

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 10-10294-JLT
)	
STONECLEAVE VILLAGE)	
ASSOCIATION, INC.; PROPERTY)	
MANAGEMENT OF ANDOVER, INC.;)	
and ELAINE ROMANO,)	
)	
Defendants.)	

CONSENT ORDER

A. Factual and Procedural Background

1. The United States initiated this action to enforce the provisions of the Fair Housing Act, 42 U.S.C. § 3601, *et seq.* The United States alleges that Defendant Stonecleave Village Association, Inc. (the "Association"), the governing body of Stonecleave Village Condominiums, a complex of seventy-eight independently owned townhouses located at 20 Washington Street in Methuen, Massachusetts, has unlawfully discriminated on the basis of familial status in the selective enforcement of its rules regarding the use of the common areas.

2. Specifically, the United States alleges that the Association has engaged in housing practices that discriminate on the basis of familial status by:

- a. Fining and charging attorney's fees to residents with children because their children engaged in recreational activities on the outdoor common areas, even though playing on the common areas does not violate the Association's rules, and adults who were in violation of the Association's

rules were not fined; and

- b. Charging \$1,000 to a resident who filed a complaint of discrimination with the Massachusetts Commission Against Discrimination to cover the costs of hiring an attorney to respond to her complaint.
 3. The United States alleges that, through this conduct, the Association has:
 - a. Violated 42 U.S.C. § 3604(b) by discriminating against parents and their children in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith because of familial status;
 - b. Violated 42 U.S.C. § 3617 by coercing, intimidating, threatening, or interfering with the exercise or enjoyment of fair housing rights by residents with children; and
 - c. Violated 42 U.S.C. § 3614(a) by engaging in a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act, and/or denying fair housing rights to a group of persons, raising an issue of general public importance.
 4. The defendant denies the United States' allegations.
 5. The parties have voluntarily agreed to the entry of this Consent Order in connection with the settlement of this lawsuit, as indicated by the signatures below. This Consent Order shall not be deemed an admission of wrongdoing or liability by the Defendant.
- Therefore, it is ORDERED that:**

B. Injunction

6. Defendant, its agents, employees, successors, and all persons in active concert or participation with it, are hereby enjoined, with respect to the enforcement of the Association's rules, from:

- a. Discriminating in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of familial status;
- b. Enforcing the Association's rules on the basis of familial status in a manner that prevents, discourages, or penalizes families with children from using the common areas for play or recreation; and
- c. Coercing, intimidating, threatening, interfering with, or retaliating against any person in connection with the exercise or enjoyment of any right granted or protected by the Fair Housing Act.

C. Escalation Policy and Processing Complaints

7. Effective upon the entry of this Order by the Court, the Association shall adopt and abide by the "path of escalation" policy, as set forth in Exhibit A, regarding violations of its rules.

D. Mandatory Training

8. Within 60 days of the entry of this Consent Order, the current Board of Directors of the Association shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of familial status. The training shall be conducted by an independent, qualified third party, approved in advance by the United States. The trainer shall

provide the Board of Directors of the Association with certifications of attendance that shall include the name of the course, the date the course was taken, and the length of the course.

E. Reporting Requirements

9. During the period in which this Order is in effect, Defendant shall notify counsel for the United States¹ in writing within fifteen (15) days of receipt of any written complaint against Defendant or Defendant's officers regarding familial status discrimination in housing. Defendant shall provide a copy of the written complaint with the notification. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number, if known. Defendant shall also inform the United States within fifteen (15) days of any resolution of such complaint.

F. Settlement Payment

10. Within 30 days after entry of this Consent Order, Defendant shall cause to be paid the total sum of one hundred and fifty thousand dollars (\$150,000) to Plaintiff. The United States will be responsible for using this settlement payment to compensate the aggrieved persons listed in Exhibit B in the manner and amounts listed in Exhibit B. The remaining twenty thousand dollars (\$20,000) will remain with the United States as a settlement payment pursuant to 42 U.S.C. § 3614(d)(1)(C). The parties agree that no monies shall be paid pursuant to this paragraph before the aggrieved persons listed in Exhibit B have each executed a written release regarding the claims asserted in this lawsuit. A copy of the Release is attached as Exhibit C.

¹ All documents or other communications required by this Order to be sent to counsel for the United States shall be addressed as follows: Jennifer A. Serafyn, Assistant United States Attorney, Civil Division, Moakley Federal Courthouse, 1 Courthouse Way, Suite 9200, Boston, MA 02210.

