

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
13-CVS-000075

THE NORTH CAROLINA HUMAN)
RELATIONS COMMISSION,)
On behalf of)
)
CINDY BLOCK, IAN BLOCK, and)
JEREMY BLOCK,)
)
Plaintiff,)
and)
)
CINDY BLOCK and IAN BLOCK)
Plaintiff-Intervenors,)
)
v.)
)
CARRIAGES AT ALLYN'S LANDING)
OWNERS ASSOCIATION, INC., VPJ)
ENTERPRISES, INC. and VICTOR JONES)

**SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS BY
PLAINTIFF THE NORTH CAROLINA
HUMAN RELATIONS COMMISSION,
AND PLAINTIFF-INTERVENORS
CINDY AND IAN BLOCK; AND
JEREMY BLOCK**

Defendants.

KNOW ALL BY THESE PRESENT that the North Carolina Human Relations Commission, Cindy Block and Ian Block; and Jeremy Block (collectively "Plaintiff and Plaintiff-Intervenors" or "Releasers"), do hereby waive, release, acquit, and forever discharge Carriages at Allyn's Landing Owners Association, Inc., VPJ Enterprises, Inc., and Victor Jones (collectively "Defendants" or "Releasees") for any and all claims alleged in the Plaintiff's Complaint and Plaintiff-Intervenors' First Amended Complaint in Intervention in the above-captioned matter, including North Carolina Human Relations Commission Case No. 11HO1685; HUD Case No. 04-11-0597-8; and for any other related matter pending in any forum or tribunal between Plaintiff and Plaintiff-Intervenors and/or Releasers, and Releasees. Releasers also waive and release any and all officers, employees, shareholders, members, agents, heirs, successors and assigns of Defendants/Releasees, for any and all claims alleged in Plaintiff's

Complaint and Plaintiff-Intervenors' First Amended Complaint in Intervention, including North Carolina Human Relations Commission Case No. 11HO1685; HUD Case No. 04-11-0597-8; and for any other related matter pending in any forum or tribunal between Plaintiff and Plaintiff-Intervenors and/or Releasors, and Releasees, or which could have been alleged in the Plaintiff's Complaint and Plaintiff-Intervenors' First Amended Complaint in Intervention filed in this action, including North Carolina Human Relations Commission Case No. 11HO1685; HUD Case No. 04-11-0597-8; and for any other related matter pending in any forum or tribunal between Plaintiff and Plaintiff-Intervenors and/or Releasors, and Releasees.

In consideration of the compromise of a disputed claim and to avoid continued litigation, for the consideration articulated below and subject to the restrictions also set forth below, Releasors do voluntarily and knowingly execute this Release for the express intention of effecting the extinguishment of all rights or obligations herein designated. Releasors agree that this consideration is in settlement of claims for all alleged compensatory damages, punitive damages, injunctive and declaratory relief, expenses, attorney's fees and any other relief sought in Plaintiff's Complaint and Plaintiff-Intervenors' First Amended Complaint in Intervention including North Carolina Human Relations Commission Case No. 11HO1685; HUD Case No. 04-11-0597-8; and for any other related matter pending in any forum or tribunal between Plaintiff and Plaintiff-Intervenors and/or Releasors, and Releasees.

As a condition precedent to the execution and enforceability of this Settlement Agreement and Release of all Claims, the Releasors and Releasees agree to the following:

1. Releasees will pay to the Trust Account of Legal Aid of North Carolina, Inc. the total sum of \$20,000.00 payable as follows:
 - a. The sum of \$15,000.00 within 15 days of the full execution of a General Release of all claims by Plaintiff and Plaintiff-Intervenors of all Defendants, same to be prepared by Counsel for all parties, and the filing

of a Stipulation of Dismissal, with Prejudice, of all claims in the above captioned lawsuit, and;

- b. The additional sum of \$5,000.00 on or before January 12, 2016.

The amount noted above shall be disbursed ONLY to a recognized charitable organization and/or as attorneys' fees and costs and to no other person or entity.

2. Current Board members of Carriages at Allyn's Landing Owners Association, Inc. ("Carriages") as well as Victor Jones, individually and as President of V.P.J. Enterprises, Inc. will undergo training approved by the N.C. Human Relations Commission ("NCHRC") regarding applicable state and federal fair housing laws. New Board members of Carriages will be informed that information regarding such laws is available for review via a link contained on the Carriages website. Such link shall be provided to Carriages by NCHRC.
3. Defendants acknowledge that their conduct and actions are subject to both state and federal fair housing laws.
4. No party admits any liability to another or any third party. The parties agree that this settlement is reached by the parties simply for the purpose of resolving the controversy amongst them and shall not be construed as an admission of liability by the Releasees.
5. NCHRC waives payment of any and all fines, penalties, attorneys' fees, costs or any other claim against Defendants.
6. Except as expressly set forth herein, the parties shall be responsible for payment of their own costs and attorneys' fees, including but not limited to, the cost of this mediation.

