

## SETTLEMENT AGREEMENT

### I. INTRODUCTION

This Settlement Agreement ("Agreement") is entered into jointly by the parties to resolve the claims of the United States, in the matter styled *United States of America v. William Swanson*, No. 2:12-cv-00310-SJM (W.D. Pa.), that Defendant William Swanson discriminated on the basis of disability in violation of the Fair Housing Act 42 U.S.C. §§ 3601-3619 ("FHA"). These claims were brought by the United States on its own behalf and on behalf of Sharon Dunfee pursuant to Section 812(o) of the Fair Housing Act, 42 U.S.C. § 3612(o). Mr. Swanson denies these claims.

There has been no factual finding or adjudication with respect to any matter alleged by the United States. Accordingly, the execution of this Agreement is not, and is not to be considered as, an admission or finding of any violation of the FHA by Mr. Swanson. The parties have entered into this Agreement to resolve voluntarily the claims asserted by the United States in order to avoid the risks and burdens of litigation.

### II. TERMS OF AGREEMENT

1. William Swanson shall pay to Sharon Dunfee the sum of \$6,000.
2. In consideration for this the payment of \$6,000, Sharon Dunfee shall sign the Release in Attachment A.
3. Payment of the \$6,000 shall be by cashier's check made out to Sharon Dunfee and delivered via ~~Federal Express~~ <sup>AAO OVERNIGHT U.S. MAIL</sup> or in person to Ms. Dunfee's counsel at the below address. The cashier's check shall be sent within 5 days of the execution of this Agreement or receipt of the executed release in Attachment A by counsel for Mr. Swanson, whichever is later.

Jaime Milligan, Esq.  
10 West Cherry Ave.  
Washington, PA 15301

4. This Agreement may be signed by the parties in counterparts.
5. This Agreement may be modified by mutual written agreement of the parties.
6. This Agreement fully and finally resolves all claims of the United States relating to the alleged violations of the FHA by means of discriminating on the basis of disability, as alleged in the Complaint in this action, including all claims for equitable relief and monetary damages and penalties. Each party to this Agreement will bear its own costs and attorney's fees associated with this litigation.
7. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements and understandings.
8. Contemporaneously with the execution of this Agreement, the United States shall file a Notice of Dismissal with the United States District Court for the Western District of Pennsylvania.

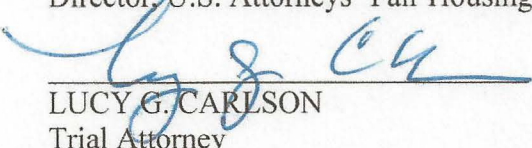
The undersigned hereby agree to the terms of this Settlement Agreement:

For the United States:

THOMAS E. PEREZ  
Assistant Attorney General  
Civil Rights Division

STEVEN H. ROSENBAUM  
Chief  
Civil Rights Division  
Housing and Civil Enforcement Section

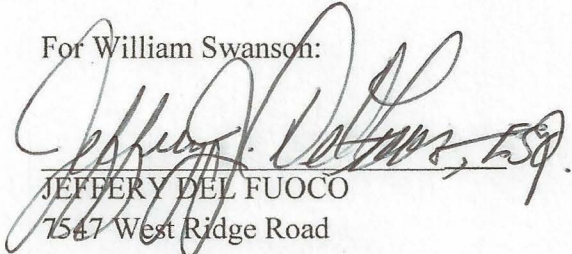
ELIZABETH SINGER  
Director, U.S. Attorneys' Fair Housing Program



LUCY G. CARLSON  
Trial Attorney  
United States Department of Justice  
Civil Rights Division  
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950 Pennsylvania Avenue, N.W. – G St.  
Washington, DC 20530  
Tel.: (202) 305-0017  
Fax: (202) 514-1116  
Lucy.Carlson@usdoj.gov

Date: 3/18/2013

For William Swanson:



JEFFERY DEL FUOCO  
7547 West Ridge Road  
P.O. Box 244  
Fairview, PA 16415  
Tel.: (727) 267-8718  
delfuocolaw@gmail.com

Date: 18 MARCH 2013

**ATTACHMENT A  
RELEASE OF CLAIMS**

In consideration of the payment of the sum of \$6,000 (six thousand dollars), pursuant to the Settlement Agreement resolving *United States v. William Swanson*, No. 2:12-cv-00310-SJM (W.D. Pa.), I, Sharon Dunfee, hereby release William Swanson from any and all liability for any claims, legal or equitable, I may have against him arising out of the issues alleged in the action as of the date of the execution of the Settlement Agreement. I fully acknowledge and agree that this release of William Swanson 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.

Sharon L. Dunfee  
Sharon Dunfee

Date: 3/6/13