G. Scope and Duration of Consent Order

11. The provisions of this Consent Order shall apply to Defendant, its employees, agents, successors, and all persons acting in active concert or participation with it.

12. This Consent Order is effective immediately upon its entry by the Court and shall remain in effect for two years.

13. The Court shall retain jurisdiction for the duration of this Order to enforce the terms of the Order, after which time the case shall be dismissed with prejudice.

14. All parties shall be responsible for their own attorney's fees and court costs, except as provided for in Section H below.

H. Remedies for Non-Compliance, Time for Performance, and Modifications

15. The United States may move the Court to extend the period in which this Order is in effect if Defendant materially violates one or more terms of the Order. In the event the United States so moves, it will provide Defendant with notice of its intentions and an opportunity to respond.

16. Any time limits for performance imposed by this Order may be extended by mutual written agreement of the parties.

17. The parties to this Order shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution. In the event the United States contends there has been a failure by Defendant to perform in a timely manner any act required by this Order or otherwise to comply with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring

performance of such act or deeming such act to have been performed, and an award of any damages, costs, and attorney's fees which may be occasioned by Defendant's violation or failure to perform.

18. Each party to this Consent Order shall bear its own costs and attorney's fees associated with this litigation.

IT IS SO ORDERED:

This 6 day of Dec 2010.




JOSEPH L. TAURO
United States District Judge


By their signatures below, the parties consent to the entry of this Consent Order.

For the United States:

CARMEN M. ORTIZ
United States Attorney
District of Massachusetts

THOMAS E. PEREZ
Assistant Attorney General
Civil Rights Division


JENNIFER A. SERAFYN
Assistant United States Attorney
One Courthouse Way, Suite 9200
Boston, MA 02210
(617) 748-3100 (telephone)
(617) 748-3969 (fax)
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STEVEN H. ROSENBAUM
Chief
ELIZABETH A. SINGER
Director, U.S. Attorney's Fair Housing
Program
Housing & Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
950 Penn. Ave., NW – NWB
Washington, DC 20530
(202) 514-6164 (telephone)
(202) 514-1116 (fax)
Elizabeth.Singer@usdoj.gov

For the Defendant:



JAMES J. DUANE, III
JOSHUA B. WALLS
Taylor Duane Barton & Gilman LLP
Boston Office
160 Federal Street
Boston, MA 02110
P: 617.654.8200 (phone)
F: 617.482.5350 (fax)
jwalls@taylorduane.com

EXHIBIT A
Path of Escalation Policy

Pursuant to Paragraph 7 of the Consent Decree, effective upon the entry of this Order by the Court, the Association shall adopt and abide by the following "path of escalation" policy:

Level One: Written Warning

The unit owner(s) and resident(s) will receive a written warning from the property manager documenting each rule violation.

Level Two: Second Notice and Fine

If the violation(s) that were the subject of the Level One written warning have not been resolved or rectified within 48 hours of receipt of the notice, or if a second violation of the same or similar nature has occurred, the unit owner(s) and resident(s) will receive a second notice of the violation(s) from the property manager and a fine of no more than \$10.00 per day per violation.

Level Three: Third Notice and Fine and Opportunity to Meet with Board

If the violation(s) that were the subject of the Level Two notice and fine have not been resolved or rectified within 48 hours of receipt of the notice, or if a third violation of the same or similar nature has occurred, the unit owner(s) and/or resident(s) will receive a third notice of the violation(s) from the property manager and a fine of no more than \$10.00 per day per violation and will be afforded an opportunity to meet with members of the Association's Board of Directors or, in the alternative, to submit a written statement for the Board's review. The meeting must be requested, or the written statement must be provided, within ten days of the date of receipt of the Level Three notice and fine. If the owner and/or resident does not request a meeting or provide a written statement within this ten day period, he/she will be deemed to have waived his or her right to address the matter with the Board of Directors. In the event of such a waiver, the Board of Directors may proceed immediately to Level Four.

Level Four: Fourth Notice and Additional Penalties

If the violation(s) that were the subject of the Level Three notice and fine have not been resolved or rectified after the Level Three processes are complete, or if a fourth violation of the same or similar nature has occurred, the Board may assess fines and penalties to the unit owner including but not limited to fees, attorney's fees, charges, late charges, fines, costs of collection and enforcement, court costs, and interest.

The "path of escalation" policy does not preclude the Board from charging a unit owner for property damage expenses at the time that the property damage occurs, regardless of whether the unit owner has received prior notice about a violation. Additionally, the "path of escalation" policy does not preclude the Board from taking immediate action, including but not limited to retaining counsel and filing suit, to address any violations that pose a significant risk to the health, safety, and welfare of Stonecleave Village or its residents.

