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STATE OF INDIANA  
CIVIL RIGHTS COMMISSION

FILE DATED

FEB 24 2006

FAIR HOUSING COUNCIL, INC.

Indiana State Civil Rights Commission

Complainant,

v.

DOCKET NO. HOfs02050266

HUD NO. 05-02-0413-8

DANIEL FLETCHER,

Respondent.

CONSENT AGREEMENT

This Agreement between Fair Housing Council, Inc. (hereinafter called "Complainant") and Respondent, Daniel Fletcher (hereinafter called "Respondent"), is hereby entered into in full settlement of the complaint filed by Complainant with the Indiana Civil Rights Commission (hereinafter called "the Commission") as Docket No. HOfs02050266, and charge filed with the U.S. Department of Housing and Urban Development as Charge No. 05-02-0413-8, charging Respondent with unlawful discrimination on the basis of familial status in real estate.

The parties agree to and do settle the above matter as follows:

1. Complainant and Respondent shall forego their right to a Public Hearing before the Commission and trial in the United States Federal Court system on the issues raised by Complainant's above-referenced complaint. Both parties agree to waive their right to a formal determination by the Commission on matters that were or might have been alleged as charges settled by this Agreement. Furthermore, neither the Commission nor the U.S. Department of Housing and Urban Development waives its right to process any other charges filed against Respondent.

2. Complainant hereby waives any and all claims to remedies except as herein provided and covenants not to sue Respondent with respect to the matters, actions or circumstances which gave rise to the above-referenced complaint and charge, subject to performance by Respondent of the promises and representations contained herein.

3. Complainant and Respondent agree that the Commission may review compliance with this Agreement.

4. The parties acknowledge that execution of this Agreement does not constitute any admission on the part of Respondent that he has violated any law or committed any wrongful act, nor does it constitute any less belief in the correctness of the complaint filed by Complainant. Such execution only represents the parties' desire to settle and conciliate this matter without the necessity and burdens of a Public Hearing.

5. Respondent agrees that there will be no discrimination or retaliation against Complainant because of the filing of this complaint with the Commission and charge with the U.S. Department of Housing and Urban Development.

6. Respondent represents that it is and shall be the continuing policy of Daniel Fletcher to prohibit discrimination of any kind with respect to the sale, rental or lease of any properties that he owns within the State of Indiana. Respondent further agrees that he will not publish any advertisements indicating preferences in dwellings that he owns.

7. Respondent agrees to publish an advertisement in the Linton Daily Citizen indicating that he is an equal opportunity landlord (e.g., "We do business in accordance with Indiana Fair Housing Act.") over three (3) consecutive weeks, commencing thirty (30) days following the effective date of this Agreement.

8. Complainant agrees to withdraw its complaint against Respondent pending before the Commission, and any complaint, charge, grievance, or action of law regarding the issues herein resolved which it may have filed under Title VIII of the Civil Rights Act of 1968, as amended, or filed with the U.S. Department of Housing and Urban Development, or with any other tribunal having jurisdiction. Complainant agrees that this Agreement, when fully executed, shall constitute its request and motion for withdrawal of any such complaint, charge, grievance or action to any such agency or tribunal.



RESPONDENT:

By: *Daniel L. Fletcher*  
For:

STATE OF *Indiana* )  
COUNTY OF *Shelton* ) SS:

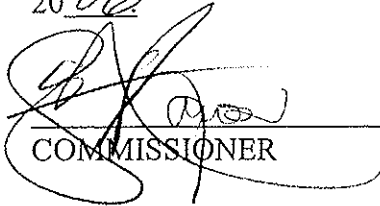
Before me, a Notary Public in and for said County and State, personally appeared *Daniel Fletcher*, the *Respondent* of \_\_\_\_\_ and acknowledged the execution of the foregoing Consent Agreement, this *30* day of *January*, 20*06*.

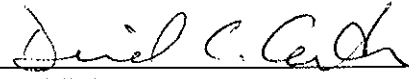
*[Signature]*  
Signature of Notary Public  
*Bekky Martin*  
Type or print name of Notary Public

County of Residence:  
*Marion*

My Commission Expires:  
*4-18-07*

The foregoing Consent Agreement has been signed and entered as record before the Indiana Civil Rights Commission, this 24<sup>th</sup> day of February, 2006

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

To be served either personally or by United States Mail, first class, postage pre-paid, upon the following parties and attorneys:

Fair Housing Council, Inc.  
436 S. 7<sup>th</sup> Street, Suite 201  
Louisville, KY 40203

Daniel Fletcher  
1043 W. Jefferson Street  
Franklin, IN 46131

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Indianapolis, IN 46204-2208