
12)
13 Plaintiff,)
14 v.) **CONSENT DECREE**
15)
16 PETER JAN DEANGELI and)
DEANGELI FAMILY TRUST,)
17 Defendants.)
18 _____)
19

20 **INTRODUCTION**

21 1. The United States filed this action on November 2, 2011 to enforce the provisions of Title
22 VIII of the Civil Rights Act of 1968 ("the Fair Housing Act"), as amended by the Fair Housing
23 Amendments Act of 1988, 42 U.S.C. §§ 3601 to 3631.

24 2. The United States' Complaint alleges that Defendants Peter DeAngeli and The DeAngeli
25 Family Trust ("Defendants") violated the Fair Housing Act by declining to allow a friend accompanied
26 by a service animal to visit the apartment of aggrieved persons Ingrid Elizabeth Lampshire and Robert
27 Barabino, evicting Lampshire and Barabino as a result of the service animal's presence in the apartment
28 and retaliating against Lampshire and Barabino based on the service animal's presence. The United

1 States further alleges that, as a result of these actions, aggrieved persons Lampshire and Barabino were
2 denied the full enjoyment of their apartment at Defendants' apartment building. Defendants deny the
3 allegations and do not admit any wrongdoing or liability.

4 3. On or about March 16, 2010, Lampshire and Barabino filed a fair housing complaint with
5 the United States Department of Housing and Urban Development ("HUD") alleging, among other
6 things, that Defendants had engaged in housing discrimination against them on the basis of disability.
7 On October 1, 2010, the complaint was amended to include additional violations of the Fair Housing
8 Act.

9 4. As required by the Fair Housing Act, 42 U.S.C. § 3610(a) and (b), the Secretary of HUD
10 investigated the complaint made by Lampshire and Barabino, attempted conciliation without success
11 and prepared a final investigative report. Based on information gathered in his investigation, the
12 Secretary, pursuant to 42 U.S.C. § 3610(g), determined that reasonable cause exists to believe that
13 illegal discriminatory housing practices occurred. Therefore, on or about September 16, 2011, the
14 Secretary issued a Determination of Reasonable Cause and Charge of Discrimination pursuant to 42
15 U.S.C. § 3610(g), and charged Defendants with discrimination under the Fair Housing Act.

16 5. On October 3, 2011, Defendants elected to have the claims asserted in HUD's Charge of
17 Discrimination resolved in a civil action pursuant to 42 U.S.C. § 3612(a). The Secretary of HUD
18 subsequently authorized the Attorney General to file this action on behalf of aggrieved persons
19 Lampshire and Barabino, pursuant to 42 U.S.C. § 3612(o).

20 6. The parties agree that, to avoid costly and protracted litigation, the claims against
21 Defendants should be resolved without further proceedings or a trial. This Consent Decree resolves the
22 United States' claims in its Complaint against Defendants.

23 **AGREEMENT TO COMPLY WITH FAIR HOUSING ACT**

24 7. Defendants agree to abide by all disability discrimination laws, including 42 USC
25 § 3604(f)(1), 42 USC § 3604(f)(2), 42 USC § 3604(f)(3)(B) and 42 USC § 3617.

1 **POLICY CONCERNING REQUESTS FOR ASSISTANCE ANIMALS**

2 8. No later than thirty (30) days after the date of entry of this Consent Decree, Defendants
3 shall submit for approval to the United States¹ a proposed reasonable accommodation policy. The
4 proposed policy shall, at a minimum, include the information contained in Attachment A.

5 9. Within fourteen (14) days of the United States' approval of the proposed policy,
6 Defendants shall adopt the policy ("the New Policy") and notify in writing each resident of their
7 apartment building of the adoption and implementation of the New Policy. Notice shall be sent via first-
8 class mail, postage prepaid, to each tenant of the property.

9 10. No later than fourteen (14) days after adoption of the New Policy, Defendants shall either
10 publicly post the New Policy in a prominent location at Defendants' apartment building or distribute a
11 copy of the policy to each person who inquires about renting a unit at the building.

