

CEDAR RAPIDS CIVIL RIGHTS COMMISSION

SETTLEMENT AGREEMENT

CRCRC Case No. CRH-005340-2015

HUD Case No. 07-16-4001-8

BETWEEN

ANGELA WALKER

AND

BRIAN BECKER and FRANCIS BECKER

AND

CEDAR RAPIDS CIVIL RIGHTS COMMISSION

PARTIES AND SUBJECT PROPERTY

Complainant, Angela Walker, brings this action of alleged discriminatory treatment in housing based upon Angela Walker's protected status as a woman and a person with a mental disability, against Brian and Francis Becker. The address of the subject property, a single family house, is 1208 L Street SW, Cedar Rapids, Linn County, Iowa.

STATEMENT OF FACTS

1. A complaint was filed on November 17, 2015, with the Cedar Rapids Civil Rights Commission ("the Commission") alleging that the Complainant, Angela Walker ("Walker"), was injured by discriminatory acts of Respondents ("Respondents") ("Brian Becker") and "(Francis Becker)". Walker alleges that Respondents violated Sections 804(f)(1)(A) and (f)(3)(B) and 818 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(g) and 69.19(b)(6)(iii)(b)(2) ("the Code") by denying her a reasonable accommodation due to a mental illness by serving her with notices to cure or quit for having her therapy dog with her full time, and by Brian Becker subjecting her to sexual harassment.

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.

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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. Complainant withdraws her 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"). Complainant affirms that the withdrawal is of her own free will. Complainant understands 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 Complainant, 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 Respondents, 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 Complainant 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.
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. Complainant and Respondents agree that this Agreement constitutes the entire Agreement and there are no other terms to the Agreement except those specified herein. No
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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. Complainant 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 Complainant 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.
15. The parties understand the terms of this Agreement and enter into it voluntarily.
16. Respondents, Complainant 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 Complainant.
17. 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.

RELIEF FOR COMPLAINANT

18. Francis Becker agrees to pay to Angela Walker the sum of \$600.00, payable by check made out to Angela Walker, and submitted to the Cedar Rapids Civil Rights Commission Office at the same time that the signed Settlement Agreement is submitted. Complainant acknowledges and agrees that she has not received any tax planning advice from Respondents. Complainant further agrees that in the event any taxing authority determines that this payment, or any part of it, is subject to tax, Complainant shall be liable for any and all tax obligations with respect to this payment. Complainant further agrees to indemnify and hold Respondents harmless from and for any and all penalties or taxes assessed or imposed by any federal, state, and/or local taxing authority against

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Respondents for or on account of penalties and/or taxes allegedly due and owing with respect to this payment.

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. Francis and Brian Becker agree that they will receive civil rights training focusing on fair housing, provided at no cost by the Cedar Rapids Civil Rights Commission, within sixty (60) 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.

COMPLIANCE PROVISIONS

21. This Agreement constitutes the complete understanding between Complainant, 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 parties hereto understand 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.
23. 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.
24. 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.
25. 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.
26. Respondents shall, within ninety (90) 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 COMPLAINANT" 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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27 It is understood by all parties that "Respondents" throughout this Agreement refer to both or either Francis and Brian Becker. Francis and Brian Becker each sign this Agreement on behalf of themselves. Accordingly, it is understood that "Complainant" throughout this Agreement refers to Angela Walker and she signs this Agreement representing herself.

CONSEQUENCES OF BREACH

28 Whenever the Commission has reasonable cause to believe that the Respondents have breached this Agreement, action may be taken in District Court to enforce this Agreement.

SIGNATURES

DATE: 8/8/16

Angela Walker
Angela Walker (Complainant)

DATE: _____

Francis Becker, Owner (Respondent)

DATE: _____

Brian Becker, Property Manager (Respondent)

DATE: _____

LaSheila Yates, Executive Director
Cedar Rapids Civil Rights Commission

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SIGNATURES

DATE: Aug 14 2016 _____
Angela Walker (Complainant)

DATE: Aug 14 2016 Francis Becker _____
Francis Becker, Owner (Respondent)

DATE: Aug 14 2016 B. B. _____
Brian Becker, Property Manager (Respondent)

DATE: 8/16/16 LaSheila Yates _____
LaSheila Yates, Executive Director
Cedar Rapids Civil Rights Commission

CP Walker's Initials _____ RP Francis Becker's Initials FB RP Brian Becker's Initials _____