The Releasors and the Releasees further agree to the following:

7. The submission of this Agreement to the U. S. Department of Housing and Urban Development constitutes a request for closure of the related HUD complaint.
8. The parties to this Agreement understand that, upon the signing of this Agreement by all of the parties concerned, the terms of this Agreement may be made public and shall be judicially enforceable by any party.

9. Releasors for themselves, their predecessors, successors, heirs and assigns, agents, servants, employees, and representatives, hereby waive, release, acquit, and forever discharge the Releasees, their predecessors, successors, heirs and assigns, agents, servants, officers, appointees, employees, of and from any and all claims, actions, or causes of action, demands, damages, costs, judgments, expenses, liabilities, attorney's fees, and legal costs, injunctive or declaratory relief, whether known or unknown, whether foreseen or unforeseen, arising out of the events alleged in Plaintiff NCHRC's Complaint and Plaintiff-Intervenors' Cindy and Ian Block's First Amended Complaint in Intervention including North Carolina Human Relations Commission Case No. 11HO1685; HUD Case No. 04-11-0597-8; and for any other related matter pending in any forum or tribunal between Plaintiff and Plaintiff-Intervenors and/or Releasors, and Releasees. The scope of this Release shall be limited to any and all claims alleged or which could have been alleged in the Plaintiff's Complaint and Plaintiff-Intervenors' First Amended Complaint in Intervention filed in this action, including North Carolina Human Relations Commission Case No. 11HO1685; HUD Case No. 04-11-0597-8; and for any other related matter pending in any forum or tribunal between Plaintiff and Plaintiff-Intervenors and/or Releasors, and Releasees.

10. It is further agreed that this Settlement Agreement and Release shall be governed and interpreted using North Carolina law. This Settlement Agreement and Release shall not be construed against any Party more strongly than it is construed against any other party.

11. In the event that any portion or provision of this Settlement Agreement and Release shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Settlement Agreement and Release, and it shall not affect the validity of the remaining portions, which portions shall be given full

effect as if the void or invalid provision or portion had not been included herein. Provided, however, that in the event HUD does not approve this Settlement Agreement and Release, the entire Settlement Agreement and Release, including the release and monetary obligations therein, shall be considered null and void.

12. This Settlement Agreement and Release may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same document.

13. This Settlement Agreement and Release constitutes the entire agreement of the parties. All prior understandings, representations and agreements are merged in this agreement, and this Settlement Agreement and Release shall not be modified in any manner, except by written instrument signed by all the parties.

IN WITNESS HEREOF, we hereunto set our hands and seal, on this 23 day of July 2015.

ACCEPTED:

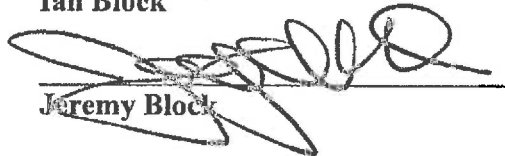
DATED:

North Carolina Human Relations Commission

By: _____


N/A _____
Cindy Block

N/A _____
Ian Block


Jeremy Block

1/23/15

Sworn to and subscribed before me
this 23 day of July 2015.



Notary Public
My Commission Expires: 3/12/16

JACOB S GREENBERG
Notary Public - State of New York
No. 01663257392
Qualified in Bronx County
My Commission Expires Mar. 12, 2016

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IN WITNESS WHEREOF, we hereunto set our hands and seal, on this ____ day of ____, 2015.

ACCEPTED:

DATED:

North Carolina Human Relations Commission

By: _____

Cindy Block
Cindy Block

Jean Block

ian Block
Jeremy Block

Jeremy Block

1/28/15

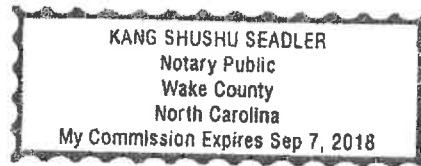
1/28/15

MM

Sworn to and subscribed before me
this 28 day of Jan, 2015.

[Signature]
Notary Public

My Commission Expires: 09/07/2018



Carriages at Allyn's Landing Owners Assn., Inc.

2-23-15

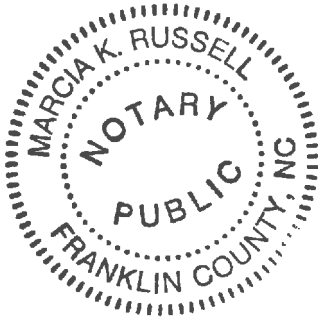
By: *Robert B. Heyward*
Robert B. Heyward
President

VPJ Enterprises, Inc.
By: _____

Victor Jones

Sworn to and subscribed before me
this 23rd day of Feb. 2015.

Marcia K. Russell
Notary Public
My Commission Expires: 2/21/2020



Carriages at Allyn's Landing Owners Assn., Inc.

By: N.A.

N.A.

VPJ Enterprises, Inc.

By: Whitman

2/19/15

Whitman

Victor Jones

2/19/15

Sworn to and subscribed before me
this 19 day of Feb, 2015.

Donya Whitman

Notary Public

My Commission Expires: 2-24-2018