12 11. The New Policy, once approved, shall supersede all existing policies, procedures, and
13 resolutions concerning or affecting approval of reasonable accommodations at Defendants' apartment
14 building, including but not limited to approval of assistance animals.

15 **MANDATORY EDUCATION AND TRAINING**

16 12. Within sixty (60) days of the Entry of this Consent Decree, Defendants, and Defendants'
17 employees, agents, and members, shall attend, at Defendants' expense, a training program regarding the
18 Fair Housing Act, including its disability discrimination provisions. The training shall be conducted by
19 a qualified third party, approved by the United States, and unconnected to Defendants, their employees,
20 agents or counsel.

21 13. Defendants shall obtain from the trainer or training entity certificates of attendance
22 signed by each individual who attended the training. The certificates shall include the name of the
23 course, the date the course was taken, the subject matters covered in the course, and the length of the
24 course and/or the time within which the course was completed.

25
26
27 ¹ For purposes of the Consent Decree, documents to be sent to the United States shall be addressed as
28 follows: AUSA Holly A. Vance, United States Attorney's Office, District of Nevada, 100 West Liberty
Street, Suite 600, Reno, NV 55415, or as otherwise directed by counsel for the United States.

1 **NONDISCRIMINATION POLICIES**

2 14. Within fourteen (14) days of the date of entry of this Consent Order and throughout its
3 term, Defendants shall post and prominently display on the premises at Defendants' apartment building,
4 a sign no smaller than eleven (11) inches by fourteen (14) inches indicating that all units are available
5 for sale or rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will
6 satisfy this requirement.

7 15. Throughout the term of this Consent Decree, Defendants shall ensure that any new
8 advertising for Defendants' apartment building in newspapers, in telephone directories, on radio, on
9 television, on the internet, or in other media, and any signs, pamphlets, brochures, or other promotional
10 literature include a fair housing logo, the phrase "Equal Housing Opportunity Provider," and/or the
11 following sentences:

12 We are an Equal Opportunity Housing Provider. We do not discriminate
13 on the basis of race, color, national origin, religion, sex, familial status or
14 disability.

14 **REPORTING AND RECORD-KEEPING**

15 16. Defendants shall notify and provide documentation to the United States of the following
16 events within fourteen (14) days of their occurrence:

- 17 a. The adoption of the New Policy;
- 18 b. The written notice to Defendants' apartment building residents required in
19 Paragraph 9;
- 20 c. The posting of the New Policy required in Paragraph 10 (if applicable);
- 21 d. The training attended pursuant to Paragraph 12, including the certification
22 required in Paragraph 13;
- 23 e. Any change to Defendants' rules or practices affecting the keeping of assistance
24 animals at Defendants' apartment building;
- 25 f. Any denial by Defendants of a request by an apartment building resident or
26 prospective resident to keep an assistance animal, including the resident's name, address, and
27 telephone number, and the details of the request and the reason(s) for its denial; and
28

1 g. Any written or oral complaint against any of the Defendants regarding
2 discrimination on the basis of disability, including a copy of the written complaint itself or a
3 written summary of an oral complaint and the name, address and telephone number of the
4 complainant. Defendants shall also promptly provide the United States with information
5 concerning resolution of the complaint.

6 17. During the effective period of this Decree, Defendants shall preserve all records relating
7 to their obligations under this Consent Decree. Representatives of the United States shall be permitted,
8 upon providing reasonable notice to Defendants, to inspect and copy at reasonable times any and all
9 records related to Defendants' obligations under this Decree.

10 **RELIEF FOR AGGRIEVED PERSONS**

11 18. No later than fourteen (14) days after the date of entry of this Consent Decree,
12 Defendants shall pay the total sum of ten thousand dollars (\$10,000.00) in monetary damages to
13 aggrieved persons Lampshire and Barabino by delivering to counsel for the United States one check
14 payable to "Ingrid Elizabeth Lampshire" in the amount of \$5,000.00 and one check payable to "Robert
15 Barabino" in the amount of \$5,000.00.

16 19. As a prerequisite to receiving such payment, Lampshire and Barabino shall execute and
17 deliver to counsel for the United States a release of all claims legal or equitable, that they may have
18 against Defendants relating to the claims asserted in this lawsuit. Such release shall take the form of
19 Attachments B and C. Counsel for the United States shall deliver the original release form to counsel
20 for Defendants.

