

CEDAR RAPIDS CIVIL RIGHTS COMMISSION

SETTLEMENT AGREEMENT

CRCRC Case No. CRH-005832-2016
HUD Case No. 07-16-4136-8

BETWEEN

ALICE AND ROBERT GREEN

AND

THE ESTATE OF MARY ELLEN JOHNSON, c/o KATHY WALLACE, ESTATE
CARETAKER,
SKOGMAN REALTY AND DIONA CARPENTER

AND

CEDAR RAPIDS CIVIL RIGHTS COMMISSION

PARTIES AND SUBJECT PROPERTY

Complainants, Alice and Robert Green, bring this action of alleged discriminatory treatment in housing based upon Alice Green's protected status as a person with a mental disability, against The Estate of Mary Ellen Johnson, c/o Kathy Wallace, Estate Caretaker, and Diona Carpenter and Skogman Realty, 411 1st Avenue SE, Cedar Rapids, Iowa, as Kathy Wallace's realtor and real estate agency. The address of the subject property, a four-unit multifamily dwelling, is 4415 Maureen Court, Apt. 148, Cedar Rapids, Linn County, Iowa.

STATEMENT OF FACTS

1. A complaint was filed on February 1, 2016, with the Cedar Rapids Civil Rights Commission ("the Commission") alleging that the Complainants, Alice and Robert Green ("the Greens"), were injured by a discriminatory act of Respondent, The Estate of Mary Ellen Johnson, c/o Kathy Wallace, Estate Caretaker ("Wallace"). The complaint was amended on February 29, 2016 to add Respondents Diona Carpenter ("Carpenter") and Skogman Realty, 411 1st Avenue S.E., Cedar Rapids, Iowa ("Skogman"). Complainants allege that the Respondents violated Sections 804(f)(1)(A) and 804(e) of title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 ("the Act"), and Cedar Rapids Code Sections 69.19(b)(1) and (b)(3) ("the Code") by rejecting their offer for purchase of the home due to the Greens' companion animals.

EFFECTIVE DATE

- 2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law, nor a Conciliation Agreement, unless and until such time as it is signed by all parties and approved by the Executive Director of the Cedar Rapids Civil Rights Commission ("Executive Director"), or his or her designee.
- 3. This Agreement shall become effective on the date that it is signed by the Executive Director, or his or her designee.

STANDARD PROVISIONS

- 4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. It is understood that the signing of this Agreement does not constitute an admission by Respondents of any violation of the Code or the Act, nor any judgment by the Commission as to the merits of the charge or the terms of the settlement. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to enter into this Agreement.
- 5. Complainants withdraw their complaint filed with the Commission as to all named parties. Complainant understands that this Agreement also applies to the Department of Housing and Urban Development ("HUD"). Complainants affirm that the withdrawal is of their own free will. Complainants understand that no further investigation into the matters that are the subject of this agreement will take place.
- 6. Respondents agree 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 the Act or the Code.
- 7. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainants, or any other person, for filing a charge under the Code and the Act; or because of giving testimony and/or assistance, or participating in any manner in any investigation, proceeding or hearing under the Code or the Act; or because of lawful opposition to any practice forbidden under the Code or the Act. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Code and the Act.
- 8. After it has been signed by the Executive Director, or his or her designee, this Agreement is binding upon Respondent(s), their employees, heirs, successors and assigns and all others in active concert with him or her in the ownership or operation of the subject property.
- 9. Respondents and Complainants understand this Agreement shall be made public, unless the Secretary of HUD determines that disclosure is not required to further the purpose of the law. This does not bar Complainant from seeking counsel from an attorney or an income tax professional for tax purposes.

