

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

CLIENT,

Plaintiff,

v.

CIVIL ACTION

DISTRICT OF COLUMBIA HOUSING AUTHORITY,

#_____ **(JR)**

and

**MICHAEL KELLY, EXECUTIVE DIRECTOR
DISTRICT OF COLUMBIA HOUSING AUTHORITY,**

and

**LORRY BONDS, ADA/504 COORDINATOR,
DISTRICT OF COLUMBIA HOUSING AUTHORITY,**

Defendants.

SETTLEMENT AGREEMENT

This Agreement is between CLIENT, plaintiff, and the District of Columbia Housing Authority (DCHA), Michael Kelly, and Lorry Bonds, (collectively the defendants).

I. Background

1. Client uses a wheelchair; she is a person with disabilities as defined by Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, and the Fair Housing Amendments Act, 42 U.S.C. §§ 3601-3604, and the DC Human Rights Act, DC Code § 2-1402.21.

2. At the time she filed her Complaint, Client resided in an inaccessible two story public housing unit owned and managed by DCHA at 2450 Elvans Rd SE, Washington, DC

20020.

3. Client requested a transfer to a fully wheelchair accessible unit as a reasonable accommodation for her disabilities which DCHA approved in early April 2007.

4. In June 2007, DCHA offered to transfer Client and her family to a fully wheelchair accessible four bedroom apartment in the Henson Ridge Hope VI development.

5. Client brought an action in the Superior Court of the District of Columbia against the defendants which was removed to the United States District Court for the District of Columbia as case number _____ (JR)(hereafter the case) arising out of these facts.

6. In March 2008, Client moved to her new home at _____, SE, Washington, DC 20020, a fully accessible unit constructed in accordance with the UFAS. Therefore the parties agree to resolve all claims in the case without the need for further litigation. This does not constitute an admission by DCHA of any liability or wrongdoing.

II. Substantive Terms

In consideration of the mutual promises and agreements contained herein, the parties hereby agree to the following provisions:

1. DCHA will continue to ensure that the house at _ SE is leased as assisted housing to Client and her family as long as Client complies with all the conditions of her lease.

2. Within fifteen (15) days of the execution of this Agreement, DCHA will submit a check payable to University Legal Services – Protection and Advocacy in the all-inclusive amount of \$25,000 for all claims for damages for Client and plaintiff’s attorney fees.

3. Within fifteen (15) days of the payment by DCHA, Client will dismiss her Complaint with prejudice in the case.

4. In consideration of the promises and covenants by DCHA as set forth herein, Client agrees that she will and does forever and irrevocably release and discharge DCHA, its Executive Director, successors, affiliates, officers, commissioners, employees, insurers, agents, assigns and representatives, (“Releasees”) from any and all grievances, claims, demands, debts, defenses, actions or causes of actions, obligations, damages and liability whatsoever whether same be at law or in equity or mixed, arising out of or relating to her claims raised or that could have been raised in the case. Client covenants not to make or file any lawsuits, complaints, grievances, or other proceedings of any kind in any court of law or administrative agency, on behalf of herself or any other person, against Releasees for acts or omissions arising from the claims raised in her Complaint on or before the date this Agreement is fully executed by all parties.

5. This Agreement constitutes the complete, final and entire understanding of the parties with respect to the issues addressed herein. The parties shall not be bound by any terms, covenants, conditions or representations not expressly contained in this Agreement.

6. This Agreement may not be modified or changed orally; any modification(s) must be made based upon consent by the parties in writing, and signed by all parties.

7. Governing Law. The Parties agree that the Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the District of Columbia.

8. Severability. If any of the terms or provisions of this Agreement are found null and void or inoperative for any reason, the remaining provisions shall remain in full force and effect the language in all parts of this Agreement shall, in all cases, be construed as a whole according to its plain meaning, and not strictly for or against any of the Parties.

9. Counsel. All Parties are represented by and have had the opportunity to be advised by counsel of their choosing prior to entering into this Agreement. All Parties agree to be responsible for payment of their own attorney's fees and costs incurred in this dispute.

IN WITNESS WHEREOF, the Parties executed this Agreement on the dates indicated herein.

DISTRICT OF COLUMBIA HOUSING AUTHORITY

By:

Michael Kelly,
Executive Director

Date

Michael Kelly

Date

Lorry Bonds

Date

Client

Date