21 **JURISDICTION, DURATION, MODIFICATION AND REMEDIES**

22 20. The parties stipulate, and the Court finds, that this Court has subject matter jurisdiction
23 over this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o).

24 21. This Consent Decree is effective immediately upon its entry by the Court.

25 22. The United States agrees to dismissal of this case, but this Court shall retain jurisdiction
26 over this action and the parties thereto for the duration of this Decree for the purpose of enforcing and
27 modifying its terms. This Decree shall be in effect for a period of two (2) years from its effective date.
28


1 23. Any time limits for performance imposed by this Decree may be extended by mutual
2 written agreement of the parties.

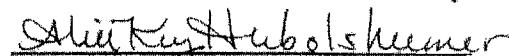
3 24. Each party shall notify the other party of any dispute or difference regarding
4 interpretation and compliance with this Decree, whether willful or otherwise, and shall attempt to
5 resolve such dispute informally. However, in the event of a failure by Defendants to perform in a timely
6 manner any act required by this Consent Decree or otherwise to act in conformance with any provision
7 thereof, Plaintiff may move this Court to impose any remedy authorized by law or equity, including but
8 not limited to an order requiring performance of such act or deeming such act to have been performed,
9 as well as an award of damages, costs and reasonable attorney's fees occasioned by the violation or
10 failure to perform.

11 25. All parties shall be responsible for their own attorney's fees and costs, except as
12 otherwise provided in this Decree.

13
14 DATED: July 8, 2013


15
16 DANIEL G. BOGDEN
United States Attorney

17
18 
19 HOLLY A. VANCE
20 Assistant United States Attorney
21 Counsel for Plaintiff

22
23 
24 ALICE K. HERBOLSHEIMER
25 Enzenberger, Hughes & Herbolsheimer
26 Counsel for Defendant

27 IT IS SO ORDERED:

28 DATED: October 16, 2013


ROBERT C. JONES
United States District Judge

ATTACHMENT A

Reasonable Accommodation Policy

1
2
3
4 The Federal Fair Housing Act and other state and local fair housing laws require that housing
5 owners and managers provide reasonable accommodations for applicants and residents who have
6 disabilities. Peter DeAngeli and The DeAngeli Family Trust are committed to granting reasonable
7 accommodations when necessary to afford persons with disabilities the equal opportunity to use and
8 enjoy a dwelling at Peter DeAngeli's and The DeAngeli Family Trust's apartment building.

9 Reasonable accommodations may include waiving or varying Peter DeAngeli's and The
10 DeAngeli Family Trust's rules or policies to allow a resident with a disability to keep an "assistance
11 animal." An assistance animal is an animal that does work or performs tasks for the benefit of a person
12 with a disability, or provides emotional support or other assistance that alleviates one or more symptoms
13 or effects of a person's disability ("Assistance Animal"). The most common Assistance Animals are
14 dogs, although other animals may qualify as assistance animals. Assistance Animals are not pets under
15 Peter DeAngeli's and The DeAngeli Family Trust's policies, and Assistance Animals will be governed
16 by this policy and not Peter DeAngeli's and The DeAngeli Family Trust's pet policy. Peter DeAngeli
17 and The DeAngeli Family Trust recognizes the importance of Assistance Animals and is dedicated to
18 ensuring that Peter DeAngeli's and The DeAngeli Family Trust's apartment building residents with
19 Assistance Animals – whether owners, occupants or renters – may keep them in their units.

20 If a resident with a disability requests a reasonable accommodation for an Assistance Animal,
21 Peter DeAngeli and The DeAngeli Family Trust must determine whether the animal provides assistance
22 needed by that resident to afford him or her an equal opportunity to enjoy living at Peter DeAngeli's and
23 The DeAngeli Family Trust's apartment building. Many times, both the disability and the assistance
24 provided by the Assistance Animal is obvious – for example, a dog guiding an individual who is blind or
25 has low vision, or a dog pulling the wheelchair of a person with a mobility impairment. If this is the
26 case, no further inquiry will be made and Peter DeAngeli and The DeAngeli Family Trust will grant the
27 resident the reasonable accommodation.

