

INDIANA CIVIL RIGHTS COMMISSION

CONCILIATION AGREEMENT

between

**Fair Housing Center of Central Indiana
(Complainant)**

and

**Jack R. Dale and Dale Creek properties
(Respondent)**

**ICRC COMPLAINT NO. HOha25121012
HUD COMPLAINT NO. 05-25-2823-8**

This Conciliation Agreement ("Agreement") is made and entered into by and between the Fair Housing Center of Central Indiana ("Complainant"), and Jack R. Dale, Inc. and Dale Creek Properties with a business address at 1520 Main Street Vincennes, IN 47591 and its agents, assignees, heirs, executors, administrators, beneficiaries, trustees, and legal representatives (collectively referred to as ("Respondent"). Complainant and Respondent are hereinafter collectively referred to as "the Parties."

The Parties desire to fully settle the above referenced complaints.

Therefore, the Parties hereby agree as follows:

SUBJECT REAL ESTATE

1. The real estate, commercial, or residential property that was the subject of the complaint is located at 710 College Ave, Vincennes, IN 47591.

STATEMENTS OF POSITION

2. **Complainant's Position.** Complainant filed ICRC NO. Hoha25121012 and HUD NO. 05-25-2823-8 alleging discrimination on the basis of disability after fair housing tests revealed Respondent failed to accommodate prospective tenants requiring emotional support animals.
3. **Respondent's Position.** Respondent enters into this Agreement to avoid the expenses and burdens of litigation and to resolve voluntarily the claims underlying the complaints. Respondent does not admit to any allegations made against it in any complaints or charges currently pending between the parties. Nothing contained in this Agreement is an admission of liability or of any violation of any applicable law, rule, regulation, order, or contract of any kind.

RELIEF FOR THE COMPLAINANT

4. Within 30 (thirty) days of the effective date of this agreement, Respondent agrees to pay the sum of \$5,000.00 (five-thousand dollars and zero cents) to the Complainant.
5. Respondent agrees to mail, through trackable delivery, said payment directly to the complainant at Fair Housing Center of Central Indiana, 429 N. Pennsylvania, Suite 401 Indianapolis, IN 46204 and to simultaneously provide a copy of the check to the Indiana Civil Rights Commission Attn: Mediator, Diane Graves at dgraves@icrc.in.gov.

FULL SETTLEMENT, RELEASE, AND WITHDRAWAL

6. **Full Settlement.** Complainant hereby accepts the terms and conditions of this Agreement as full settlement of all outstanding claims arising out of or related to the subject matter underlying ICRC NO. Hoha25121012 and HUD NO. 05-25-2823-8.
7. **Mutual Release.** The Parties fully waive; shall not sue each other on account of; and fully and forever release and discharge each other from any and all allegations, claims, complaints, charges, actions, causes of action, grievances, disputed issues of law and/or fact, obligations for damages (including but not limited to compensatory, exemplary, and punitive damages for mental anguish, loss of consortium, pain, embarrassment, humiliation, emotional distress), losses, expenses, fees, attorneys' fees or costs, debts, and any and all other demands which the Parties may have against each other to the Effective Date arising out of the subject matter of ICRC NO. Hoha25121012, HUD NO. 05-25-2823-8, or which could have been filed in any action or suit arising from said subject matter.
8. **Withdrawal.** Complainant agrees that this document, when fully executed shall constitute the withdrawal of this complaint and any complaint filed with any other anti-discrimination agency.

AFFIRMATIVE RELIEF IN THE PUBLIC INTEREST

9. To address the interest of the State of Indiana, the Indiana Civil Rights Commission (ICRC), and the U.S. Department of Housing and Urban Development (HUD), Respondent shall:
 - a. **Advertising.** In compliance with 910 IAC 2-9-1(d), conspicuously place the Fair Housing logo (available for copy in 910 IAC 2-9-1(d)) on all its electronic and printed applications, advertising, websites, and marketing promotions, taking into account the guidance in 910 IAC 2-8-7 related to logo use.
 - b. Respondent agrees that its website and all future leases will contain the following statement: "We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, religion, national origin, sex, familial status or disability."
 - c. **Signage.** Respondent agrees to prominently post, display, and maintain at the subject property a Fair Housing poster in compliance with 910 IAC 2-9-1.
 - d. **Training.** The management staff at the Respondent's location will view the Indiana Civil Rights Commission's

Online Fair Housing Training to be accessed at (<https://www.youtube.com/watch?v=qKCBbfM9bi0&feature=youtu.be>). And complete the corresponding worksheet located at <https://www.in.gov/icrc/files/57078-fill-in.pdf>

Returning the completed worksheet to Mediator Diane Graves at dgraves@icrc.in.gov within 30 (thirty) days of the effective date of this agreement.

- e. **Policy.** Within 30 (thirty) days of the effective date of this Agreement, Respondent agrees to provide a copy of its anti-discrimination policy, to include reasonable accommodation, service and emotional support animals, to be reviewed and approved by the Indiana Civil Rights Commission. Said policy should be provided to Mediator Diane Graves at dgraves@icrc.in.gov.
- f. Respondent agrees to provide its staff with copies of the HUD-DOJ joint statement on reasonable accommodations or to incorporate a review of that document into staff training.
- g. Respondent agrees to provide written notice to current or future staff regarding policy changes and/or accommodation procedures.
- h. Respondent agrees to comply with all federal, state, and local fair housing law.
- i. **Non-Interference.** Refrain from interfering with any person in their exercise or enjoyment of civil or fair housing rights enumerated in I.C. 22-9 and I.C. 22-9.5.
- j. **Non-Discrimination.** Not commit any act of discrimination against any person in the terms, conditions, or services of any real estate-related transaction or in the acquisition through purchase or rental of real property, including but not limited to, housing on the basis of race, color, religion, sex, disability, familial status, ancestry, and national origin; any subsequent retaliation or discrimination constitutes both a material breach of this Agreement and a statutory violation of the Indiana Civil Rights Law and Indiana Fair Housing Act.