EXHIBIT B
Payment Schedule

Pursuant to Paragraph 10 of the Consent Decree, the following individuals shall be compensated in the following amounts:

1.	Laurin Kibildis	\$40,000
2.	Tracey Hamilton	\$20,000
3.	Brenda Soucy	\$20,000
4.	Troy and Melanie (Bradish) Medeiros	\$20,000
5.	Julie Stewart	\$20,000
6.	Ashish and Bhavna Patel	\$10,000

EXHIBIT C
Release

In consideration of the payment of the sum of 10,000 dollars (\$10,000.00), pursuant to the Consent Order entered in United States v. Stonecleave Village Association, Inc., Civil Action No. 10-10294-JLT (D. Mass.), I, Ashish Patel individually, as the custodial parent and guardian of my minor children, and on behalf of my minor children, (initials) SP & MP, hereby release and forever discharge Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano, and each of their respective insurers and attorneys, of and from any and all liability for any claims, legal or equitable, I may have and have had against them arising out of the issues that were alleged or could have been alleged in the lawsuit referenced above. I fully acknowledge and agree that this release shall be binding on my heirs, spouses, representatives, executors, successors, administrators, and assigns. I further acknowledge that my receipt of the sum specified herein does not constitute or equate with an admission of wrongdoing or liability by Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano and their respective insurers and attorneys. I also acknowledge that by receipt of the sum specified herein, I waive my right to seek reimbursement for any fines or charges that I have paid in connection with the events at issue in this lawsuit. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

I further warrant that I will be responsible for determining the tax consequences of the payment above, and that I will indemnify and hold harmless Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano and/or their respective insurers and attorneys of and from any taxes, interest, lawsuits, claims, or penalties imposed by taxing authorities or lien holders with respect to my receipt of this payment.

Executed this 4 day of November, 2010.

Ashish Patel

Full Name as it appears on
Social Security card


Signature

REDACTED

Social Security Number

REDACTED

Date of Birth

20, Washington St, 65

Methuen, MA, 01844
Address

Male
Gender

EXHIBIT C
Release

In consideration of the payment of the sum of 40 Thousand dollars (\$40,000.00), pursuant to the Consent Order entered in United States v. Stonecleave Village Association, Inc., Civil Action No. 10-10294-JLT (D. Mass.), I, Laurin Kibildis, individually, as the custodial parent and guardian of my minor children, and on behalf of my minor children, (initials) ITF, hereby release and forever discharge Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano, and each of their respective insurers and attorneys, of and from any and all liability for any claims, legal or equitable, I may have and have had against them arising out of the issues that were alleged or could have been alleged in the lawsuit referenced above. I fully acknowledge and agree that this release shall be binding on my heirs, spouses, representatives, executors, successors, administrators, and assigns. I further acknowledge that my receipt of the sum specified herein does not constitute or equate with an admission of wrongdoing or liability by Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano and their respective insurers and attorneys. I also acknowledge that by receipt of the sum specified herein, I waive my right to seek reimbursement for any fines or charges that I have paid in connection with the events at issue in this lawsuit. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

I further warrant that I will be responsible for determining the tax consequences of the payment above, and that I will indemnify and hold harmless Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano and/or their respective insurers and attorneys of and from any taxes, interest, lawsuits, claims, or penalties imposed by taxing authorities or lien holders with respect to my receipt of this payment.

Executed this 4th day of November, 2010.

Laurin B. Kibildis
Full Name as it appears on
Social Security card

[Signature]
Signature

REDACTED

Social Security Number

REDACTED

Date of Birth

20 Washington St. #44
Methuen, MA 01844
Address

Female
Gender

EXHIBIT C
Release

In consideration of the payment of the sum of twenty thousand dollars (\$20,000.00), pursuant to the Consent Order entered in United States v. Stonecleave Village Association, Inc., Civil Action No. 10-10294-JLT (D. Mass.), I, Troy Medeiros, individually, as the custodial parent and guardian of my minor children, and on behalf of my minor children, (initials) TM, mm, OM, hereby release and forever discharge Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano, and each of their respective insurers and attorneys, of and from any and all liability for any claims, legal or equitable, I may have and have had against them arising out of the issues that were alleged or could have been alleged in the lawsuit referenced above. I fully acknowledge and agree that this release shall be binding on my heirs, spouses, representatives, executors, successors, administrators, and assigns. I further acknowledge that my receipt of the sum specified herein does not constitute or equate with an admission of wrongdoing or liability by Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano and their respective insurers and attorneys. I also acknowledge that by receipt of the sum specified herein, I waive my right to seek reimbursement for any fines or charges that I have paid in connection with the events at issue in this lawsuit. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

I further warrant that I will be responsible for determining the tax consequences of the payment above, and that I will indemnify and hold harmless Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano and/or their respective insurers and attorneys of and from any taxes, interest, lawsuits, claims, or penalties imposed by taxing authorities or lien holders with respect to my receipt of this payment.

