

CEDAR RAPIDS CIVIL RIGHTS COMMISSION

SETTLEMENT AGREEMENT

CRCRC Case No. CRH-007082-2016

HUD Case No. 07-16-4456-8

BETWEEN

QUINCY TOBIN

AND

FRED DENNIS

AND

CEDAR RAPIDS CIVIL RIGHTS COMMISSION

PARTIES AND SUBJECT PROPERTY

Complainant, Quincy Tobin, brings this action of alleged discriminatory treatment in housing based upon Quincy Tobin's protected status as a person with a disability, against Fred Dennis. The address of the subject property, a multi-family conversion home, is 508 3rd Avenue SW, Apt 4, Cedar Rapids, Linn County, Iowa.

STATEMENT OF FACTS

1. A complaint was filed on August 2, 2016, with the Cedar Rapids Civil Rights Commission ("the Commission") alleging that the Complainant, Quincy Tobin ("Tobin"), was injured by discriminatory acts of Respondent Fred Dennis ("Respondent") ("Dennis"). Tobin alleges that Respondent violated Sections Sec. 804(f)(2)(A) and 804 (f)(3)(B) of the Civil Rights Act of 1968, as amended by the Fair Housing Act of 1988, and Sections 69.19(b)(6)(i)(a) and 69.19 (b)(6)(iii)(b)(1) of the Cedar Rapids Civil Rights Code by denying him a reasonable accommodation due to a physical disability.

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.

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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 his 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 his own free will. Complainant understands that no further investigation into the matters that are the subject of this agreement will take place.
6. Respondent agrees 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. Respondent agrees 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. Respondent further acknowledges 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, his employees, heirs, successors and assigns and all others in active concert with him in the ownership or operation of the subject property.
9. Respondent 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 made pursuant to the Act, Code, or any other complaint within the Commission's jurisdiction.
11. Complainant and Respondent 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

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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, 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 Respondent of the promises and representations contained herein.
14. Respondent hereby forever waives, releases, and covenants 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. Respondent, 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 he 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. Fred Dennis agrees to pay to Quincy Tobin the sum of \$200.00, payable by check made out to Quincy Tobin, 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 he has not received any tax planning advice from Respondent or anyone on behalf of the Commission. 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 Respondent harmless from and for any and all penalties or taxes assessed or imposed by any federal, state, and/or local taxing authority against Respondent for or on account of penalties and/or taxes allegedly due and owing with respect to this payment.

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RELIEF FOR PUBLIC INTEREST

19. 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 the Act or the Code.
20. Fred Dennis agrees that he 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. 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.
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. Respondent 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 Respondent has 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.
27. It is understood by all parties that "Respondent" throughout this Agreement refers to Fred Dennis and Fred Dennis signs this Agreement on behalf of himself. Accordingly, it is
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understood that "Complainant" throughout this Agreement refers to Quincy Tobin and he signs this Agreement representing himself.

CONSEQUENCES OF BREACH

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

SIGNATURES

DATE: 8-18-16


Quincy Tobin (Complainant)

DATE: 8 18 16


Fred Dennis, Owner (Respondent)

DATE: 8/18/16


LaSheila Yates, Executive Director
Cedar Rapids Civil Rights Commission

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