

CEDAR RAPIDS CIVIL RIGHTS COMMISSION

SETTLEMENT AND GENERAL RELEASE AGREEMENT

CRCRC Case: #3415
HUD Case: #07-14-0185-8

BETWEEN

BRIANNA MELTON

AND

STEVE DEMEULENAERE, (SFD, LLC)
600 1ST AVE NW
CEDAR RAPIDS, IA 52405

AND

CEDAR RAPIDS CIVIL RIGHTS COMMISSION
425 SECOND STREET, SUITE 960
CEDAR RAPIDS, IOWA 52401

HISTORY OF COMPLAINANT'S ALLEGATION TO DATE

The allegations include the following:

Section: 804(b)

Issue: Terms and Conditions

Basis: Race (African American)

Allegation: Refusal to Treat for Bed Bugs and Cockroaches, Refusal to Supply Keys to Unit

The Complainant, Brianna Melton, is a tenant residing in an apartment building located in Cedar Rapids, Iowa, and owned by SFD, LLC. Complainant alleged Respondent discriminated against her by failing to treat her unit for bed bugs from March 1, 2013 to May 11, 2013. She stated that during this same time period, she made several requests beginning the week of March 4, 2013, to Steve DeMeulenaere, owner, to provide treatment to rid her unit of bed bugs. However, no action was taken to remove the bed bugs. Complainant alleged that she and her mother purchased bed bug treatment kits to try to get rid of the bugs, but were unsuccessful. Complainant stated that she used part of the rent money to rent a hotel room for 3 days on or around April 15, 2013. She alleged that this made the owner angry, but he made no attempt to remedy the situation by treating the unit for bed bugs.

The Complainant stated that the owner offered her another unit in a different building on or about May 11, 2013. The Complainant further stated that the new unit had not been cleaned prior to her taking possession, and was infested with cockroaches. The Complainant alleged that she asked for cockroach treatment on or about May 11, 2013 and treatment has not been provided.

The Complainant also states that she asked for keys to the unit on or about May 11, 2013, and was told by the owner that there weren't any keys but he would provide a new lock, but he did not comply with this request. The Complainant stated that on or about June 11, 2013, she and her boyfriend purchased and installed a lock of their own after being without a lock for a month.

The Complainant stated that in October 2013, the owner attempted to enter the unit at 10:00 p.m. and when he was refused entry, he shut the power off in the unit for a period of hours. The Complainant also stated that the owner attempted to enter the unit three separate times after 8:00 p.m. and without prior notice, giving as reason for entry his need to look at and or fix and measure appliances in the bathroom. The Complainant alleged that the owner shut off the water to the unit on or about November 11, 2013 until on or about November 16, 2013. The Complainant stated that she asked the owner to turn the water back on but he refused until he was admitted to the unit.

Subject Properties: 1600 D Ave. NE, Apt. 2, Cedar Rapids, Iowa, and 1613 D Ave. NE, Apt. 4, Cedar Rapids, Iowa

The Complainant alleges the above statements of housing discrimination are based on Race and are in violation of 804(b) of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, Chapter 216 of the Code of Iowa, and Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.

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Section: 804(c)

Issue: Discriminatory Statement

Basis: Race (African American); Mental Disability

Allegation: Making Discriminatory Statements

The Complainant, Brianna Melton, is a tenant residing in an apartment building located in Cedar Rapids, Iowa, and owned by SFD, LLC. The Complainant stated that the owner, Steve DeMeulenaere, made racist comments to her and her boyfriend Charles Conrad (African American, also on rental agreement). She stated that the owner told them on or about February 28, 2013, that he thought they were white, based on their telephone conversation. She alleged that he also said that people in Iowa from Chicago are destructive after he learned that Charles is from Illinois. The Complainant stated that the owner called their neighbor, Tracy Hoskins (African American), a "whore and a bitch" and said "this is why white people don't like black people, and that people like Tracy is why landlords don't rent to blacks". The Complainant believes these statements were due to her race and show that the respondent is prejudiced against African Americans.

The Complainant also states that the owner made discriminatory comments about her disability. She states that on or about February 28, 2013, he told her that he felt she was using her bipolar disorder, anxiety, and depression as a crutch and that he didn't think she needed or deserved Social Security disability assistance. She alleges that he wanted her out because he was tired of her "drama" and said he would file assault charges if they wouldn't move because it is the easiest way for him to get them out. She believes these statements are based on her race and mental disability.

Subject Properties: 1600 D Ave. NE, Apt. 2, Cedar Rapids, Iowa, and 1613 D Ave. NE, Apt. 4, Cedar Rapids, Iowa

The Complainant alleges the above statements of housing discrimination are based on Race and Mental Disability and are in violation of 804(c) of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, Chapter 216 of the Code of Iowa, and Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.