Executed this 4th day of November, 2010.

Troy Michael Medeiros
Full Name as it appears on
Social Security card


Signature

REDACTED
Social Security Number

REDACTED
Date of Birth

20 Washington St #63
Methuen, Ma. 01844
Address

Male
Gender

EXHIBIT C
Release

In consideration of the payment of the sum of _____ dollars (\$_____.00), pursuant to the Consent Order entered in United States v. Stonecleave Village Association, Inc., Civil Action No. 10-10294-JLT (D. Mass.), I, Melanie, individually, as the custodial parent and guardian of my minor children, and on behalf of my minor children, (initials) I.M., O.M., M.M., hereby release and forever discharge Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano, and each of their respective insurers and attorneys, of and from any and all liability for any claims, legal or equitable, I may have and have had against them arising out of the issues that were alleged or could have been alleged in the lawsuit referenced above. I fully acknowledge and agree that this release shall be binding on my heirs, spouses, representatives, executors, successors, administrators, and assigns. I further acknowledge that my receipt of the sum specified herein does not constitute or equate with an admission of wrongdoing or liability by Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano and their respective insurers and attorneys. I also acknowledge that by receipt of the sum specified herein, I waive my right to seek reimbursement for any fines or charges that I have paid in connection with the events at issue in this lawsuit. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

I further warrant that I will be responsible for determining the tax consequences of the payment above, and that I will indemnify and hold harmless Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano and/or their respective insurers and attorneys of and from any taxes, interest, lawsuits, claims, or penalties imposed by taxing authorities or lien holders with respect to my receipt of this payment.

Executed this 4th day of November, 2010.

Melanie Leah Bradish
Full Name as it appears on
Social Security card

Melanie Medley
Signature

REDACTED
Social Security Number

REDACTED
Date of Birth

20 Washington St. Unit 63
Methuen, Ma. 01844
Address

Female
Gender

EXHIBIT C
Release

In consideration of the payment of the sum of Twenty Thous, dollars (\$ 20,000.00), pursuant to the Consent Order entered in United States v. Stonecleave Village Association, Inc., Civil Action No. 10-10294-JLT (D. Mass.), I, Brenda J. Soucy, individually, as the custodial parent and guardian of my minor children, and on behalf of my minor children, (initials) JMS + MAS, hereby release and forever discharge Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano, and each of their respective insurers and attorneys, of and from any and all liability for any claims, legal or equitable, I may have and have had against them arising out of the issues that were alleged or could have been alleged in the lawsuit referenced above. I fully acknowledge and agree that this release shall be binding on my heirs, spouses, representatives, executors, successors, administrators, and assigns. I further acknowledge that my receipt of the sum specified herein does not constitute or equate with an admission of wrongdoing or liability by Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano and their respective insurers and attorneys. I also acknowledge that by receipt of the sum specified herein, I waive my right to seek reimbursement for any fines or charges that I have paid in connection with the events at issue in this lawsuit. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

I further warrant that I will be responsible for determining the tax consequences of the payment above, and that I will indemnify and hold harmless Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano and/or their respective insurers and attorneys of and from any taxes, interest, lawsuits, claims, or penalties imposed by taxing authorities or lien holders with respect to my receipt of this payment.

Executed this 4th day of November, 2010.

Brenda Jean Soucy
Full Name as it appears on
Social Security card

Brenda J. Soucy
Signature

REDACTED
Social Security Number

REDACTED
Date of Birth

20 Washington St., Unit 31
Methuen, MA 01844
Address

Female
Gender

EXHIBIT C
Release

In consideration of the payment of the sum of ^{twenty} ~~thousand~~ dollars (\$~~20,000~~00), pursuant to the Consent Order entered in United States v. Stonecleave Village Association, Inc., Civil Action No. 10-10294-JLT (D. Mass.), I, Julie Stewart individually, as the custodial parent and guardian of my minor children, and on behalf of my minor children, (initials) S.S and M.S., hereby release and forever discharge Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano, and each of their respective insurers and attorneys, of and from any and all liability for any claims, legal or equitable, I may have and have had against them arising out of the issues that were alleged or could have been alleged in the lawsuit referenced above. I fully acknowledge and agree that this release shall be binding on my heirs, spouses, representatives, executors, successors, administrators, and assigns. I further acknowledge that my receipt of the sum specified herein does not constitute or equate with an admission of wrongdoing or liability by Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano and their respective insurers and attorneys. I also acknowledge that by receipt of the sum specified herein, I waive my right to seek reimbursement for any fines or charges that I have paid in connection with the events at issue in this lawsuit. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

