

STATE OF INDIANA
 CIVIL RIGHTS COMMISSION
 GLEN YOUNG and JACKIE YOUNG,
 Complainants,

ICRC NO. HOra08020075
 HUD No. 05-08-0599-8

FILE DATED

MAY 22 2009

Indiana State Civil Rights Commission.

v.
 JAMES DAVIS and LAURA DAVIS,
 Respondents.

CONSENT AGREEMENT

This Agreement between Glen Young and Jackie Young, ("Complainants"), and James Davis and Laura Davis, ("Respondents"), is entered into in full conciliation and settlement of the complaint filed by Complainants with the Indiana Civil Rights Commission as Docket No. HOra08020075 and the Department of Housing and Urban Development as case number 05-08-0599-8 charging Respondents with unlawful discrimination on the basis of race in housing, as well as the retaliation complaint filed by Complainant Glen Young against Respondent Laura Davis with the Indiana Civil Rights Commission as Docket No. HOrt09030093.

The parties hereby agree to and do settle the above matters in the following extent and manner:

1. Complainants and Respondents shall forego their right to a public hearing before the Indiana Civil Rights Commission and trial in the court systems of the United States and the State of Indiana on the issues raised by Complainants' above-referenced complaints. 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 for all actions taken by either party prior to the date of this Agreement. However, neither the Indiana Civil Rights Commission nor the

Department of Housing and Urban Development ("HUD") waives its right to process any other future charges filed against Respondents that involve conduct occurring after the date of this Agreement or are outside the matters that were or could have been alleged in the claims settled by this Agreement.

2. Complainants hereby waive any and all claims to remedies except as herein provided and covenant not to sue Respondents with respect to the matters, actions, or circumstances which gave rise to the above-referenced complaints and charges.

3. Respondent agrees that the Indiana Civil Rights 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 act, nor does it constitute any less belief in the correctness of the complaint by Complainants. Such execution only represents the parties' desire to settle and conciliate this matter without the necessity and burdens of a public hearing.

5. Complainants acknowledge that Respondents and Complainants have reached an agreement that resolves not only the Complainants' claims in this case but also other pending litigation between the parties extraneous to this case. Thus, the monetary sum that the Complainants are receiving by terms of the agreement is not included herein, there being no agreement as to what portion of the said total could be said to correspond to the settlement of the Complainant's claims in this case.

6. Respondents agree to refrain from committing any act of discrimination against any person in the terms, conditions, or services in any real estate-related transactions on the basis of race, color, religion, sex, disability, familial status and national origin.

7. Respondents agree to not retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Fair Housing Acts of the United States and the State of Indiana.

8. Respondents agree to refrain from interfering with any person in the exercise or enjoyment of the right to rent, purchase or sell a dwelling or commercial real estate in any manner that results in an act of discrimination on the basis of race, color, religion, sex, disability, familial status and national origin.

9. If ICRC has reasonable cause to believe that a Respondent has breached the Agreement, it may file a civil action under IC 4-21.5-6 for the enforcement of the terms of the Agreement.

10. During the two years following the Commission's approval of this Agreement, to the extent that Respondents seek to rent any property, in the case of all printed/written material, including advertising circulars and applications to rent, Respondent employs to lease interests in real estate, Respondent agrees that all such material shall bear the Fair Housing logo, a statement setting out the fact that "fair housing is the law and that any act of discrimination against any person in the terms, conditions, or services involved in any real estate-related transactions on the basis of race, color, religion, sex, disability, familial status and national origin is illegal and that the Indiana Civil Rights Commission is an appropriate agency of the government to be contacted

at either 317-232-2600 or 1-800-628-2909 to address any concerns about being subject to unlawful discrimination in housing."

11. Throughout the two years following the date the Commission approves this agreement, Respondents agree to provide to the Commission upon request any said written/printed materials described in the paragraph 10 above, to determine whether Respondents have complied with the requirements of that paragraph. To the extent any such materials exist, Respondents shall have 15 business days to provide the written/printed materials to the Commission.

12. Material to this Consent Agreement are Respondents' representation that they are not renting the property located at 6398 N 75 W, Whiteland, Indiana, being one and the same as the real estate at issue in Complainants' complaint, and absent circumstances beyond their control, should not own or retain an interest in the property as of July 31, 2009.

13. In consideration of the Respondents' agreements herein, Complainants agree to withdraw all of their complaints against Respondents pending before the Indiana Civil Rights Commission, including the retaliation complaint Complainant Glen Young has filed against Respondent Laura Davis, that bear the docket numbers ICRC No. HOra08020075/HUD No. 05-08-0599-8 and ICRC Docket Number HOrt09030093 and any complaint, grievance or action of law regarding the issues herein resolved which they may have filed with any other tribunal having jurisdiction. Complainants agree that this Agreement, when fully executed, shall constitute their request and motion for withdrawal of any such complaints, grievances or actions to any such tribunal or agency. Complainants further agree that they may not bring any other

action in any tribunal or agency that involves the actions of either party which occurred prior to the date of execution of this Agreement.

COMPLAINANTS:

[Signature]

Signature of Complainant

Glen Young

Type or print name of Complainant

[Signature]

Signature of Complainant

Jackie Young

Type or print name of Complainant

STATE OF Indiana)

COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared

Glen and Jackie Young and
acknowledged the execution of the foregoing Consent Agreement this day of 19th
day of May, 2009.

[Signature]

Signature of Notary Public

Kelli Lair

Printed Name of Notary

Notary's County of Residence is

Marion County,

Indiana. And Notary's

commission expires Aug 3, 2014

RESPONDENTS:

X Michelle Davis

Signature of Respondent

L Michelle Davis
Type or print name of Respondent

James Davis
Signature of Respondent

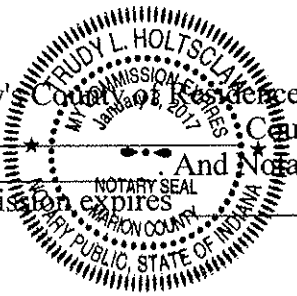
James Davis
Type or print name of Respondent

STATE OF Indiana)
)
COUNTY OF Johnson)

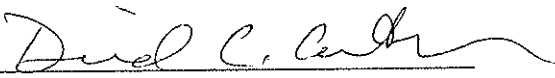
Before me, a Notary Public in and for said County and State, personally appeared James Davis & Michelle Davis and acknowledged the execution of the foregoing Consent Agreement this 22nd day of MAY, 2009.

Trudy L Holtsclear
Signature of Notary Public
Trudy L Holtsclear
Printed Name of Notary

Notary's County of Residence is _____ County,
_____ And Notary's
commission expires _____




The foregoing Consent Agreement has been signed and entered as record before the Indiana Civil Rights Commission this 22nd day of May, 2009.


COMMISSIONER


COMMISSIONER


COMMISSIONER


COMMISSIONER

To be served either personally or by first class mail, postage prepaid on the following parties and attorneys:

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