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Section: 804(f)(1)(A)

Issue: Terms and Conditions

Basis: Mental Disability

Allegation: Attempted Termination of Tenancy

The Complainant, Brianna Melton, is a tenant residing in an apartment building located in Cedar Rapids, Iowa, and owned by SFD, LLC. The Complainant stated that the owner, Steve DeMeulenaere, is discriminating against her by attempting to terminate her tenancy. She alleged that on or about October 15, 2013, the owner refused to accept the general assistance voucher and said he was going to evict her. She believes the refusal of the voucher is based on her mental disability because he stated that he didn't think she needed or deserved disability assistance.

Subject Properties: 1600 D Ave. NE, Apt. 2, Cedar Rapids, Iowa, and 1613 D Ave. NE, Apt. 4, Cedar Rapids, Iowa

The Complainant alleges the above statements of housing discrimination are based on Race and are in violation of 804(b) of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, Chapter 216 of the Code of Iowa, and Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.

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Section: 804(f)(2)(A)

Issue: Terms and Conditions

Basis: Mental Disability

Allegation: Refusal to Treat for Bed Bugs

The Complainant, Brianna Melton, is a tenant residing in an apartment building located in Cedar Rapids, Iowa, and owned by SFD, LLC. Complainant alleged Respondent, Steve DeMeulenaere, owner, discriminated against her by failing to treat her unit for bed bugs from March 1, 2013 to May 11, 2013. Complainant states that she had a mental breakdown caused by lack of sleep and used part of the rent money to rent a hotel room for 3 days on or around April 15, 2013.

Subject Properties: 1600 D Ave. NE, Apt. 2, Cedar Rapids, Iowa, and 1613 D Ave. NE, Apt. 4, Cedar Rapids, Iowa

The Complainant alleges the above statements of housing discrimination are based on Mental Disability and are in violation of 804(f)(2)(A) of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, Chapter 216 of the Code of Iowa, and Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.

SECTION I - STANDARD PROVISIONS

1. It is understood that the signing of this Agreement does *not* constitute an admission by Respondent of any violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa, and that this Agreement is entered into by the parties in a good-faith effort to amicably resolve existing disputes.
2. Respondent agrees that all housing and all terms and conditions of housing, shall be maintained and conducted in a manner which does not discriminate on the basis of race, creed, color, sex, age, religion, gender identity, marital status, familial status, national origin, sexual orientation, physical or mental disability, and/or association with a protected class in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
3. Respondent agrees that there shall be no discrimination, harassment, or retaliation of any kind against Complainant, or any other person, for filing a charge under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa; or because of giving testimony and/or assistance, or participating in any manner in any investigation, proceeding or hearing under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa; or because of lawful opposition to any practice forbidden under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
4. Complainant and Respondent hereby waives, releases, and covenants not to sue or bring forth any legal action against the opposing party with respect to any matters which were or might have been alleged as charges filed with the Cedar Rapids Civil Rights Commission, The United States Department of Housing and Urban Development or any other anti-discrimination agency, subject to the performance by Respondent of the promises and representations contained herein.
5. Complainant agrees that any complaint filed with any other agency, including The United States Department of Housing and Urban Development, or any other anti-discrimination agency, which involves the issues of this complaint, shall be permanently withdrawn upon execution of this agreement and receipt of the settlement proceeds.

6. Respondent agrees that the Commission may review compliance with this Agreement. As part of such review the Commission may require written documents concerning compliance, interview witnesses, and examine and copy documents for demonstration of compliance with the case specific terms of this agreement.
7. Respondent and Complainant agree not to disclose the filing of this complaint or the terms of this Agreement to any other persons, and/or public or private news media outlet, including but not limited to newspaper, radio, and television news, except as may be necessary for any court proceeding in the future. This does not bar Complainant from seeking counsel from an attorney or an income tax professional for tax purposes.

SECTION II - RELIEF

1. The parties understand the terms of this Agreement and enter into it voluntarily.
2. The terms of this Agreement were arrived at through conciliation conducted on Thursday, March 20, 2014 through Friday, March 21, 2014, involving Brianna Melton (Complainant), Steve DeMeulenaere (Respondent) and Darin Luneckas (Respondent Representative). The terms of this Agreement are in effect as agreed upon on the aforementioned date and will remain in effect thereafter.
3. The Parties have agreed that Steve DeMeulenaere will remunerate Brianna Melton in the amount of one-thousand, one-hundred, and fifty U.S. dollars (\$1,150.00) for costs incurred for her hotel stay during pest control and treatment, loss of belongings in the process of moving, and refunded security deposit. A check for the aforementioned full amount will be made out to the mother of the Complainant, Angela Melton, as the Complainant does not currently have a checking account, and must be received by the Cedar Rapids Civil Rights Commission by 4:00pm CST on Tuesday, March 25, 2014.
4. Brianna Melton also agrees to withdraw this complaint with The United States Department of Housing and Urban Development and with the Cedar Rapids Civil Rights Commission upon execution of this agreement.
5. Respondent agrees to provide a neutral reference regarding Brianna Melton, and will *only* provide information regarding the dates of tenancy. If asked for further information, Respondent will state "I can only provide information on the dates of tenancy at this time."
6. Each party agrees not to disparage the other party regarding any matter relating to past communications or interactions with each other as related to this agreement, and/or any issues related to this complaint, other than what may be required in court.
7. Each party agrees to no further contact between the two of them and this will extend to Charles Conrad as well as each party's immediate family members.
8. The terms of this agreement will not establish any precedent, nor will the agreement be used as a basis by Brianna Melton, Steve DeMeulenaere, and/or any representative organization to seek or justify similar terms in any civil action or subsequent case.
9. Brianna Melton and Steve DeMeulenaere agree that this agreement constitutes the entire agreement and there are no other terms to the agreement except those specified herein. They further agree that this agreement may not be modified except by a writing executed by all of the parties to this agreement.

