

**SETTLEMENT AGREEMENT BETWEEN
PLAINTIFF UNITED STATES OF AMERICA AND
DEFENDANTS DAVID MONTANUS AND LISA MONTANUS**
United States v. David Montanus and Lisa Montanus, No. 1:25-cv-195-SM-TSM (D.N.H)

I. BACKGROUND

1. This Settlement Agreement (“Agreement”) is entered into by Plaintiff United States of America and Defendants David Montanus and Lisa Montanus.

2. On May 23, 2025, the United States filed civil action No. 1:25-cv-195 in the United States District Court for the District of New Hampshire. This lawsuit was filed to enforce the Housing Rights Subpart of the Violence Against Women Act Reauthorization Act of 2022 (“VAWA”), 34 U.S.C. §§ 12491–12496. The United States brought this action under 34 U.S.C. § 12495(d) and 42 U.S.C. § 3612(o) on behalf of Brittani Grassini (the “Complainant”). See Compl., ECF No. 1.

3. Specifically, the United States alleges that Defendants violated 34 U.S.C. § 12495 when they unlawfully penalized Complainant by evicting her and threatening eviction after she sought police assistance for domestic violence.

4. The United States and Defendants (collectively, “the Parties”) agree to resolve the claims in this lawsuit without further litigation. The Parties, through their authorized representatives, agree that the consideration described below is adequate and sufficient, and agree to resolve this case as follows:

II. JOINT MOTION FOR DISMISSAL

5. Joint Motion for Dismissal. Upon execution of this Agreement, the Parties shall jointly move the Court for dismissal with prejudice of the underlying lawsuit, pursuant to Fed. R. Civ. P. 41(a)(2), subject to the Court’s retention of jurisdiction as set forth in Paragraph 6. This Agreement will be included as an exhibit to that motion. The joint motion will ask that the Court make the dismissal effective 14 days from the entry of its order, so that dismissal takes effect after the monetary payment required by Paragraph 7 has been made.

6. Retention of Jurisdiction. The motion to dismiss will request that the Court retain jurisdiction over any disputes between the Parties arising out of the Agreement.

III. MONETARY DAMAGES AND RELEASE OF CLAIMS

7. Monetary Settlement. Defendants shall pay a total sum of \$25,000 for the purpose of paying monetary damages as follows:

- a. Within five days of the final signature on this Agreement, Defendants shall deliver certified payment for Brittani Grassini in the amount of \$18,750,

according to the United States' instructions, sent to the United States' counsel by overnight delivery with tracking capability.¹

- b. The United States shall deliver payment to the Complainant after obtaining her signed release of claims in the form of Attachment A.
- c. Defendants will deliver the remaining \$6,250 to be deposited into two accounts established on behalf of Complainant's two minor children identified in the HUD charge. The accounts will be established by the United States and may not be accessed by anyone but the minor children at the time those children turn 21. The United States will provide instructions on the method and timing of funding those accounts. If additional steps (such as court order) are required, the parties will cooperate to complete those steps.
- d. These monetary damages constitute a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, Defendants will not seek to discharge any part of this debt in bankruptcy.

8. Release of Claims by Complainant. Complainant will receive the payment referenced above only after signing the release of claims form included as Attachment A. After Complainant has signed the form, the United States shall provide a copy of the completed release to Defendants' counsel.

9. Release of Claims by Defendants. Defendants agree to release Complainant from any and all liability for claims they may have against her relating to this lawsuit or her tenancy or residency at 49 Drew Woods Dr., Derry, NH ("the Subject Property").

IV. NON-MONETARY RELIEF

10. Prohibition Against VAWA Violation. In accordance with 34 U.S.C. § 12495(b)(1)(B), Defendants, as well as their agents or persons working with them, will not penalize any landlords, homeowners, tenants, residents, occupants, and guests of, and applicants for, housing based on requests for law enforcement or emergency assistance.

11. Reporting Residential Rental Properties. Defendants represent that they do not presently own, operate, or manage any residential rental property, including the Subject Property, and that they do not intend to acquire an interest in any residential rental property. If, during the term of this Agreement, a Defendant acquires such an interest, he or she must notify the United States within seven days, identifying the property and the nature of the interest, and providing documents memorializing the transfer or creation of the interest.

¹ All notices and materials required by this Agreement to be sent to counsel for the United States shall be sent via email to anna.purinton@usdoj.gov and HCE.Compliance@usdoj.gov, or by private business carrier delivery service such as FedEx or UPS (not USPS) addressed as follows: Chief, c/o Anna Purinton, Housing & Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 150 M Street, NE, 8th Floor, Washington, DC 20002, Attn: DJ# 228-47-1, or as otherwise directed by the United States.

12. Education and Training. If a Defendant acquires an interest in a residential rental property pursuant to Paragraph 11, Defendants and any employees or agents with property management responsibilities shall attend, at Defendants' expense, live training on the Housing Rights Subpart of VAWA. No fewer than 21 days before the training, Defendants will provide the United States with the name, contact information, and resume of the trainer, who must be a qualified third-party unconnected to Defendants or their counsel. Each individual who receives training shall execute a Certification of Training, included as Attachment B, a copy of which will be provided to the United States within seven days of completion of the training.