I further warrant that I will be responsible for determining the tax consequences of the payment above, and that I will indemnify and hold harmless Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano and/or their respective insurers and attorneys of and from any taxes, interest, lawsuits, claims, or penalties imposed by taxing authorities or lien holders with respect to my receipt of this payment.

Executed this 4th day of November, 2010.

Julie S. Stewart
Full Name as it appears on
Social Security card

Julie Stewart
Signature

REDACTED
Social Security Number

REDACTED
Date of Birth

20 Washington St #51
Methuen, MA 01844
Address

Female
Gender

EXHIBIT C
Release

In consideration of the payment of the sum of 20,000.00 dollars (\$20,000.00), pursuant to the Consent Order entered in United States v. Stonecleave Village Association, Inc., Civil Action No. 10-10294-JLT (D. Mass.), I, Tracey Hamilton individually, as the custodial parent and guardian of my minor children, and on behalf of my minor children, (initials) TB, BG, TB hereby release and forever discharge Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano, and each of their respective insurers and attorneys, of and from any and all liability for any claims, legal or equitable, I may have and have had against them arising out of the issues that were alleged or could have been alleged in the lawsuit referenced above. I fully acknowledge and agree that this release shall be binding on my heirs, spouses, representatives, executors, successors, administrators, and assigns. I further acknowledge that my receipt of the sum specified herein does not constitute or equate with an admission of wrongdoing or liability by Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano and their respective insurers and attorneys. I also acknowledge that by receipt of the sum specified herein, I waive my right to seek reimbursement for any fines or charges that I have paid in connection with the events at issue in this lawsuit. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

I further warrant that I will be responsible for determining the tax consequences of the payment above, and that I will indemnify and hold harmless Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano and/or their respective insurers and attorneys of and from any taxes, interest, lawsuits, claims, or penalties imposed by taxing authorities or lien holders with respect to my receipt of this payment.

Executed this 4 day of November 2010.

Tracey M.C. Hamilton
Full Name as it appears on
Social Security card

Tracey Hamilton
Signature

REDACTED

Social Security Number

REDACTED

Date of Birth

20 Washington St Unit 33

Female
Gender

Methuen, MA 01844
Address

EXHIBIT C
Release

In consideration of the payment of the sum of Ten Thousand dollars (\$ 10,000.00), pursuant to the Consent Order entered in United States v. Stonecleave Village Association, Inc., Civil Action No. 10-10294-JLT (D. Mass.), I, Bhavna Patel individually, as the custodial parent and guardian of my minor children, and on behalf of my minor children, (initials) SP, & MP, hereby release and forever discharge Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano, and each of their respective insurers and attorneys, of and from any and all liability for any claims, legal or equitable, I may have and have had against them arising out of the issues that were alleged or could have been alleged in the lawsuit referenced above. I fully acknowledge and agree that this release shall be binding on my heirs, spouses, representatives, executors, successors, administrators, and assigns. I further acknowledge that my receipt of the sum specified herein does not constitute or equate with an admission of wrongdoing or liability by Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano and their respective insurers and attorneys. I also acknowledge that by receipt of the sum specified herein, I waive my right to seek reimbursement for any fines or charges that I have paid in connection with the events at issue in this lawsuit. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

I further warrant that I will be responsible for determining the tax consequences of the payment above, and that I will indemnify and hold harmless Stonecleave Village Association, Inc., its past and present Trustees and Directors, Property Management of Andover, Inc., Elaine Romano and/or their respective insurers and attorneys of and from any taxes, interest, lawsuits, claims, or penalties imposed by taxing authorities or lien holders with respect to my receipt of this payment.

Executed this 10 day of November, 2010.

BHAVNA ASHISH PATEL
Full Name as it appears on
Social Security card

[Signature]
Signature

REDACTED
Social Security Number

REDACTED
Date of Birth

20 Washington St. #05
Methuen, MA 01844
Address

Female
Gender