28

1 In the case of a resident who requests a reasonable accommodation for an Assistance Animal that
2 provides emotional support or other assistance that alleviates one or more symptoms or effects of the
3 resident's disability, Peter DeAngeli and The DeAngeli Family Trust may require a written statement
4 from a health or social service professional² indicating:

- 5 i. That the applicant has a disability,³ and
- 6 ii. That the animal would provide emotional support or other assistance that would alleviate
7 one or more symptoms or effects of the disability.

8 In the case of a resident who requests a reasonable accommodation for an Assistance Animal that
9 does work or performs tasks for the benefit of a person with a disability, Peter DeAngeli and The
10 DeAngeli Family Trust may require that the resident provide:

- 11 i. A written statement from a health or social service professional indicating that the person
12 has a disability, and
- 13 ii. Information that the animal has been individually trained to do work or perform tasks that
14 would alleviate one or more symptoms or effects of the disability, or information that the
15 animal, despite lack of individual training, is able to do work or perform tasks that would
16 alleviate one or more symptoms or effects of the disability.

17 In the case of an Assistance Animal that both provides emotional support or other assistance that
18 alleviates one or more symptoms or effects of a disability and does work or performs tasks for the
19 benefit of a person with a physical disability, Peter DeAngeli and The DeAngeli Family Trust may
20 require compliance with either of the two preceding paragraphs, but not both.

21 Peter DeAngeli and The DeAngeli Family Trust will not require compliance with any of the
22 following requirements:
23

24 _____
25 ² "Health or social service professional" means a person who provides medical care, therapy or
26 counseling to persons with disabilities, including, but not limited to, doctors, physician assistants,
27 psychiatrists, psychologists, or social workers.

28 ³ 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, a person who is regarded as having
such an impairment, or a person with a record of such an impairment.

- 1 i. In the case of an Assistance Animal that provides emotional support or other assistance
2 that alleviates one or more symptoms or effects of a disability, that the animal be trained
3 as an emotional support animal or have a certification of its efficacy, or
- 4 ii. That the resident pay any fee, deposit or other charge for keeping the animal, or obtain
5 insurance as a condition of keeping the animal.

6 In processing requests for Assistance Animals, Peter DeAngeli and The DeAngeli Family Trust
7 will take reasonable measures to protect the confidentiality of any information or documentation
8 disclosed in connection with the requests. Such measures may include limiting access to such
9 information to persons specifically designated to deal with requests for reasonable accommodations,
10 who will disclose information only to the extent necessary to determine whether to grant the request, and
11 keeping all written requests and accompanying documentation in a secure area to which only those
12 designated persons have access, except as otherwise required by law.

13 It is the responsibility of a person with a disability who is a resident, tenant or occupant of a unit
14 to inform Peter DeAngeli and The DeAngeli Family Trust as to the need for an Assistance Animal for
15 the resident, tenant or occupant of a unit, and to request a reasonable accommodation and provide any
16 required documentation. A person with a disability may request a reasonable accommodation orally, but
17 it will be more helpful to make it in writing. To that end, Peter DeAngeli and The DeAngeli Family
18 Trust has a "Form to Request An Assistance Animal" (attached to this Policy) which a person with a
19 disability can use to make a reasonable accommodation request for an Assistance Animal.

20 If the applicant requires assistance in completing the form, the Property Manager, on-site
21 property caretaker or his or her designee will provide assistance or will fill out the form based on an oral
22 request. Peter DeAngeli and The DeAngeli Family Trust is using the form to record reasonable
23 accommodation requests so that we obtain only the information necessary to make a reasonable
24 accommodation decision and do not obtain confidential information that we do not need to make a
25 reasonable accommodation decision.

