

CEDAR RAPIDS CIVIL RIGHTS COMMISSION

SETTLEMENT AND GENERAL RELEASE AGREEMENT

CRCRC Case: #3426
HUD Case: #07-14-0359-8

BETWEEN

KELSEY CUMMINGS
841 15TH STREET SE
CEDAR RAPIDS, IOWA 52403

AND

SHAMROCK CAPITAL INVESTMENTS LLC
5150 16TH AVENUE SW
CEDAR RAPIDS, IOWA 52404

AND

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

COMPLAINANT'S ALLEGATIONS

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

Issue: Terms and Conditions

Basis: Mental Disability

Allegation: Refusal to set up payment plan

The Complainant, Kelsey Cummings, was a tenant residing in an apartment building located in Cedar Rapids, Iowa, and owned by Shamrock Capital Investments, LLC. The Complainant stated that the manager, Respondent John Thompson, is discriminating against her by refusing to set up a payment plan with her to eliminate her debt to the Respondent. She alleged that on or about February 14, 2014, she learned that she had an outstanding debt of \$3,062.57 owed to Shamrock Apartments and on or about February 21, 2014, she spoke with Mickey in the Shamrock Apartment office to find out about the charges and enter into an agreement to pay off the debt. She alleges that she paid \$50 on that date and that Mickey told her she would send a receipt and a payment plan to her. She states that she did not receive the promised paperwork and went to the Respondent's office in person and spoke to Respondent John Thompson on or about February 28, 2014. The Complainant alleges that the respondent informed her that she needed to pay \$1800.00 to be eligible for a payment plan. The Complainant states that Respondent knows of her disability and felt that he was taking advantage of her because of her disability.

Section: 804(b)

Issue: Terms and Conditions

Basis: Gender

Allegation: Refusal to set up payment plan

The Complainant, Kelsey Cummings, was a tenant residing in an apartment building located in Cedar Rapids, Iowa, and owned by Shamrock Capital Investments, LLC. The Complainant stated that the manager, Respondent John Thompson, is discriminating against her by refusing to set up a payment plan with her to eliminate her debt to the Respondent. She alleged that on or about February 14, 2014, she learned that she had an outstanding debt of \$3,062.57 owed to Shamrock Apartments and on or about February 21, 2014, she spoke with Mickey in the Shamrock Apartment office to find out about the charges and enter into an agreement to pay off the debt. She alleges that she paid \$50 on that date and that Mickey told her she would send a receipt and a payment plan to her. She states that she did not receive the promised paperwork and went to the Respondent's office in person and spoke to Respondent John Thompson on or about February 28, 2014. The Complainant alleges that the Respondent informed her that she needed to pay \$1800.00 to be eligible for a payment plan. The Complainant believes that he was taking advantage of her because of her gender.

Subject Properties: 410 Jacolyn Dr. SW, #1, Cedar Rapids, Iowa

The Complainant alleges the above statements of housing discrimination are based on Gender 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.

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 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 hereby waives, releases, and covenants not to sue Respondent 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 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.
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. 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 mediation involving Kelsey Cummings (Complainant) and Shamrock Capital Investments LLC, represented by Barry Smith (Respondent). The terms of this Agreement are in effect as agreed upon and this agreement will be executed upon the date of signature of all parties and will remain in effect thereafter.
3. Shamrock Capital Investments LLC agrees that the Account has been fully satisfied and settled; Kelsey Cummings is not responsible for payment of \$1,891.63 to the Respondent. The parties also agree that \$1,891.63 constitutes the full amount and there is no additional debt owed by Kelsey Cummings.

4. Shamrock Capital Investments LLC agrees that it will never transfer, assign, sell, hypothecate, renumber, or convey Kelsey Cummings' Account.
5. Shamrock Capital Investments LLC agrees that its agents and employees will never contact Debtor, Debtor's household or family members, housing provider, or place of employment regarding the Account.
6. Shamrock Capital Investments LLC, represented by Barry Smith shall provide a settlement letter referencing that Kelsey Cummings' account is satisfied in full. This letter shall be addressed to Kelsey Cummings and mailed to The Cedar Rapids Civil Rights Commission at 425 Second Street SE, Suite 960, Cedar Rapids, Iowa 52401 by October 31, 2014.
7. Kelsey Cummings 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.
8. The terms of this agreement will not establish any precedent, nor will the agreement be used as a basis Kelsey Cummings (Complainant) and Shamrock Capital Investments LLC, represented by Barry Smith (Respondent), and/or any representative organization to seek or justify similar terms in any civil action or subsequent case.
9. Kelsey Cummings (Complainant) and Shamrock Capital Investments LLC, represented by Barry Smith (Respondent) 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 the staff members of Shamrock Capital Investments LLC will receive informational materials on the Fair Housing Act within 90 days of the execution of the Settlement Agreement. The Cedar Rapids Civil Rights Commission will provide the materials to Shamrock Capital Investments LLC. The Respondent is also encouraged to call the Cedar Rapids Civil Rights Commission, 319-286-5036, whenever 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 or sexual orientation 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 or sexual orientation 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 or sexual orientation 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, 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 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 not 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. 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, gender, religion, sex, familial status, or national origin.
 - b. Section 804(f)(2)(A): To discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a handicap of-
(A) that buyer or renter,

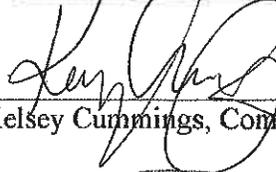
- (B) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or
- (C) any person associated with that buyer or renter.

c. 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.
- 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: 9/19/2014



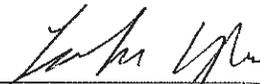
Kelsey Cummings, Complainant

DATE: 9/18/2014



Barry Smith, Shamrock Capital Investments LLC Representative

DATE: 9/23/2014



LaSheila Yates, Executive Director
Cedar Rapids Civil Rights Commission