

State of Minnesota

District Court

County of Ramsey

Second Judicial District

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Seventh Street LLC, VSM Real Estate  
LLC,

Plaintiff,

vs.

Anemeya Ann Bostic, et al.,  
Defendants.

**DECISION & ORDER**

**Case No.: 62-HG-CV-24-680**

**Case Type: Eviction (UD)**

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This matter came on for a hearing before Judge Sheu on March 28, 2024. Based on the relevant files, argument of counsel, and the proceedings held herein, the Court makes the following:

**PLAINTIFF(S):**

- \_\_\_\_\_, appeared on their own behalf.
- appeared represented by and with counsel,
- counsel, Patricia Whitney Esq., appeared on behalf of Plaintiff.
- did not appear and is in default.

**DEFENDANT(S):**

- appeared on their own behalf.
- appeared represented by and with counsel,.
- did not appear and is in default.
  
- Other:

**THE COURT FINDS AND ORDERS THAT:**

1.  **SETTLEMENT.** The parties have reached a settlement agreement, which is approved and incorporated into this Decision and Order.
  - Settled through Mediation (See attached settlement agreement)
  - Settled by the Litigants (See attached settlement agreement)
  - Settlement terms are as follows:
  
2. **SERVICE.** On review of the record:
  - Landlord properly served the Summons and Complaint.

Landlord failed to strictly comply with service requirements of Minnesota Statute § 504B.331 and this matter must be dismissed. See *Koski v. Johnson*, 837 N.W.2d 739 (Minn. Ct. App. 2013).

3. **COMPLAINT.** The allegations in the Complaint:
- are true.
  - have not been proven by Plaintiff.
  - have been proven by Plaintiff.
  - have been admitted by Defendant.
  - have been denied by Defendant.
4.  The tenant has breached the lease as follows:
5.  This matter is **DISMISSED**:
- WITHOUT**  **WITH** prejudice. Dismissal is appropriate due to:
  - Plaintiff's failure to appear; or
  - for payment.
6.  Plaintiff is entitled to recovery of the property plus filing fees and service costs paid for this court action.
7.  This case shall be made immediately confidential.
8.  Upon compliance and filing of an affidavit of compliance, this case may be expunged.
9. **THE WRIT OF RECOVERY** shall:
- issue immediately
  - issue after
  - issue if any of the above settlement conditions are not met
10.  Other:

The foregoing shall constitute entry of the order of the Court.

Let Judgment Be Entered Accordingly.

By the Court:

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District Court Judge



**Dispute Resolution Center**  
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**Ramsey Housing Court Summary of Mediated Settlement - REMOTE**

The following parties signed an Agreement to Mediate and participated in a mediation session:

Plaintiff(s):	Seventh Street LLC, VSM Real Estate LLC	Defendant(s):	Anemeya Bostic
Atty(s)	Patricia Whitney	Rep(s):	Carolyn Brown
Date:	03/28/2024	Case No. and Conflict Type:	62-HG-CV-24-680

During the mediation session, the parties reached an agreement on the following terms:

*\*Mediator may remove any terms or sections that do not apply to the case\**

1. Anemeya Bostic shall vacate the premises by April 4<sup>th</sup>, 2024, 3 pm.
2. Anemeya Bostic agrees to pay prorated rent of April (4 days) in the amount of \$129.33.
3. Community Stabilization Project will sent a letter of guarantee in the amount of \$1099.33 today 03/28/2024. The check will be sent on Wednesday, April 3<sup>rd</sup>, 2024.
4. Upon receiving payment of rent, Plaintiff with request the expungement of the Unlawful Detainer.
5. No Writ of Recovery is being requested at this time. This signed agreement serves as settlement.
6. If a Writ of Recovery issues, Plaintiff may file an affidavit requesting costs and disbursements allowed by statute, and the Court shall award a judgment against Defendant(s) for allowable costs and disbursements.

**BOTH PARTIES HAVE BEEN ADVISED THAT:**

1. A mediated settlement agreement may adversely affect the parties’ rights.
2. The parties should consult an attorney before signing a mediated settlement agreement if they are uncertain about their rights.
3. The mediator has no duty to protect the parties’ interests or provide them with information on their legal rights.

**Signed:**

Petitioner(s):	Patricia Whitney	Respondent(s):	Anemeya Bostic
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*\* The parties have each provided verbal consent to affix their signatures electronically\**

**CONFIDENTIAL ADMINISTRATIVE PURPOSES ONLY**

Please submit an electronic copy of this completed form along with the corresponding Agreement to Mediate to [mediation@drc-mn.org](mailto:mediation@drc-mn.org).