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10. This Agreement does not in any way limit or restrict the Commission's authority to investigate any other complaint involving Respondent(s) made pursuant to the Act, Code, or any other complaint within the Commission's jurisdiction.
11. Complainants and Respondents agree that this Agreement constitutes the entire Agreement and there are no other terms to the Agreement except those specified herein. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the Executive Director, or his or her designee.
12. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, with the original executed signature pages to be attached to the body of the Agreement to constitute one document.
13. Complainants hereby forever waive, release, and covenant not to sue the Commission, HUD, or Respondent(s), their heirs, executors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of this complaint, or which could have been filed in any action or suit arising from said subject matter, subject to the performance by Respondents of the promises and representations contained herein.
14. Respondents hereby forever waive, release, and covenant not to sue the Commission, HUD, or Complainants and its successors, assigns, agents, officers, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter this complaint or which could have been filed in any action or suit arising from said subject matter.

RELIEF FOR COMPLAINANTS

15. The parties understand the terms of this Agreement and enter into it voluntarily.
16. Respondents agree to take the following actions as set forth in this Agreement, and will provide the Commission with written certification that these requirements have been met: Respondents will participate in fair housing training, provided for free by the Civil Rights Commission, to learn about rights and regulations concerning support animals.
17. Respondents, Complainants and all associated parties agree that neither they nor their representatives will disparage the other party. Disparage as used herein shall mean any communication of false information or the communication of information with reckless disregard to its truth or falsity. Respondent also agrees that it shall not make any statements, either internally or externally, that reflect adversely on Complainants.
18. The terms of this Agreement will not establish any precedent, nor will the Agreement be used as a basis by Complainant, Respondent and/or any representative party or organization to seek or justify similar terms in any civil action or subsequent case.

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RELIEF FOR PUBLIC INTEREST

19. Respondents agree 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 the Act or the Code.
20. Respondents agree that Wallace, Carpenter, and all realtors and brokers associated with the Skogman Realty office at 411 1st Avenue S.E., will receive civil rights training focusing on fair housing, provided at no cost by the Cedar Rapids Civil Rights Commission, within (90) days of the effective date of this Agreement. Respondents are encouraged to call the Cedar Rapids Civil Rights Commission, 319-286-5036, whenever Equal Opportunity Housing questions arise. Respondent Wallace, who lives out of town, and Skogman realtors and brokers unavailable to attend the in-person training, shall be allowed to receive the civil rights training remotely. The Commission shall ensure that remote training is available within the 90-day period described above or Respondent Wallace shall receive an extension to complete her training until such time as remote training is available.

COMPLIANCE PROVISIONS

21. This Agreement constitutes the complete understanding between Complainants, Respondents and the Cedar Rapids Civil Rights Commission, who are all 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.
22. 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.
23. Respondents agree 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.
24. All parties 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.
25. Respondents shall, within 120 days of the effective date of this Agreement, submit to the Cedar Rapids Civil Rights Commission a written report and/or documents substantiating that the Respondents have performed the remedial actions required under the "RELIEF FOR COMPLAINANTS" and "RELIEF IN THE PUBLIC INTEREST" sections of this Agreement. Said report and/or documents will be directed to the Cedar Rapids Civil Rights Commission, Executive Director, 50 2nd Avenue Bridge, 7th Floor, Cedar Rapids, Iowa 52401.

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26. It is understood by all parties that "Respondents" throughout this Agreement refer to all or either Wallace, Carpenter and/or Skogman and the Respondents' Representatives, Attorney Holly Corkery for Wallace, and Attorney James Affeldt for Carpenter and Skogman, sign this Agreement representing the Respondents and Wallace also signs this Agreement herself. Accordingly, it is understood that "Complainants" throughout this Agreement refer to Robert and Alice Green and they sign this Agreement representing themselves.

SIGNATURES

DATE: 3/31/16

Alice E. Green
Alice Green (Complainant)

DATE: 03/31/16

Robert K. Green
Robert Green (Complainant)

DATE: 03/31/14

Kathleen Wallace 3/31/14
Respondent Estate of Mary Ellen Johnson c/o Kathy Wallace

DATE: 4-8-16

Holly Corkery
Holly Corkery (Respondent Wallace's Representative)

DATE: 4-14-16

James Affeldt
James Affeldt (Respondents Carpenter and Skogman Representative)

DATE: 4/19/16

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