

STATE OF INDIANA  
CIVIL RIGHTS COMMISSION

DOCKET NO. HOfs08030192  
HUD NO. 05-08-0773-8

BRITTANY CRIST and  
SHERRY DUNAWAY,

Complainants,

v.

NORTHGATE APARTMENTS, *et al.*,

Respondent.

**FILE DATED**

Oct 23 2009

Indiana State Civil Rights Commission

**SETTLEMENT AGREEMENT**

This Settlement Agreement between Complainants, Brittany Crist and Sherry Dunaway (hereinafter called "Complainants"), and Respondents, Northgate Apartments, Charles Ray and Elizabeth Ray (hereinafter called "Respondents"), is hereby entered into in full settlement of the complaint filed by Complainants with the Indiana Civil Rights Commission (hereinafter called "the Commission") as Docket No. HOfs08030192, and charge filed with the U.S. Department of Housing and Urban Development (hereinafter called "HUD") as Charge No. 05-08-0773-8, charging Respondents with unlawful discrimination on the basis of sex and familial status in the area of real estate.

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

1. Complainants 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 Complainants' above-referenced complaint and charge, as amended. 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. Complainants hereby waive 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. Complainants 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 Complainants. Such execution only represents the parties' desire to settle and conciliate this matter without the necessity and burdens of a Public Hearing.

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5. Respondents agree that there will be no discrimination or retaliation of any kind against Complainants because of the filing of this complaint with the Commission and charge with HUD.

6. Respondents agree to pay Complainants and to deliver a cashier's check in the amount of Seven Hundred Fifty Dollars and No Cents (\$750.00), payable to Complainants only, such amount representing full settlement of any and all damages at issue in relation to the above-referenced complaint and charge. Respondents agree to submit said check on or before October 21, 2009. A copy of the check shall be filed with the Commission on or before that date.

7. Respondents represent that it is and shall be the continuing policy of Northgate Apartments to provide fair housing opportunities to all of its tenants and

applicants for all apartment units, without regard to the race, religion, color, sex, national origin, ancestry, disability or familial status of the individual. This policy of non-discrimination shall encompass all aspects of the landlord-tenant relationship.

8. Respondents agree to post and maintain bold print statements concerning fair housing opportunities in conspicuous places on company property.

9. Respondents have and/or will include equal opportunity and non-discrimination clauses in all information materials distributed to their employees as part of their training.

10. Complainants agrees to withdraw their Complaint against Respondents pending before the Commission, and any other complaint, charge, grievance, or action of law regarding the issues herein resolved, which they may have filed under Title VIII of the Civil Rights Act of 1968, as amended, or filed with HUD, or 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 complaint, charge, grievance, or action to any such tribunal or agency.

COMPLAINANT:

Brittany Crist

Signature of Complainant

Brittany Crist

Type or print name of Complainant

STATE OF Indiana )

) SS:

COUNTY OF Push )

Before me, a Notary Public, in and for said County and state, personally appeared Brittany A. Crist, and acknowledged the execution of the foregoing instrument, this 25 day of Sept, 2009.

Teola Sue Carmony

Signature of Notary Public

Teola Sue Carmony

Type or print name of Notary Public

County of Residence:

Shelby

My Commission Expires:

3-12-2016

COMPLAINANT:

Sherry Dunaway  
Signature of Complainant

Sherry Dunaway  
Type or print name of Complainant

STATE OF ARIZONA )  
 ) SS:  
COUNTY OF MARICOPA )

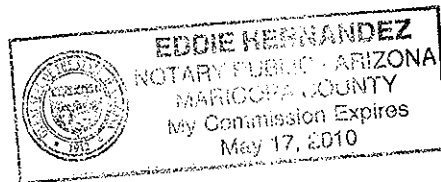
Before me, a Notary Public, in and for said County and state, personally appeared Sherry Dunaway, and acknowledged the execution of the foregoing instrument, this 24<sup>th</sup> day of SEPTEMBER, 2009.

Eddie Hernandez  
Signature of Notary Public

EDDIE HERNANDEZ  
Type or print name of Notary Public

County of Residence:  
MARICOPA

My Commission Expires:  
MAY-17-2010



RESPONDENT:

By: Charles M. Ray

For: CHARLES M. RAY

STATE OF Indiana )

COUNTY OF Rush ) SS:

Before me, a Notary Public, in and for said county and State, personally appeared Charles M. Ray, and acknowledged the execution of the foregoing instrument, this 23<sup>rd</sup> day of September, 2009

Stacy A. Adkins  
Signature of Notary Public  
Stacy A Adkins  
Type or print name of Notary Public

County of Residence:  
Rush

My Commission Expires:  
11-29-16

RESPONDENT:

By: Elizabeth Ray

For: ELIZABETH RAY

STATE OF Indiana )

COUNTY OF Rush ) SS:

Before me, a Notary Public, in and for said county and State, personally appeared Elizabeth Ray, and acknowledged the execution of the foregoing instrument, this 23<sup>rd</sup> day of September, 2009

Stacy A. Adkins  
Signature of Notary Public

Stacy A. Adkin's  
Type or print name of Notary Public

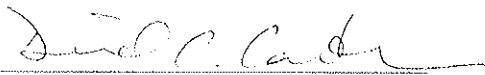
County of Residence:

Rush

My Commission Expires:

11-29-16

The foregoing Agreement has been signed and entered as record before the Indiana Civil Rights Commission, this 23<sup>rd</sup> day of October, 2019.

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

To be served by United States Mail, first class, postage pre-paid, addressed to the following parties and attorneys:

Brittany Crist  
137 W. 2<sup>nd</sup> Street, Apt. #105  
Rushville, IN 46173

Charles Ray and  
Elizabeth Ray  
332 W. 9<sup>th</sup> Street  
Rushville, IN 46173

Sherry Dunaway, c/o Johnson  
4110 S. 62<sup>nd</sup> Lane  
Phoenix, AZ 85043

Private Investments, LLC  
P.O. Box 61  
Carmel, IN 46082-0061

Northgate Apartments  
1600 N. Main Street  
Rushville, IN 46173

CLARKSON & GULDE, P.C.  
By: C. Jack Clarkson, Esq.  
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