SECTION III - RELIEF FOR PUBLIC INTEREST

1. All parties agree that Steve DeMeulenaere will receive training on the Fair Housing Act. This education will be arranged at the convenience of the Respondents within 90 days of the Settlement Agreement. The Respondent is encouraged to call the Cedar Rapids Civil Rights Commission, 319-286-5036, whenever Equal Housing Opportunity questions arise.
2. Respondent agrees to refrain from interfering with any person in the exercise or enjoyment of the right to purchase, sell, rent, or occupy a dwelling in any manner that might result in, or be interpreted as an act of discrimination on the basis of race, color, creed, sex, age, religion, national origin, gender identity, marital status, physical or mental disability, familial status, sexual orientation, and/or association of a protected class in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
3. Respondent agrees to accept and process the applications of all persons for occupancy of any dwelling which the Respondent owns or manages, in a reasonable and prompt manner, without regard to race, color, creed, sex, gender identity, marital status, age, religion, national origin, physical or mental disability, familial status, sexual orientation, and/or association with a protected class in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
4. Respondent agrees to conduct all interactions with occupants of any dwelling which Respondent owns or manages in a reasonable and prompt manner, without regard to race, color, creed, sex, age, religion, gender identity, marital status, national origin, physical or mental disability, familial status, sexual orientation and/or association with a protected class in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
5. Respondent agrees that there shall be no discrimination, harassment or retaliation of any kind against Complainant, those related to or associated with the Complainant, or any other person, for filing a charge under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa; or because of giving testimony and/or assistance, or participating in any manner in any investigation, proceeding or hearing under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa; or because of lawful opposition to any practice forbidden under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.

SECTION IV - COMPLIANCE PROVISIONS

1. This Agreement constitutes the complete understanding between Complainant, Respondent and the Cedar Rapids Civil Rights Commission who are parties to this Agreement. This action does not reflect any judgment by the Cedar Rapids Civil Rights Commission as to the merits of the charge or the terms of the settlement.
2. The Cedar Rapids Civil Rights Commission does not waive its right to investigate any other charge, including a charge filed by a member of the Commission to institute a direct investigation of a complaint against Respondent.
3. Respondent and Complainant understand that this agreement may not be made public unless the Complainant and Respondent otherwise agree, and the authorized representative of the Cedar Rapids Civil Rights Commission determines that disclosure is required to further the purposes of the FHAP agency. The parties further agree, not to disclose to any person, including public news media, owners, developers, tenants, neighbors, etc., or to any other

employee or employer or housing agency, the filing of this complaint or the terms of this Agreement unless it is deemed to be in the public interest.

4. The parties hereto agree that this Agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which either of the parties alleges a breach of this Agreement.
5. The terms of this agreement are effective upon execution by signature of all involved parties and will remain in effect until Respondent Steve DeMeulenaere pays the debt in full. Additionally, Respondent agrees to continued compliance of applicable Fair Housing Laws.
6. Respondent acknowledges that they have been notified of requirements in the Federal Fair Housing Act Title VIII:
 - a. Section 804(b) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin.
 - b. The Fair Housing Act Title VIII as amended can be found at www.HUD.gov
7. Respondent agrees that the Commission may review compliance with this Agreement. As part of such review the Commission may require written documents concerning compliance, interview witnesses, and examine and copy documents for demonstration of compliance with the case specific terms of this agreement.
8. Respondent and Complainant agree to close this case as being satisfactorily adjusted and to take no further action relating to the investigation of this matter, subject to the performance by Respondent of the promises and representations contained herein.

SECTION V - SIGNATURES

DATE: 3/25/14 Brianna Melton
Brianna Melton (Complainant)

DATE: 3/25/2014 Steve DeMeulenaere
Steve DeMeulenaere (Respondent)
SED, LLC

DATE: 3/25/2014 Darin H. Luneckas
Darin H. Luneckas (Respondent Representative)
Luneckas & Newhouse, P.C.

DATE: 3/25/2014 Janet A.H. Abejo
Janet A.H. Abejo, M.A. Investigator & Mediator
Cedar Rapids Civil Rights Commission