26 Once a completed request with any required documentation is received, Peter DeAngeli and The
27 DeAngeli Family Trust will provide a response within fourteen days. Before denying a request, Peter
28 DeAngeli and The DeAngeli Family Trust will attempt to engage in an interactive process with the

1 person making the request in which the parties discuss possible alternative accommodations that might
2 effectively meet the person's disability-related needs. Peter DeAngeli and The DeAngeli Family Trust
3 recognize that a person with a disability is generally in the best position to know whether or not a
4 particular accommodation will be effective in meeting his or her needs. If a request is denied, an
5 explanation for the denial will be included in the written notification of denial. If a person with a
6 disability believes that a request has been denied unlawfully or that the response is delayed
7 unreasonably, he or she may file a complaint with:

8 U.S. Department of Housing and Urban Development
9 Office of Fair Housing and Equal Opportunity
10 451 Seventh Street, SW
11 Washington, DC 20410
12 (800) 669-9777
13 <https://www5.hud.gov/Hud903/main/pagHUD903Form.jsp>
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1 **FORM TO REQUEST AN ASSISTANCE ANIMAL**

2 The Federal Fair Housing Act and other state and local fair housing laws require that housing
3 owners and managers provide reasonable accommodations for applicants and residents who have
4 disabilities. Peter DeAngeli and The DeAngeli Family Trust are committed to granting reasonable
5 accommodations when necessary to afford persons with disabilities the equal opportunity to use and
6 enjoy a dwelling at Peter DeAngeli's and The DeAngeli Family Trust's apartment building.

7 Under fair housing laws, a person with a disability is defined as a person who has a physical or
8 mental impairment that substantially limits one or more major life activities, a person who is regarded as
9 having such an impairment, or a person with a record of such an impairment. Reasonable
10 accommodations may include waiving or varying Peter DeAngeli's and The DeAngeli Family Trust's
11 rules or policies to allow a resident to keep an assistance animal. An assistance animal is an animal that
12 does work or performs tasks for the benefit of a person with a disability, or provides emotional support
13 or other assistance that alleviates one or more symptoms or effects of a person's disability (Assistance
14 Animal).

15 If you or someone associated with you has a disability and you believe that there is a need for an
16 Assistance Animal as a reasonable accommodation for the person with a disability to use and enjoy a
17 dwelling unit at Peter DeAngeli's and The DeAngeli Family Trust's apartment building, please complete
18 this form and return it to the on-site caretaker or Peter DeAngeli's and The DeAngeli Family Trust's
19 management office. Please check all items that apply and answer all questions. Peter DeAngeli and The
20 DeAngeli Family Trust will answer this request in writing within 14 days. All information provided to
21 Peter DeAngeli and The DeAngeli Family Trust in connection with this request will be kept
22 confidential, except as otherwise required by law. If you require assistance in completing this form,
23 please call the management office at [INSERT PHONE NUMBER] for assistance or to make an oral
24 request for a reasonable accommodation.

25 1. Do you require assistance filling out this form?

26 Yes No

27 If your answer is "Yes," and you do not have someone who can assist you, please ask [INSERT NAME
28 AND PHONE NUMBER] to assist you in filling out this form.

1 If your answer is "No," continue on to Question No. 2.

2 2. Today's Date: _____

3 3. I am (please check one):

4 _____ The person who has a disability and is requesting an Assistance Animal. If so, continue to
5 Question 4.

6 _____ A person making a request on behalf of or assisting the person with a disability who needs an
7 Assistance Animal. Please fill out the information below:

8 Name of person filling out form: _____

9 Address: _____

10 Telephone number: _____

11 Relationship to person needing Assistance Animal: _____

12 4. Name of person with a disability for whom a reasonable accommodation is being requested:

13 _____

14 Phone number: _____

15 Address: _____

16 5. Is the person with a disability who is requesting an Assistance Animal doing so so that he or she
17 can have an equal opportunity to use and enjoy a dwelling at Peter DeAngeli's and The DeAngeli
18 Family Trust's apartment building?

19 Yes No

20 6. Designate the species of animal for which you are making a reasonable accommodation request
21 e.g., "dog," "cat,": _____

22 7. Provide the name and physical description (size, color, weight, any tag and/or license) of the
23 animal for which you are making a reasonable accommodation request:

24 _____

25 _____

26 _____

27

28

1 8. Does the animal for which you are making a reasonable accommodation request perform work or
2 do tasks for you because of your disability?

