

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

UNITED STATES OF AMERICA,	§	
	§	
Plaintiff,	§	CIVIL NO.: 6:13-CV-00744-KNM
	§	
v.	§	
	§	
GEORGE TOONE and	§	
IN TOONE SERVICES, LLC d/b/a	§	
TEXAN RV PARK,	§	
Defendants.	§	
_____	§	

MEDIATED SETTLEMENT ORDER

1. The United States initiated this action on October 3, 2013, on behalf of Roxanne Joganik and Darlina Anthony against Defendants George Toone and In Toone Services, LLC d/b/a Texan RV Park (“Defendants”), pursuant to 42 U.S.C. § 3612(o). The complaint alleges that Defendants violated 42 U.S.C. §§ 3604(b) and (c), and § 3617.

2. Defendants unequivocally deny the allegations in the United States’ Complaint, do not admit any wrongdoing, and maintain that they complied with their obligations under law.

3. Except as specifically set forth herein, this Mediated Settlement Order is not intended to alter or limit the rights, powers, and authority granted to Defendants under state or federal law.

4. The United States and Defendants acknowledge that bona fide disputes exist between them; and, without admission of liability, but to compromise and settle all issues asserted or that could have been asserted in the above case, all of such issues are compromised

and settled to avoid protracted and costly litigation.¹ Therefore, the parties consent to the entry of this Mediated Settlement Order, as shown by the signatures below.

Accordingly, it is ADJUDGED, ORDERED, and DECREED as follows:

5. Within fourteen (14) days after the entry of this Mediated Settlement Order, Defendants shall permanently and fully release any and all state court judgments held by them and entered against Scott Pepos a/k/a Roxanne Joganik a/k/a Roxann Fanteal (“Ms. Joganik”) and/or Darlina Anthony (“Ms. Anthony”). Defendants shall provide counsel for the United States with a copy or copies of the executed and filed release(s) within three (3) days after they are filed in court.

6. Within five (5) days after entry of this Mediated Settlement Order, Defendants agree to and shall amend and implement the Texan RV Park Rules (“Rules”) to prohibit management from refusing entrance or applying different terms and conditions based on “sex” or “familial status.” Further, Defendants agree not to amend the Rules in such a manner as to disavow the Defendants’ duty to comply with federal laws alleged by the Plaintiff to be applicable to the Defendants’ operations at the Park. The amended Rules required by this paragraph shall remain in effect continuously for at least one (1) year from the date of entry of this Order.

7. Within fifteen (15) days of the entry of this Mediated Settlement Order, Defendants, or a designee, shall distribute the revised Rules to all of the current guests of the Subject Property and all of Defendants’ employees, agents, and persons acting under the direction of any of the Defendants (collectively “Agents”) who have responsibility for showing,

¹ All parties have relied exclusively on the legal advice of their legal representatives and not any advice of the court-appointed mediator. The parties will not subpoena the mediator in relation to this action.

managing, or operating any and all properties, including hook-up sites and common areas at the Subject Property. In addition, for at least one (1) year from the entry of this Order, Defendants shall distribute the revised Rules to all guests of the subject property, and to all of Defendants' agents within five (5) days after the guests begin their stay or agents assume their duties at the Subject Properties.

8. Within fifteen (15) days of the entry of this Mediated Settlement Order and continuously for at least one (1) year thereafter, Defendants shall prominently post the revised Rules at all management and RV Park offices that Defendants use at the Subject Property.

9. Within fifteen (15) days of the entry of this Mediated Settlement Order, Defendants shall provide a copy of this Order to its Agents who have responsibility for showing, managing, or operating any and all properties, including hook-up sites and common areas at the Subject Property.

10. Upon entry of this Mediated Settlement Order, the case shall be dismissed with prejudice. The Court retains jurisdiction to enforce the Order's terms and provisions.

11. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Mediated Settlement Order prior to bringing such matters to the Court for resolution.

12. Within fourteen (14) days after the entry of this Mediated Settlement Order, the Defendants shall send to counsel for the United States, via overnight delivery, a cashier's check made payable to "Roxann Joganik" in the amount of \$3,000 and a cashier's check made payable to "Darlina Anthony" in the amount of \$1,000. The United States agrees that the relief specified and in this Consent Decree, including in this paragraph, fully satisfies the United States' claims in this litigation.

13. Counsel for the United States will distribute the monetary relief described in the preceding Paragraph to Ms. Joganik and Ms. Anthony after they have executed and returned to the United States written releases (in the form of **Appendix A**) of all claims, legal or equitable, that they may have against the Defendants. Thereafter, the United States shall deliver to counsel for the Defendants the original, executed releases of Ms. Joganik and Ms. Anthony

14. The parties agree that, as of the date of entry of this Mediated Settlement Order, litigation is not reasonably foreseeable concerning the matters described herein. To the extent that any party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in this Mediated Settlement Order, the party is no longer required to maintain such a litigation hold.

15. Each party to this litigation will bear its own costs and attorneys' fees associated with this litigation.

So ORDERED and SIGNED this 17th day of July, 2014.



K. NICOLE MITCHELL
UNITED STATES MAGISTRATE JUDGE

APPENDIX A

Full and Final Release of Claims

In consideration for the parties' agreement to the terms of the Mediated Settlement Order entered in *United States v. Toone and In Toone Services, LLC d/b/a Texan RV Park.*, as approved by the United States District Court for the Eastern District of Texas, and in consideration for the payment of \$_____, I, _____ [print name], a/k/a _____ [print names] do hereby forever release, waive and discharge George Toone and In Toone Services, LLC d/b/a Texan RV Park and their respective employees, officers, agents, divisions, subsidiaries, parent corporations, affiliates, successors and assigns, and all other persons and entities, of and from any and all claims, demands, actions, causes of action, known or unknown, suspected or unsuspected, relating in any manner whatsoever to that certain incident including, without limitation, all of those matters which were raised or could have been raised in that certain action pending in the United States District Court for the Eastern District of Texas, as Action Number 6:13-CV-00744, entitled United States of America vs. George Toone and In Toone Services, LLC d/b/a Texan RV Park.

I acknowledge and understand that this Release is intended to be a full and final compromise, release and settlement of all claims, demands, actions, causes of action, known or unknown, suspected or unsuspected, relating to the above described incident and matters. I acknowledge that different or additional facts may be discovered in addition to what I now know or believe to be true with respect to the matters herein released, and that I agree that this Release shall be and remain in effect in all respects as complete and final releases of the matters released, notwithstanding any different or additional facts.

I am sole possessors of the claims or causes of action being released, and I have not assigned or otherwise transferred said claims or causes of actions. I acknowledge and understand that this Agreement shall bind and be binding upon my heirs, personal representatives, spouse, executors, administrators, and assigns, and shall inure to the benefit of their agents, employees, servants and successors.

I acknowledge and understand that, by signing this Release, I am waiving any right to pursue my own legal action against Defendants George Toone and In Toone Services, LLC d/b/a Texan RV Park based on the alleged by the United States in this case.

I also acknowledge that I have been informed that I may review the terms of this Release with an attorney of my choosing, and to the extent that I have not obtained legal advice, I voluntarily and knowingly waive my right to do so.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this ___ day of _____, 2014.

Signature

Print Name