

CEDAR RAPIDS CIVIL RIGHTS COMMISSION

SETTLEMENT AND GENERAL RELEASE AGREEMENT

CRCRC CASE: #453445
HUD CASE: # 07-14-0521-8

BETWEEN

VERONICA NDUNGU
5235 JOHNSON AVE. SW, #1
CEDAR RAPIDS, IA 52404

AND

KELLEY PROPERTY MANAGEMENT
2750 FIRST AVE. NE, SUITE 230
CEDAR RAPIDS, IA 52402

AND

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

COMPLAINANT'S ALLEGATIONS

Section: 804(b)

Issue: Terms and Conditions

Basis: Race (African American), National Origin (Kenya)

Allegation: Excessive Fees

The Complainant, Veronica Ndungu, African American from Kenya, was a tenant residing in an apartment building located in Cedar Rapids, Iowa which is owned by RNEW, LLC and managed by Kelley Property Management. The Complainant stated that the manager, Respondent Ronald Kelley, is discriminating against her by refusing to refund any portion of her security deposit. She states that she was charged for carpet installation and painting, although the carpet was stained prior to her move-in date and the walls were clean and without holes. The Complainant believes she was overcharged because of her race and national origin.

Subject Property: 25 Aossey Lane SW, #2, Cedar Rapids, Iowa

The Complainant alleges the above statements of housing discrimination are based on Race and National Origin 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 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.
4. Complainant hereby waives, releases, and covenants not to sue Respondent with respect to any matters which were or may 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 Veronica Ndungu (Complainant) and Kelley Property Management (Respondent) conducted on October 24, 2014. 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. The Parties have agreed that Kelley Property Management will remunerate Veronica Ndungu in the amount of three-hundred U.S. dollars (\$300.00) as the remainder of her previously paid security deposit resulting from a reversed charge for painting and a depreciated charge of carpet purchase and installation.
4. The check in the amount of three-hundred U.S. dollars (\$300.00) shall be payable to Veronica Ndungu.
5. Kelley Property Management will sign Agreement and return it to the office of the Cedar Rapids Civil Rights Commission. Veronica Ndungu will execute her signature on said mediation agreement along with her signature on a General Release Agreement.
6. Veronica Ndungu agrees to waive and release all subject complaints with the Cedar Rapids Civil Rights Commission and The United States Department of Housing and Urban Development upon execution of this agreement.
7. The terms of this agreement will not establish any precedent, nor will the agreement be used as a basis that Veronica Ndungu (Complainant) and Kelley Property Management (Respondent) and/or any representative organization to seek or justify similar terms in any civil action or subsequent case.
8. Veronica Ndungu (Complainant) and Kelley Property Management (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 Kelley Property Management will receive Fair Housing Training within 90 days of the execution of the Settlement Agreement. The Cedar Rapids Civil Rights Commission will provide this training to Kelley Property Management at no cost. 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 shall 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. 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

Veronica Ndungu
Veronica Ndungu, Complainant

10/30/14
Date

Kelley Property Management Representative

Date

LaSheila Yates
LaSheila Yates
Executive Director, Cedar Rapids Civil Rights Commission

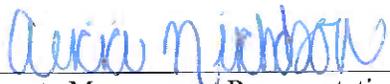
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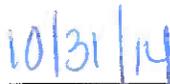
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Veronica Ndungu, Complainant

Date

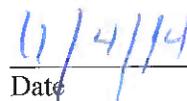




Kelley Property Management Representative

Date





LaSheila Yates
Executive Director, Cedar Rapids Civil Rights Commission

Date