3 Yes No (If "No," continue to Question 9)

4 If the answer is yes:

5 (a) provide a statement from a health or social service professional indicating that you have a
6 disability (i.e. you have a physical or mental impairment that substantially limits one or more major life
7 activities); and

8 (b) explain below how the animal has been trained to do work or perform tasks that alleviate one
9 or more symptoms or effects of your disability or, if the animal lacks individual training, how the animal
10 is able to do work or perform tasks that would alleviate one or more symptoms or effects of your
11 disability:

12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____

22 You may provide any additional information or documentation of the training or work you describe
23 above and attach it to this application.

24 9. If the animal for which you are making a reasonable accommodation request does not perform
25 work or do tasks for you because of your disability, but provides emotional support or alleviates one or
26 more symptoms or effects of your disability, please submit a statement from a health or social service
27 professional stating that (a) you have a disability (i.e. you have a physical or mental impairment that
28 substantially limits one or more major life activities); and (b) the animal would provide emotional

1 support or other assistance that would alleviate one or more symptoms or effects of your disability and
2 how the animal alleviates the symptoms or effects. Please attach such a statement to this application.

3
4 _____
Signature of person making request

_____ Date

5
6 _____
Signature of person with disability

_____ Date

7
8
9 *TO BE COMPLETED BY MANAGEMENT*

10
11 Form accepted by: _____

12 Date _____

13
14 _____
Signature

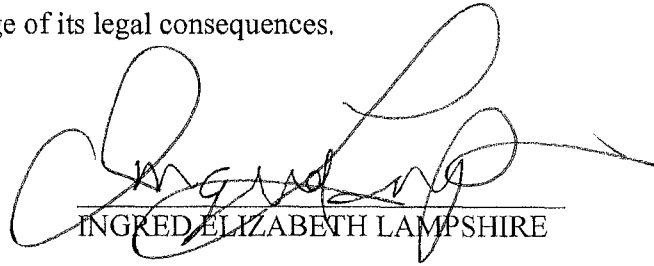
ATTACHMENT B

Release

In consideration of the Consent Order entered in *United States of America v. Peter DeAngeli and The DeAngeli Family Trust*, Civil Action No. 3:11-cv-00796-RCJ-WGC (D. Nev.) and of the payment of the sum of \$5,000.00 to me pursuant to that Consent Order, I, Ingrid Elizabeth Lampshire, hereby release Defendants named in this action (Civil Action No. 3:11-cv-00796-RCJ-WGC (D. Nev.)) from any and all liability for any claims, legal or equitable, I may have against Defendants arising out of the issues alleged in the action as of the date of the entry of the Consent Decree. 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.

Date:

07-08-2013



INGREDE ELIZABETH LAMP SHIRE

Attachment C

RELEASE OF ALL CLAIMS

1
2 FOR AND IN CONSIDERATION of the payment to the undersigned, Robert E.
3 Barabino, of the sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), the receipt
4 of which is hereby acknowledged, the undersigned does hereby release, acquit and forever
5 discharge Jan Peter DeAngeli and the DeAngeli Family Trust, and each, every and all of their
6 agents, servants, employees, representatives, insurers, attorneys, children, successors and
7 assigns of and from any and all state and federal actions, causes of action, claims for common
8 law or statutory bad faith, claims, demands, costs, expenses, and without limitation to the
9 foregoing, any and all claims or causes of action whatsoever existing in the undersigned,
10 either directly or indirectly, on account of or in any way growing out of or connected with any
11 and all known or unknown causes of action, claims, demands, damages, losses or liabilities of
12 whatsoever character, and without limitation to the foregoing, related to or arising out of his
13 tenancy of an apartment unit located at 1425 N. Virginia Street, Apt. E, in Reno, County of
14 Washoe, State of Nevada, all as more fully set forth in Cases No. 3:11-cv-00796-RCJ-(WGC)
15 and 3:13-cv-0198-RCJ-(WGC), filed in the United States District Court, District of Nevada in
16 which actions the United States of America and Robert E. Barabino, respectively, are
17 Plaintiffs, and Jan Peter DeAngeli and the DeAngeli Family Trust are the Defendants, and that
18 said Defendants and any and all of their agents, servants, employees, representatives, insurers,
19 attorneys, children, successors and assigns, are hereby forever and completely released,
20 discharged and acquitted of and from any and all claims or causes of action held or claimed by
21 the undersigned in any legal capacity whatsoever, whether set forth in said actions for
22 damages on file in the above-mentioned court or not, or in any way arising or growing out of
23 the premises as alleged and set forth in said actions or not, all from the beginning of time until
24 the date hereof.

