

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA**

UNITED STATES OF AMERICA, et al.	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No. 5:25-cv-00936-PRW
	)	
JACQUELINE FOX and VINTAGE VIEW	)	
2, LLC,	)	
	)	
Defendants.	)	
_____	)	

SETTLEMENT AGREEMENT

I. INTRODUCTION

1. Plaintiffs, the United States and Patience Godwin, and Defendants, Jacqueline Fox and Vintage View 2, LLC (the “Parties”), agree to resolve all allegations in the above-captioned action through this Settlement Agreement (“Agreement”). The United States and Ms. Godwin filed Complaints on August 18, 2025, and Ms. Godwin filed an Amended Complaint on October 8, 2025, to enforce the Fair Housing Act, as amended, 42 U.S.C. § 3601, *et seq.* (“FHA”). The Court consolidated both cases on March 27, 2026.

2. The Complaints allege that Defendants Fox and Vintage View 2, LLC (“Defendants”) discriminated against Ms. Godwin, a single mother, and her minor child on the basis of familial status, in violation of the FHA, with respect to a unit in a residential rental property at 500 and 510 NW 21st Street in the Mesta Park neighborhood of Oklahoma City, Oklahoma (“The Vintage”), by refusing to rent to Ms. Godwin because she would be living with her then-three-year-old son.

3. The Complaints followed an investigation and charge of discrimination by the United States Department of Housing and Urban Development (“HUD”) and election under 42 U.S.C. § 3612(o) by Defendant Fox to proceed in federal court.

4. During the relevant period when Ms. Godwin tried to rent the unit, Vintage View 2, LLC owned The Vintage. Defendant Fox was and is the sole owner of Vintage View 2, LLC, and managed The Vintage at all relevant times.

5. Defendants continue to own and manage The Vintage.

6. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 3612(o)(1).

7. The Parties agree that the claims against Defendants should be resolved without further litigation, and consent to this Agreement, as shown by the signatures below.

8. In consideration of, and consistent with, this Agreement, the Parties will attach this Agreement to a status report filed on or shortly after the Effective Date, and will move jointly for dismissal of this action with prejudice, consistent with Paragraph 20. The Parties agree that this consideration is adequate and sufficient. Therefore, the Parties stipulate and agree as follows:

II. PROHIBITION AGAINST DISCRIMINATION

9. Defendants, their agents, employees, successors, and all other persons in active concert or participation with any of them, will comply with the FHA and shall not:

- a. Refuse to sell or rent after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person on the basis of familial status, in violation of 42

U.S.C. § 3604(a);

b. Discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, on the basis of familial status, in violation of 42 U.S.C. § 3604(b); nor

c. Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination on the basis of familial status, in violation of 42 U.S.C. § 3604(c).

III. NONDISCRIMINATION POLICY AND PRACTICES

10. Within 15 days of the Effective Date, Defendants will ensure that any advertising on the internet or in other media for units at The Vintage, and any signs, pamphlets, brochures, or other promotional literature includes a fair housing logo, the phrase “Equal Housing Opportunity Provider,” and/or these sentences: “We are an Equal Opportunity Housing Provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability.”

11. Within 15 days of the Effective Date, Defendants will publicly display in a visible location at each entryway to units at The Vintage, a poster at least 10 by 14 inches stating that all units are available on a nondiscriminatory basis, and provide photographs showing the displayed posters to the United States.¹ A poster that comports with 24 C.F.R.

¹ All documents and communications required to be sent to the United States under this

§ 110 satisfies this requirement. Defendants may use HUD Form 928, available at: <https://www.hud.gov/sites/documents/928.1.pdf>.

12. Within 30 days of the Effective Date, Defendants will submit for approval to the United States a proposed Nondiscrimination Policy. The Nondiscrimination Policy will prohibit discrimination under the FHA and will include a procedure directing individuals to an email address where they may submit discrimination complaints to Defendants, as well as instructions for how to submit an FHA complaint to HUD, if they believe Defendants have discriminated against them in violation of the FHA.

13. Within five days, Defendants will adopt and implement the Nondiscrimination Policy, provide a copy of the Nondiscrimination Policy to all existing tenants, and certify to the United States that it adopted and distributed the policy as described above.

IV. MANDATORY EDUCATION AND TRAINING

14. Within 60 days of the Effective Date, Defendants, their employees, agents, and any other persons involved in renting or managing units at The Vintage, including property managers, or any employee involved in approving, denying, or responding to rental applications or inquiries, will obtain training on the FHA, including familial status discrimination. The training will be conducted by a qualified person or entity, approved by the United States, independent of Defendants, their employees, agents, or counsel. Defendants will bear all expenses associated with this training.

Agreement will be sent by email to Katie Legomsky (kathryn.legomsky@usdoj.gov and hce.compliance@usdoj.gov) or as otherwise instructed by counsel for the United States.

15. Within 30 days of the Effective Date, Defendants will submit to the United States for approval the name and contact information of the proposed trainer.

16. Defendants will distribute a copy of this Agreement and the Nondiscrimination Policy to attendees. Each attendee will execute the Certificate of Training, at Appendix A, and Defendants will provide all signed Certificates of Training to the United States. Defendants may have written materials read aloud to any attendee who is physically unable to read them.

V. MONETARY RELIEF

17. Defendants will pay a total of FIFTY-TWO THOUSAND AND FIVE HUNDRED DOLLARS to Ms. Godwin, as compensation for her individual harm and that of her minor child.

18. The payment required by Paragraph 21 shall be delivered pursuant to instructions by counsel for Ms. Godwin, and is due as follows: \$12,500 to be paid within 7 days of the Effective Date, and four payments of \$10,000, each to be paid on November 1, 2026; December 1, 2026; January 1, 2027; and February 1, 2027. If any required payment is not made by the indicated date, the parties will jointly ask the Court to enter the entire remaining amount as a judgment against Defendants to be paid within 15 days.

19. This payment is 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.

VI. ENFORCEMENT AND COMPLIANCE

20. Once the monetary payment required by Section V has been received, the Parties agree to file a joint stipulation of dismissal with prejudice.

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

22. The Parties agree that, as of the Effective Date of this Agreement, litigation is not reasonably foreseeable concerning the matters described in the Parties' Complaints and Amended Complaint. If any party has implemented a litigation hold to preserve documents, electronically stored information, or things related to this action, that party is no longer required to maintain it. Nothing in this Paragraph relieves any party of any other obligations under this Agreement, including Defendants' obligation to preserve documents under this Agreement.

Dated: October 22, 2026

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**ATTORNEYS FOR PLAINTIFF
PATIENCE GODWIN**

Dated: October 21, 2026

APPENDIX A

CERTIFICATE OF TRAINING

I certify that I have received a copy of the Settlement Agreement executed by the Parties in *United States, et al. v. Fox, et al.* Case No. 5:25-cv-00936 (W.D. Okla.).

On _____, 202__, I attended a training on the requirements of the Fair Housing Act, including a particular focus on the prohibition of discrimination on the basis of familial status.

I further certify that I have read and understand my responsibilities as set forth in the Settlement Agreement and under the Fair Housing Act, and shall comply with those responsibilities.

Signature: _____

Printed name: _____

Title or role: _____

Date: _____