13. Credit Reporting. Defendants attest that they have not made any adverse credit reports related to Complainant's tenancy at the Subject Property. They agree that they will not make any such reports in the future regarding Complainant's tenancy at the Subject Property.

V. OTHER PROVISIONS

14. Effective Date. The Effective Date of this Agreement is the date of the signature of the last signatory to this Agreement.

15. Compliance Period. The provisions of this Agreement shall remain in effect for three years from the Effective Date.

16. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties.

17. Costs. The Parties will bear their own costs and attorneys' fees associated with this litigation, except as provided in Paragraph 18.

18. Compliance Disputes. The Parties shall endeavor in good faith to informally resolve any differences regarding the interpretation of, and compliance with, this Agreement prior to bringing such matters to the Court for resolution. However, if any Defendant violates this Agreement, the United States may move the Court to restore this Civil Action to the active docket of this Court for purposes of resolution of any such claim for breach, or may file a separate action for breach of this Agreement, or any provision thereof, in the United States District Court for the District of New Hampshire. This Court shall serve as the exclusive jurisdiction and venue for any dispute concerning this Agreement. The Parties consent to and agree not to contest the jurisdiction of this Court. The Parties further acknowledge that venue in this Court is appropriate and agree not to raise any challenge on this basis. In the event the United States reinstates this Civil Action, or in any lawsuit to remedy a breach of this Agreement, the United States may seek any remedy authorized by law or equity, including civil contempt proceedings, an order requiring performance or non-performance of certain acts, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

19. Severability. Should any provision of this Agreement be determined by a court to be unenforceable, the other terms shall not be affected; however, if the severance materially alters the rights or obligations of the Parties, the Parties shall engage in good faith negotiations to adopt mutually agreeable amendments as may be necessary to restore the Parties as closely as possible to the initially agreed upon rights and obligations.

20. Authority. The individuals signing this Agreement represent that they are authorized to do so on behalf of the respective individual or entity for which they have signed.

21. Counterparts. This Agreement may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be considered one document.

22. Termination of Litigation Hold. The Parties agree that, as of the Effective Date, litigation is not “reasonably foreseeable” concerning the matters described in the United States’ Complaint. To the extent that any Party implemented a litigation hold to preserve documents, electronically-stored information, or things related to the matters described above, they are no longer required to maintain such litigation hold.

For Plaintiff United States of America:

Dated: 4/16/26

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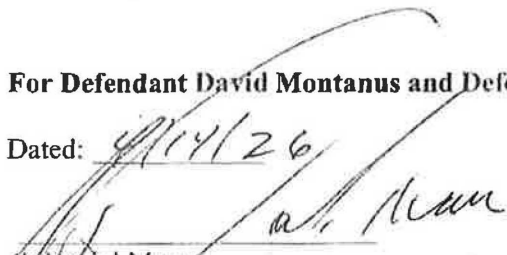
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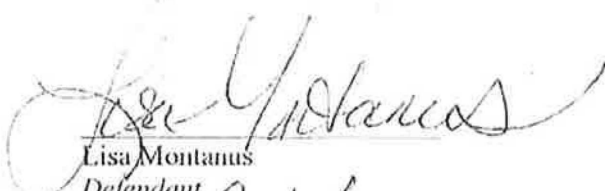
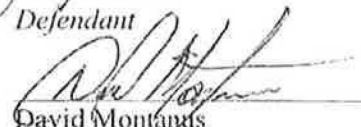

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Defendant

Counsel for Defendants

ATTACHMENT A

COMPLAINANT'S FULL AND FINAL RELEASE OF CLAIMS

In consideration of the Parties' entry into the Settlement Agreement to resolve the claims brought by the United States in *United States of America v. David Montanus and Lisa Montanus*, Case No. 1:25-cv-195-SM-TSM (D.N.H.), and in consideration of the payment of \$18,750, I, Brittani Grassini, do hereby fully release and forever discharge David Montanus and Lisa Montanus from any and all liability for any Violence Against Women Act claims set forth, or which could have been set forth, in the Complaint in the above referenced action, as well as from any claims relating to my tenancy or residency at 49 Drew Woods Dr., Derry, NH as of the effective date of the Agreement.

I acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

By:

Signature: _____

Printed Name: _____

Date: _____

ATTACHMENT B
CERTIFICATION OF TRAINING

I hereby acknowledge that on _____, 202__, I completed training conducted by _____ on the requirements of the Housing Rights Subpart of the Violence Against Women Act Reauthorization Act of 2022.

I understand my obligation to not penalize any landlords, homeowners, tenants, residents, occupants, and guests of, and applicants for, housing based on their requests for law enforcement or emergency assistance.

By:

Signature: _____

Printed Name: _____

Date: _____