25 In making this release and agreement, it is understood and agreed that the undersigned
26 specifically warrants and represents that in so doing he has had a full and fair opportunity to
27 seek, retain and be advised by legal counsel of his own selection; however, he has chosen to
28 represent himself in this matter, and he is fully familiar with all of the circumstances

1 surrounding the disputed claims, and in executing this release, he does so relying wholly upon
2 his own judgment, and the undersigned represents that he has been in no way influenced
3 whatsoever in making this release by any representations or statements whatsoever, including
4 the matters set forth herein or any other matter, made by any person, individual or corporation,
5 or any agent, employer or servant thereof, who is hereby released, or by any person or persons
6 representing any of them.

7 It is expressly understood that this settlement is a compromise of a doubtful and
8 disputed claim and receipt of the aforesaid sum of money is not to be construed as an
9 admission or acknowledgment of liability or responsibility on the part or parts of any
10 individual, person or corporation, or agent, servant, employer or representative thereof, herein
11 released, by each of whom all liability or responsibility is expressly denied.

12 The undersigned expressly understands that the injuries or damages suffered by him
13 may be permanent and progressive and that all of the injuries, damages and/or losses may not
14 now be fully known and may be more numerous or more serious than now expected, and may
15 be of a different type and nature than now known or expected.

16 The undersigned further expressly agrees that this release and compromise releases all
17 claims and demands sued upon by the United States of America on behalf of the undersigned
18 in that certain action pending in the United States District Court, District of Nevada, being
19 Cases 3:11-cv-00796-RCJ-(WGC), entitled United States of America, Plaintiff, vs. Jan Peter
20 DeAngeli and the DeAngeli Family Trust, Defendants, as well as all claims and demands sued
21 upon by the undersigned, in proper person, in Case No. 3:13-cv-0198-RCJ-(WGC), entitled
22 Robert E. Barabino, Plaintiff vs. Jan Peter DeAngeli and the DeAngeli Family Trust,
23 Defendants, and the undersigned hereby agrees to a dismissal with prejudice and retraxit of
24 said actions.

25 The undersigned further acknowledges that this release constitutes a memorialization
26 of a good faith settlement of the claim of the undersigned against the parties heretofore
27 defined, and further acknowledges that the Release of All Claims is given in good faith to said
28 persons and entities.

This release contains the entire agreement between the parties hereto, and the terms of

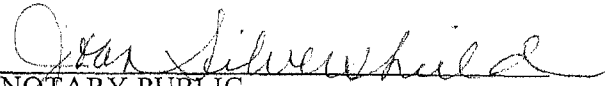
1 this release are contractual, and not mere recitals. The undersigned further declares that this
2 entire release has been carefully read, that the contents hereof are fully known and understood,
3 that the same is signed as a free and voluntary act of the undersigned, and that it is the express
4 intention of the undersigned to waive, release and discharge any and all claims or causes of
5 action of whatsoever character against the said parties heretofore defined, and each, every and
6 all of his agents, servants, employees, insurers, representatives, attorneys, successors and
7 assigns, and to be fully and legally bound hereby.

8 WITNESS the hand of the undersigned this 8 day of July, 2013.

9
10 
11 ROBERT E. BARABINO

12 STATE OF Nevada)
13 COUNTY OF Washoe) : ss.

14 On this 8th day of July, 2013, personally appeared before me, a
15 Notary Public, Robert E. Barabino, who acknowledged that he executed the foregoing
16 RELEASE OF ALL CLAIMS.

17 
18 NOTARY PUBLIC

