

IN THE DISTRICT COURT OF DOUGLAS COUNTY, KANSAS

City of Lawrence, Kansas
And
Lawrence Human Relations Commission
Plaintiffs

V.
Lyndon Mullis
And
Kathi Mullis
And
Kanmar Management, LLC
Defendants

Case No. 2016-CV-443
Div. _____
Chapter 60

Memorandum of Settlement Agreement

In consideration of the mutual promises and agreements made herein; without acknowledgement of liability by either party; and with each party expressly denying the allegations made against them in this case; the parties agree as follows:


1. The parties mutually agree to dismiss all claims pending in this matter. The case shall be dismissed without prejudice to re-filing. However, it may only be re-filed because of a material breach of the Agreement by either party and may not be re-filed after October 1, 2019.
2. Defendants agree to abide by the Americans with Disabilities Act of 1990, 42 USC Sec. 12101 et seq. , The Fair Housing Act of 1968, 42 USC 3601 et seq., and all other federal, State of Kansas, and City of Lawrence laws and regulations which prohibit discrimination in housing. Defendants will amend their current lease agreements to remove the language regarding tenants' service and emotional support animals. Said amendments shall be made and a copy provided to Plaintiffs no later than April 30, 2019.
3. Defendants agree to provide an educational seminar for the Lawrence community, in conjunction with Plaintiffs, regarding substantive information to landlords, tenants, and the general public regarding housing and compliance with federal, state and local rules and regulations. Said seminar will feature a day long presentation by attorney Scott P. Moore. Said seminar will be preapproved for CLE credit. The defendants will pay all costs of presenting the seminar, with the exception of the cost of providing a venue for

the seminar to take place, and any advertising for the seminar, which will be the responsibility and cost of the City of Lawrence. The defendants shall attend the seminar in its entirety. The seminar shall take place no later than September 30, 2019. The Plaintiffs shall be entitled to review the agenda of the seminar prior to its presentation.


4. The Defendants shall indicate in any advertising to tenants and on their website that they are an equal opportunity housing provider.
5. Plaintiffs and Defendants will each pay their own attorneys' fees and they shall each pay ½ of the mediators' fee.
6. Defendants shall make a donation to Independence, Inc. in the amount of \$1,000, no later than April 30, 2019.
7. The parties, if desired, shall agree to a joint press release. No party shall otherwise issue a press release. The parties shall be free to answer questions from the press consistent with the content of this agreement.
8. The parties shall file a Joint Stipulation Dismissing the Petition and Counterclaim without prejudice consistent with Paragraph 1 of this Agreement after this settlement is approved by the Lawrence City Commission.
9. This Settlement is subject to the approval by the Lawrence City Commission.

In witness whereof, the parties have signed this Memorandum of Agreement on March 21, 2019.

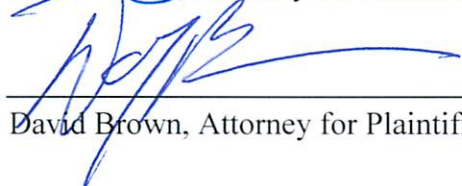
Plaintiffs by:



Toni Wheeler, City Attorney



Maria Garcia, Attorney for Plaintiff



David Brown, Attorney for Plaintiff

Defendants by:



Lyndon Mullis



Kathi Mullis



Scott Moore, Attorney for Defendants



Bruce Hanson, Attorney for Defendants