STATE OF INDIANA CIVIL RIGHTS COMMISSION DOCKET NO. HOha08100645 HUD NO. 05-09-0087-8

JEFFREY JOHNSON,

Complainant,

٧.

CENTERSTONE of INDIANA, INC., ROBERT WILLIAMS, Ph.D., CEO, and JOLI RENTALS, LLC,
Respondents.

FILE DATED

AUG 2 8 2009

Indiana State Civil Rights Commission

## **CONSENT AGREEMENT**

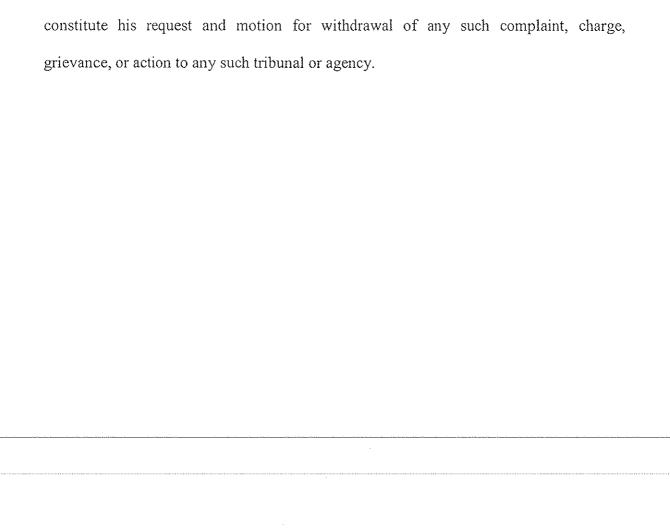
This Agreement between Complainant, Jeffrey Johnson (hereinafter called "Complainant") and Respondents, Centerstone of Indiana, Inc., Robert Williams, Ph.D., CEO, and Joli Rentals, LLC (collectively, hereinafter called "Respondents"), is hereby entered into in full settlement of the complaint filed by Complainant with the Indiana Civil Rights Commission (hereinafter called "the Commission") as Docket No. HOha08100645 and charge filed with the U.S. Department of Housing and Urban Development (hereinafter called "HUD") as Charge No. 05-09-0087-8, charging Respondents with unlawful discrimination on the basis of disability in real estate.

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

1. Complainant and Respondents 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 and charge. The parties agree to waive their right to a formal determination by the Commission on matters which were or might have been alleged as charges settled by this Agreement.

- 2. Complainant hereby waives any and all claims to remedies except as herein provided and covenants not to sue Respondents with respect to the matters, actions or circumstances which gave rise to the above-referenced complaint and charge, subject to performance by Respondents of the promises and representations contained herein.
- 3. Complainant and Respondents 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 Respondents that they have violated any law or committed any wrongful acts, 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. Respondents agree that there will be no discrimination or retaliation of any kind against Complainant because of the filing of this complaint with the Commission and charge with HUD.
- 6. Respondents agree to pay Complainant and to deliver to the Commission, as escrow agent, a check in the amount of One Thousand Dollars and No Cents (\$1,000.00), payable to Complainant only, such amount representing full settlement of any and all damages at issue in relation to the above-referenced complaint and charge. Respondent agrees to submit said check on or before July 22, 2009.
- 7. Respondents agree to purge or seal Complainant's records of any reference to the complaint filed with the ICRC and charge filed with HUD, as well as any and all related incidents and circumstances.

- 8. Respondents agree to forgive all debts claimed to be owed by Complainant, including rental payments.
- 9. Respondents have installed---or will agree to install---devices which will enable Respondents' disabled tenants to have access to the front and rear entrances of their building, and within the apartment units, including doors and bathrooms.
- 10. Respondents represent that it is and shall be the continuing policy of Centerstone of Indiana, Robert Williams, Ph.D., CEO and Joli Rentals, LLC, to provide fair housing opportunities to all current and prospective tenants, and to honor all requests made for reasonable accommodations and modifications of the premises by tenants with disabilities.
- 11. Respondents agree to post and maintain bold print statements of non-discrimination in conspicuous places on company property.
- 12. Respondents have included non-discrimination clauses in all employment handbooks distributed to their employees, and will include equal opportunity provisions in the next revision of their employment handbook.
- 13. Respondents agree to provide case management services for Complainant over a six (6) month period following the effective date of this Agreement, for the purpose of enabling Complainant to locate satisfactory housing.
- 14. Complainant agrees to withdraw his Complaint against Respondents pending before the Commission, and any other complaint, charge, grievance, or action of law regarding the issues herein resolved, which he may have filed under Title VIII of the Civil Rights Act of 1968, as amended, or filed with HUD, or any other tribunal having jurisdiction. Complainant agrees that this Agreement, when fully executed, shall



Spenature of Complainant  Jeffrey Dale Johnson	
Jeffrey Dale Johnson	
Type or print name of Complainant	;
STATE OF (NDIANA) SS: COUNTY OF BARTHILARY	
COUNTY OF BARTHELONGY	
Before me, a Notary Public, in and for Jeffrey Dale Johnson, and acknowled Agreement, this 15 day of	said County and State, personally appearededged the execution of the foregoing Consent, 2009
	Lissa Bry
•••	Signature of Notary Public
	Type or print name of Notary Public
County of Residence:	/*/Commission Expires: 3-16-2016
My Commission Expires:	
Agreement, this 15 day of	Signature of Notary Public  NOTARY PUBLIC Leisa J. Boyd

RESPONDENT: .
By: Robert Adulia, CEO
By: Robert Adelliz, CEO For: Centertone of Indunia, Inc
STATE OF <u>Indiana</u> ) SS: COUNTY OF <u>Bartholomen</u> )
Before me, a Notary Public in and for said County and State, personally appeared
 Signature of Notary Public
Type or print name of Notary Public
County of Residence:
MONROE CO, INDIANA
My Commission Expires:
December 10, 2016

Commissioner

Commissioner

Commissioner

Commissioner

To be served upon the following parties and attorneys:

Jeffrey Johnson 924 Chestnut Street Apartment #3 Columbus, IN 47201

Robert Williams, Ph.D., CEO Centerstone of Indiana, Inc. 720 N. Marr Road Columbus, IN 47201

Joli Rentals, LLC c/o Lisa M. Conner 4511 Base Road Columbus, IN 47201

SHARPNACK BIGLEY STROH & WASHBURN LLP 321 Washington Street P.O. Box 310 Columbus, IN 47201-0310

Michael C. Healy Staff Counsel Indiana Civil Rights Commission 100 N. Senate Avenue, Room N103 Indianapolis, IN 46204-2255