GENERAL PROVISIONS

1. **Term of Agreement:** The term of this agreement, during which all parties shall be bound hereto, shall commence on the Effective Date, determined as follows:
 - a. **Effective Date.** This Agreement becomes effective once all parties have signed; the date this Agreement obtains the final signature (as indicated by the date stated opposite that party's signature) is deemed the "Effective Date" of this Agreement.
2. **Compliance Monitoring.** *The Indiana Civil Rights Commission will monitor compliance with the terms of this Agreement.* This includes, but is not limited to, monitoring the Agreement throughout the duration of the applicable time, seeking enforcement of the agreement via other governmental agencies, or otherwise ensuring the terms of the agreement are met. Respondent agrees to provide its full cooperation with such monitoring.

3. **Concurrent HUD Claims.** This Agreement resolves all matters explicitly provided in the aforementioned case and within the jurisdiction of the Indiana Civil Rights Commission. *This Agreement does not impact matters involving other civil rights statutes enforced by HUD. This Agreement does not prohibit HUD from taking further action against Respondent under other applicable civil rights laws.*
4. **Non-disparagement.** Each party shall refrain from making any derisive, disparaging, or derogatory comments about the other and the other's management personnel or service/maintenance staff, if any.
5. **Non-Retaliation.** Respondent agrees 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 Indiana Fair Housing Act or Civil Rights Law. Complainant is aware of the Indiana Civil Rights Law, Indiana Fair Housing Act, and federal Fair Housing Act protect Complainant's right to file a complaint of discrimination.
6. **Other Complaints.** Nothing in this Agreement prohibits Complainant from timely filing a new discrimination complaint based on alleged violations of the state or federal Civil Rights acts or Fair Housing Acts that occurred after the filing of the original complaint.
7. **Enforcement.** If the commission determines a party to the agreement is not complying with it, the commission may obtain enforcement of the agreement in a circuit or superior court upon showing the party is not complying with the agreement and the party is subject to the commission's jurisdiction and resides or transacts business within the county in which the petition for enforcement is brought.
8. **ICRC Approval.** The agreement is subject to approval by the ICRC who will indicate approval by an ICRC Staff Member signing the agreement as the FHAP Representative.
9. **Public Agreement.** All parties agree this Agreement will be made public and is not subject to terms of confidentiality.
10. **Breach.** Pursuant to IC 22-9.5-7-1, Complainant may file a civil action in the circuit or superior court located in the county in which the alleged discriminatory practice occurred not later than one (1) year after a breach of this Agreement, to obtain appropriate relief with respect to the discriminatory housing practice or breach.

11. **Breach of Agreement.** In the event of a breach of any provision of this Agreement by any party during the term of this agreement, the affected party is required to commence an action, in law and/or equity, to enforce its rights under any provision of this Agreement. If the affected party prevails, the breaching party shall be liable for the reasonable attorneys' fees and costs incurred in connection with such action.
12. **Non-Use.** This Agreement may not be used as evidence in any subsequent proceeding of any kind (without the written consent of the other party) except one which either party claims a breach of this Agreement.
13. **Informed Consent and Voluntary Signing.**
- a. Complainant has carefully read this Agreement and fully understands its meaning and intent.
 - b. Complainant has received from the ICRC an explanation of this Agreement and understands its legal consequences; Complainant has been advised to seek legal counsel before signing.
 - c. The Parties agree to all the terms of the Agreement.
 - d. The only consideration for the Parties' signing this Agreement is the terms stated herein and no other promises or representation of any kind have been made by any person or entity whatsoever to cause the Parties to sign this Agreement.
 - e. The Parties are voluntarily signing below and have not been coerced, intimidated, threatened, or in any way forced to become parties to this Agreement. The Parties are aware it is unlawful for any person covered by the Indiana Civil Rights Law or Indiana Fair Housing Act to threaten, intimidate, or harass anyone because they file a Complaint or otherwise seek to act on their Fair Housing rights.
14. **Severability.** The Parties agree if any portion of this Agreement is found to be unenforceable or prohibited, the remainder of this Agreement shall remain in full force and effect.
15. **Execution.** The Parties and Counsel, if any, agree that in the interest of speedily concluding this matter, the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one documentary page.
16. **Entire Agreement.** This Agreement contains the entire understanding of the parties; there are no terms or conditions other than those expressly set forth herein, and there will be no modifications or amendments unless in writing signed by the parties and a FHAP Representative.

17. **Authority.** The Parties respectively warrant they are fully authorized to enter into this Agreement on behalf of their respective entity or individual.

SIGNATURES



Complainant:

4/28/2026

Date:

Respondent:

Date:


Designated FHAP Representative

4/28/2026
Date:

17. **Authority.** The Parties respectively warrant they are fully authorized to enter into this Agreement on behalf of their respective entity or individual.

SIGNATURES

Complainant:

Date:

Bradley R. Dale
Respondent: *MANAGER*

4-28-26

Date:

John P. Clay
Designated FHAP Representative

4-28-2026

Date: