

1 BEFORE THE STATE OF INDIANA

2 CIVIL RIGHTS COMMISSION

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5

PUBLIC MEETING OF MARCH 27, 2015

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PROCEEDINGS

10 in the above-captioned matter, before the Indiana

11 Civil Rights Commission, David C. Carter,

12 Chairman, taken before me, Lindy L. Meyer, Jr., a

13 Notary Public in and for the State of Indiana,

14 County of Shelby, at the Indiana Government

15 Center South, Conference Center, Rooms 1 & 2,

16 402 West Washington Street, Indianapolis,

17 Indiana, on Friday, March 27, 2015 at 1:08

18 o'clock p.m.

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20

21 William F. Daniels, RPR/CP CM d/b/a
22 ACCURATE REPORTING OF INDIANA

12922 Brighton Avenue

Carmel, Indiana 46032

23 (317) 848-0088

1 APPEARANCES:

2 COMMISSION MEMBERS:

- 3 David C. Carter, Chairman
- John E. Garcia
- 4 Steven A. Ramos
- Michelle Gough McKeown
- 5 Ahmed Young

6 INDIANA CIVIL RIGHTS COMMISSION

- 7 By Jamal Smith, Director/Secretary
- & Akia Haynes, Deputy Director
- 8 Indiana Government Center North
- 100 North Senate Avenue, Room N103
- 9 Indianapolis, Indiana 46204
- On behalf of the Commission.

10

11 OTHER COMMISSION STAFF PRESENT:

- 12 Pamela Cook
- Debbie Rincones-Chavez

13

14 SPEAKERS PRESENT:

- 15 Rong Fan

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1 1:08 o'clock a.m.
2 March 27, 2015

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4 CHAIRMAN CARTER: The public meeting

5 of the Indiana Civil Rights Commission for March

6 is called to order. In Comm. Blackburn's

7 absence, I will be presiding as the Vice-Chair.

8 We'll begin by announcing that we have a

9 speaker who will address us, Mr. Fan, under H.,

10 in Public Comments of the agenda, and that I have

11 heard rumors, and I have not gotten the official

12 letter from the Governor yet, but I have heard

13 rumors that this is my last time after 24 years.

14 So, I -- rather than be fired, I would like to

15 announce that I am quitting. Leaving it at that,

16 I will try to play nice for the rest of the hour.

17 We do have a quorum, and may I have a

18 motion to accept the minutes?

19 COMM. GARCIA: I have a question on

20 the minutes. Page four, it says, "Of the 100

21 that we were contracted to complete, we are at

22 105 with four months remaining." I think that's

23 what you said, but maybe you said, "hundreds." I

24 don't recall. Line 18 and 19. Is that right?

1 COMM. RAMOS: Which page,
2 Commissioner?

3 COMM. GARCIA: Four.

4 CHAIRMAN CARTER: Four.

5 MR. SMITH: That is correct.

6 COMM. GARCIA: Okay.

7 MR. SMITH: So, just to clarify, so
8 our work share agreement with HUD stipulates that
9 we must complete 100 cases. We've exceeded that.
10 Last month we had already exceeded that to the
11 tune of 105 --

12 COMM. GARCIA: Okay.

13 MR. SMITH: -- with a few months
14 remaining on the contract. So, the ultimate
15 point there was we are doing well and trending in
16 the right direction.

17 COMM. GARCIA: Okay.

18 Mr. Chairman, with that, I move that we
19 approve the minutes.

20 CHAIRMAN CARTER: Okay.

21 COMM. RAMOS: Second.

22 COMM. YOUNG: Second.

23 CHAIRMAN CARTER: All in favor?

1 COMM. YOUNG: Aye.

2 COMM. MCKEOWN: Aye.

3 COMM. RAMOS: Aye.

4 COMM. GARCIA: Aye.

5 CHAIRMAN CARTER: Aye.

6 Any opposed?

7 (No response.)

8 CHAIRMAN CARTER: Thank you.

9 That brings us to the Executive Director's
10 Report.

11 MR. SMITH: Good afternoon.

12 CHAIRMAN CARTER: Good afternoon.

13 COMM. GARCIA: Good afternoon.

14 COMM. RAMOS: Good afternoon.

15 MR. SMITH: I'll keep this rather
16 simple, short and sweet. I assume that everyone
17 got a copy of the Financial Report in their
18 packets, so at this time I'll entertain any
19 questions about the Financial Report.

20 (No response.)

21 MR. SMITH: Hearing none, I'll just
22 make a point that we are three months away from
23 the close of the fiscal year, and everything is

1 slated to be on par. In fact, we are more than
2 in the black. We will be asked to do a reversion
3 this year, which we should be able to complete.
4 However, moving into fiscal year 2016, the agency
5 has kind of hit its cap in terms of moneys to
6 revert, so that's a negotiation between us,
7 obviously, and the Governor's Office, and I'll
8 keep you guys up to -- or posted as to how that
9 plays out. But we're looking good.

10 Any other -- any questions?

11 (No response.)

12 MR. SMITH: You all have like a very
13 reticent look on your face.

14 COMM. MCKEOWN: No.

15 MR. SMITH: Like a flashback of
16 sorts.

17 Agency business, the -- from an external
18 affairs and outreach standpoint, I think before
19 we mentioned this. It's important to note that
20 our Deputy of External Affairs has moved on to
21 greener pastures, Mr. Meadows, so the agency in
22 the process of looking to fill that spot, a very
23 important piece.

1 As you guys recall, one of the first
2 things that we did when I came over was establish
3 that whole Outreach Unit. It was extremely
4 important to make sure that we ventured outside
5 of Indianapolis and to make sure that we touch
6 base with the folks in various pockets of the
7 state, of different nationalities, cultures,
8 religions, et cetera.

9 And we've done a pretty amazing job in
10 doing so, so we want to make sure that we get
11 that filled as soon as possible, but I think it's
12 important that the Commission knows when that
13 movement happens specifically in that area,
14 because it does impact the agency as a whole.

15 That said, things are moving well. We are
16 preparing for Fair Housing Month, which is --
17 begins in April. We are hosting two Fair Housing
18 events, one here in Indianapolis, the other being
19 in French Lick, Indiana, both of which we hold
20 free to the public.

21 The only thing that costs is, assuming
22 that folks are coming for the CLE credits, we are
23 offering CLE's as well as furthering, you know,

1 continuing credits for real estate, things of
2 that nature. So, there is a cost to that of \$50,
3 but outside of that, folks are encouraged and
4 open to attend free of charge. And so, we're
5 excited about that.

6 It's also Minority Health Month, and
7 April, which marks the anniversary -- or not the
8 anniversary, but the Minority Health Barber Shop
9 initiative that's put on by the Social Status of
10 Black Males, and that's a fairly large event. It
11 takes place statewide. There are quite a few
12 barber shops that have agreed and signed on to be
13 a part of it, so we're excited about that. That
14 will be one of the larger events that the agency
15 is hosting in April.

16 Outside of that, you guys should have a
17 list of events that lead all of the way through
18 to December, actually. So, we're excited about
19 the activity of the agency.

20 Any questions?

21 COMM. YOUNG: Has the job posting for
22 the vacated position been created and put out
23 publicly yet?

1 MR. SMITH: It has not. It just --

2 it was just approved.

3 COMM. YOUNG: Okay.

4 MR. SMITH: So, of course, the
5 government, and you have all of the red tape, and
6 we just cut through our last piece of ribbon, and
7 eventually we'll post that piece.

8 COMM. YOUNG: Thank you.

9 MR. SMITH: Yes, sir.

10 COMM. RAMOS: I don't see the Indiana
11 Latino Expo on your list of events.

12 MR. SMITH: We have not been
13 contacted for anything with the Latino Expo.
14 That's in June, though; correct?

15 COMM. RAMOS: June 20th.

16 MR. SMITH: It's in June. We would
17 love to be a part of that, and perhaps we can
18 talk a little bit more off-line about some the
19 agencies. I know it's grown. I'm sure there's
20 some ways -- some things that we can do to
21 partner with them. That would be a good
22 conversation to have.

23 COMM. RAMOS: Definitely.

1 MR. SMITH: Definitely.

2 Any other questions?

3 (No response.)

4 MR. SMITH: Hearing none, that
5 concludes the ED's Report. Thank you guys for
6 your time.

7 CHAIRMAN CARTER: Thank you.

8 Old Business. We have no oral arguments,
9 so we move to Report by Commissioners on
10 Complainant Appeals.

11 Comm. Young, do you have a report on
12 yours?

13 COMM. YOUNG: I do.

14 MS. HAYNES: First I would like to
15 interject. Pursuant to our policy of reading the
16 notice of finding first, so everyone will be
17 advised of what's going on, I would like to do
18 that at this time.

19 So, in the matter of Jamal Smith versus
20 Roy Hanover, it's a bit of a complicated matter,
21 as you've seen, in that half of the case actually
22 went cause, so we'll be showing you the portion
23 that was found to be no reasonable cause.

1 So, on October 1st, 2014, the Complainant,

2 Ms. Rodriguez, filed a complaint with the
3 Commission against Roy Hanover, alleging unlawful
4 discriminatory housing practices on the basis of
5 disability, in violation of the Indiana Fair
6 Housing Act, the Indiana Civil Rights Law, and
7 the Federal Fair Housing Act.

8 So, the question before the Commission at
9 this time is whether Respondent denied
10 Complainant the opportunity to rent because of
11 her son's disability. Now, in order to prevail,
12 the Complainant must show that she was a member
13 of a protected class; that she was qualified to
14 rent in accordance with Respondent's reasonable
15 terms and conditions; that Complainant was indeed
16 denied the opportunity to rent; and that
17 applicants without disabled children were treated
18 more favorably under similar circumstances.

19 Now, while it was clear that the
20 Complainant was a member of a protected class
21 because she resided with a child under the age
22 of 18 with a disability, there was insufficient
23 evidence to show that she was qualified to rent

1 from Respondent, which a requirement in order to

2 meet that issue.

3 So, in this matter, while it is clear that
4 the Complainant was searching for a residence and
5 that she had sought to rent the property,
6 insufficient evidence was provided to show that
7 she was indeed qualified to rent the residence at
8 issue, and for that reason it was found that
9 there was no reasonable cause to believe that
10 Complainant was denied the opportunity to rent.

11 Again, it's important to note that on the
12 second issue, whether discriminatory statements
13 were made, cause was found, but that's not the
14 issue before the Commission at this time.

15 COMM. YOUNG: And as it relates to
16 the particular issue that's before the Commission
17 at this time, I recommend remanding for further
18 investigation.

19 CHAIRMAN CARTER: Okay.

20 May I have a motion to accept that?

21 COMM. RAMOS: So moved.

22 CHAIRMAN CARTER: Second?

23 COMM. GARCIA: Second.

1 COMM. MCKEOWN: Second.

2 CHAIRMAN CARTER: Thank you. All in

3 favor?

4 COMM. YOUNG: Aye.

5 COMM. MCKEOWN: Aye.

6 COMM. RAMOS: Aye.

7 COMM. GARCIA: Aye.

8 CHAIRMAN CARTER: Aye.

9 Any opposed?

10 (No response.)

11 CHAIRMAN CARTER: Okay. Thank you.

12 Comm. Ramos -- or rather Vice-Chair --

13 Vice -- whatever it is, Vice-Director.

14 MS. HAYNES: So, in the matter of

15 Kathryn Knight versus Kokomo Housing Authority,

16 this case was also found to be no reasonable

17 cause. In this matter, the Complainant,

18 Ms. Knight, filed a complaint with the Commission

19 against the Kokomo Housing Authority, alleging

20 discrimination on the basis of disability and

21 race, in violation of the Indiana Fair Housing

22 Act, Indiana Civil Rights Law, and Title VII --

23 excuse me -- VIII of the Civil Rights Act.

14

1 For here, the question before the

2 Commission is whether Respondent evicted

3 Complainant because of her disability and her
4 grandchildren's race. Now, it is important to
5 note that the Complainant also alleged that she
6 was denied a reasonable accommodation, but during
7 the course of the investigation she admitted that
8 she never sought an accommodation, and as such,
9 could not be denied, and so on that basis, it was
10 also no reasonable cause.

11 Now, here, the Complainant must show that
12 she is a member of a protected class; she was
13 qualified, ready, willing and able to continue
14 her occupancy in a manner consistent with the
15 Respondent's terms and conditions; she was indeed
16 evicted by the Respondent; and Respondent treated
17 similarly situated tenants without impairments or
18 those who did not associate with individuals from
19 another race more favorably under similar
20 circumstances.

21 Now, in this matter, there was evidence
22 that Complainant had a disability and that she
23 associated with her biracial grandchildren,

1 individuals of another race. However, the
2 evidence was insufficient to show that she was
3 willing and able to continue her tenancy in a

4 manner consistent with Respondent's reasonable
5 terms and conditions.

6 So, in this matter, Complainant's lease,
7 which she read and signed and was aware of this
8 provision, indicated that she was not able to
9 have guests longer than 14 consecutive days or a
10 total of 30 cumulative calendar days during any
11 12-month period. And the lease further provided
12 that the guests may not stay overnight longer
13 than three days without permission from the
14 Housing Authority.

15 However, during the course of our
16 investigation, we discovered that Respondent was
17 receiving complaints that the Complainant's
18 grandchildren were staying for extended periods
19 of time in excess of Respondent's policy and
20 procedure. Despite that, Respondent advised
21 Complainant that such violations could result in
22 consequences up to and including termination.

23 However, later, the Complainant engaged in

1 belligerent argument -- argumentative
2 confrontation with members of Respondent's staff,
3 which is also considered a lease violation.

4 Again, Complainant later behaved in a
5 belligerent, argumentative manner toward
6 Respondent, and as a result of these infractions,
7 Respondent evicted the Complainant for violations
8 of the lease.

9 COMM. RAMOS: In the matter of the
10 case of Kathryn Knight versus the Kokomo Housing
11 Authority, I recommend that we uphold the Deputy
12 Director's recommendation of no reasonable cause.

13 CHAIRMAN CARTER: Okay.

14 May I have a motion to that effect, or
15 should we --

16 COMM. GARCIA: So moved.

17 CHAIRMAN CARTER: And a second?

18 COMM. YOUNG: Second.

19 CHAIRMAN CARTER: All in favor?

20 COMM. YOUNG: Aye.

21 COMM. MCKEOWN: Aye.

22 COMM. RAMOS: Aye.

23 COMM. GARCIA: Aye.

17

1 CHAIRMAN CARTER: Aye.

2 Any opposed?

3 (No response.)

4 CHAIRMAN CARTER: Okay. Thank you.

5 Do we have information from

6 Comm. Blackburn?

7 MS. RINCONES-CHAVEZ: No, we do not.

8 CHAIRMAN CARTER: Okay. That will be
9 continued.

10 Comm. Garcia?

11 MS. HAYNES: So, the matter of Olivia
12 Woods and McKinley, Inc., and et cetera, there
13 was found to be no reasonable cause in this
14 matter.

15 On September 25th, 2014, Ms. Woods filed a
16 complaint with the Commission against McKinley,
17 Inc. Property Management, and et cetera, alleging
18 discrimination on the basis of race, in violation
19 of the Indiana Fair Housing Act, the Indiana
20 Civil Rights Law, and Title VIII of the Civil
21 Rights Act.

22 In this matter, the issue before the
23 Commission is whether Respondent evicted

18

1 Complainant because of her race, and in order to
2 prevail, she must show that she is a member of a
3 protected class; she is qualified, ready, willing
4 and able to continue her tenancy with Respondent

5 in a manner consistent with his reasonable terms
6 and conditions; she was actually evicted; and
7 Respondent treated similarly situated tenants of
8 another race more favorably under similar
9 circumstances.

10 Now, in this matter there was evidence
11 that Complainant was a member of a protected
12 class by virtue of her race; however, evidence
13 did show that Complainant was unwilling to
14 continue her tenancy in a manner consistent with
15 Respondent's reasonable terms and conditions.

16 Specifically, she entered into a lease for
17 a two-bedroom unit, and the lease provided that
18 loud, obnoxious, disturbing or threatening
19 behavior was strictly prohibited, and Complainant
20 was aware of those prohibitions, as they were
21 contained in her lease when she signed the lease.

22 Now, during the course of her tenancy,
23 Complainant was found to be rude, abusive,

19

1 profane and threatening toward Respondent's staff
2 because of her room assignment. She was also
3 found to have been involved in altercations with
4 her roommate.

5 Now, as a result, Respondent brokered an

6 agreement with Complainant in an attempt to allow
7 her to maintain her lease, and she would swap
8 roommates with another individual. However,
9 Respondent then learned that that potential
10 roommate had a restraining order against her that
11 was based on another physical altercation.

12 So, in light of these facts, Respondent
13 determined, in light of Complainant's disruptive
14 behavior, they ultimately terminated her lease
15 August 28th, 2014.

16 CHAIRMAN CARTER: Thank you.

17 Comm. Garcia, your recommendation?

18 COMM. GARCIA: In the case of Olivia
19 Woods versus McKinley, Inc. Property Management,
20 LLC, and Annex of Vincennes Apartments, I
21 strongly recommend that we uphold the Deputy
22 Director's no cause determination.

23 CHAIRMAN CARTER: Okay. Thank you.

20

1 And may I have a motion to accept that
2 recommendation?

3 COMM. RAMOS: So moved.

4 CHAIRMAN CARTER: And a second?

5 COMM. MCKEOWN: Second.

6 CHAIRMAN CARTER: Thank you.

7 All in favor?

8 COMM. YOUNG: Aye.

9 COMM. MCKEOWN: Aye.

10 COMM. RAMOS: Aye.

11 COMM. GARCIA: Aye.

12 CHAIRMAN CARTER: Aye.

13 Any opposed?

14 (No response.)

15 MS. HAYNES: Now, I'd actually like

16 to revisit a matter, if it's okay with you. In

17 the matter of the Jamal L. Smith versus Roy

18 Hanover, in which a remand was requested, what is

19 the specific reason for that remand, so that --

20 COMM. YOUNG: Based on my review of

21 the case file, I felt there were bits of

22 information that were uncovered that weren't

23 fully investigated, and I can give more detail in

21

1 a written statement if the Deputy Director would

2 prefer.

3 MS. HAYNES: A written statement

4 would not be necessary, but a statement

5 specifically pointing the investigator to what

6 aspects need to be further investigated.

7 COMM. YOUNG: I can provide that
8 information.

9 MS. HAYNES: It needs to be on the
10 record.

11 COMM. YOUNG: Okay. I don't have my
12 notes right in front of me.

13 MS. HAYNES: I understand. I will go
14 through the remainder of these cases, and during
15 that time, would you mind if we circle back
16 and --

17 COMM. YOUNG: That's fine.

18 MS. HAYNES: Perfect.

19 So, moving on to the Rong Fan case versus
20 Summerlakes, this is a case in which the
21 Complainant would like to speak regarding his
22 matter as well, so after I give my synopsis, he
23 will be invited to speak for a few moments. You,

22

1 as per rule and regulation, can give a time frame
2 in which to allow that, so I'll let you guys do
3 that after I get done with the synopsis.

4 So, in this matter, it was found to be no
5 reasonable cause that discrimination occurred in
6 this instance. In this case, the Complainant

7 filed a complaint alleging unlawful
8 discriminatory housing practice on the basis of
9 national origin, in violation of the Indiana Fair
10 Housing Act, the Indiana Civil Rights Law, and
11 the Federal Fair Housing Act.

12 Now, the issue before the Commission is
13 whether the Complainant was subjected to
14 different terms and conditions because of his
15 national origin. Now, in order to prevail,
16 Complainant must show that he is a member of a
17 protected class; he was eligible to receive
18 services in a manner consistent with Respondent's
19 reasonable terms and conditions; he was
20 threatened with litigation and sued by the
21 Respondent; and Respondent treated similarly
22 situated residents of another national origin
23 more favorably under similar circumstances.

23

1 Now, in this case, there is evidence that
2 the Complainant was a member of a protected class
3 by virtue of his national origin; however, there
4 was insufficient evidence to believe that
5 Respondent treated residents of another national
6 origin more favorably under similar
7 circumstances.

8 Now, in this case, Complainant resides in
9 a home that falls under Respondent's homeowner
10 association, and this homeowner association
11 prohibited residents from housing rubbish and
12 debris on the property, as well as engaging in
13 improvements without prior approval.

14 Now, in the event a homeowner violates the
15 terms of a respondent's covenants, the HOA issues
16 a letter providing that the homeowner remedy the
17 situation within an appropriate time frame, and
18 in the event that the homeowner fails to remedy
19 the infraction in this appropriate time frame,
20 Respondent maintains the discretion to sue the
21 homeowner on -- for a basis of breach of contract
22 or covenant. And Complainant admits that he was
23 aware of these provisions.

24

1 Now, during the course of Complainant's
2 tenure with Respondent, evidence disclosed that
3 Respondent sued Complainant for various
4 violations of its restrictive covenants,
5 including those related to leaving rubbish and
6 debris on his property and making improvements
7 without prior consent. Respondent notified

8 Complainant of the violations, and sought legal
9 action after Complainant failed to remedy the
10 situation in a prescribed timely manner.

11 Now, while the Complainant asserts that he
12 was treated less favorably than other individuals
13 of a different national origin, Respondent
14 provided evidence showing that it sued African
15 and Caucasian homeowners or American homeowners
16 for violations of its covenant.

17 Complainant also pointed to a Caucasian or
18 American homeowner whom he believed was treated
19 more favorably under similar circumstances.

20 However, no evidence had been provided to show
21 that Respondent had knowledge of this alleged
22 violation, and Respondent asserted that it had no
23 knowledge of this alleged violation and had not

25

1 received any complaints regarding the situation.

2 So, as a result, the finding was that
3 there was no reasonable cause to believe that a
4 violation occurred as alleged.

5 CHAIRMAN CARTER: All right. Thank
6 you.

7 Comm. McKeown?

8 MS. HAYNES: Well, at this time,

9 Mr. Fan would like to speak.

10 CHAIRMAN CARTER: Oh, that's right.

11 I'm sorry. I had it later in the agenda, because

12 that's where I was asked to put it.

13 Mr. Fan, would you like to address us for

14 15 minutes, please?

15 MR. FAN: Thank you very much for

16 allowing me to speak a few minutes on my case in

17 front of the Commission. Thank you.

18 I actually wanted to know if my case has

19 been thoroughly reviewed, because based on Akia's

20 letter to me, I thought my points or my evidence

21 were not properly reflected in the letter, and I

22 assumed that the finding she put out there was

23 simply a version of other parties', attorneys'

26

1 words, not including my points.

2 Now, I put that the letter out. I

3 actually want to know what understanding of the

4 Commission at this point, and I do have some

5 additional evidence that I would like to -- to

6 present to the Commission here, if I'm allowed to

7 do so.

8 In terms of the prior evidence, I

9 respectfully admitted to the Civil Rights
10 Commission, I felt -- some of the key facts I
11 will lay out for everyone. I don't understand
12 exact process here. I assume there's only one
13 Commissioner had the chance to review the case.
14 The rest of them, the members, are unaware of my
15 case at this point. Am I right?

16 CHAIRMAN CARTER: At least in theory,
17 we each have read some, if not all, of your case
18 file --

19 MR. FAN: Okay.

20 CHAIRMAN CARTER: -- because we get
21 it on these little things, so --

22 MR. FAN: Okay. Well, my case is
23 kind of fairly simple. I lived in the community

27

1 for several years, and from the beginning, when I
2 entered community, the house was a -- not in a
3 good shape. I gradually improved it. We had
4 some issues with the homeowner association at one
5 time. They may be impatient or they may pick
6 upon me.

7 I don't know in fact what they are
8 thinking, so -- but the fact is I have a very,
9 very low stump in my yard, and this was dead

10 tree. I had it cut because it was a dead tree,
11 and they simply thought it was not enough and
12 they sent some people to cut my tree trunk, and
13 then they alleged that I maintained very poor of
14 my homesite.

15 The case went to small claim court and the
16 judge sided with me, and based on all of the
17 pictures they provided, the judge said there
18 was -- does not on those pictures show -- they
19 don't have enough evidence to say I leave the
20 home in disrepair and poor maintenance, so that's
21 general. And over the years I've improved my
22 home situation, but the pressure on me is getting
23 worse.

28

1 The incidence that led the major crisis
2 was last year, January, around 14th. There was
3 some wooden pallets the shipper used were left in
4 my homesite, in front yard by mailbox. At the
5 time the weather was very bad, and our public --
6 the waste management company would not pick them
7 up, so I thought -- as a regular homeowner, I
8 thought, "I'll just move them to my backyard."

9 I hope everyone Hoosiers, you stay this

10 state last year as well, because the weather was
11 pretty bad, so I left in my backyard. They sent
12 me a letter and they say, "Hey, we want you to
13 correct this." I thought, "No problem, I will
14 correct it." They don't think that it's clean
15 enough, and they file lawsuit against me.

16 And I don't want to go to the exact
17 proceedings, but outcome of the litigation was,
18 you know, that on a pure technicality, I was
19 judged in violation of homeowner association,
20 common violation, and it was -- the damage was
21 like \$5,000. I mean I would ask everyone to use
22 your common sense. Does such trivial thing
23 justify that kind of damage, as for one?

29

1 Number two, when things went on, I
2 realized that I need to appeal it, so when I
3 appealed it, in the appeal process I realized
4 that according to their own evidence, their own
5 evidence they submitted, the lawyers submitting
6 the bills, the -- all of the legal work against
7 me were drafted two, three weeks before the
8 alleged incidence ever happened.

9 And they contend -- I really think that's
10 how strong evidence you can think about, it is

11 something that if not have a some kind of wrong
12 inclination of intent with -- to have those legal
13 work done before the alleged incident happened.
14 So, that's one of the things that I left -- I
15 think I submitted that. I don't know if one of
16 you who -- McKeown, you are the Commissioner;
17 right?

18 COMM. MCKEOWN: (Nodded head yes.)

19 MR. FAN: So, have you noticed that
20 evidence? Have you noticed that evidence?

21 COMM. MCKEOWN: Yes, I have reviewed
22 the entire file.

23 MR. FAN: You have not reviewed it?

30

1 COMM. MCKEOWN: I have, yes.

2 MR. FAN: Okay. So, did you notice
3 that --

4 COMM. MCKEOWN: So, I've seen --

5 MR. FAN: So, you do know what I'm
6 talking about?

7 COMM. MCKEOWN: I've seen the bills.

8 MR. FAN: Okay. You've seen the
9 bills; okay. I just want to know my points got
10 through, because sometimes when you have

11 documents, some people may not aware of some of
12 the key evidence, and I -- as this case -- as I
13 was getting more and more involved in the case, I
14 read that there are minutes, there are homeowner
15 association board minutes.

16 I realized their intent to litigate
17 against me were actually documented in their
18 minutes. They said, "Well, we want to litigate
19 against him. The only reason we don't do that is
20 there are some other people with similar
21 situations, so we don't want to litigate against
22 him for now."

23 And then after few months, this wooden

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1 pallet occasion gave them excuse, so they went
2 ahead and litigated against me. Once I
3 complained about the situation, they litigated
4 another neighbor, who is a white person, and I
5 think -- I mean talk with this neighbor, and he
6 told me board president and him were buddies. I
7 would say they know each other pretty well. They
8 grew up together.

9 The only reason he sued him is because
10 they had some -- they drifted apart. They became
11 kind of personal enemies over the years, and they

12 wouldn't talk to each other. That's why. And I
13 look at the court records. This community is --
14 majority of the neighbors are white, and
15 disproportionate number of minority people were
16 sued over similar reasons that the white
17 population was not sued. I thought it was not
18 right.

19 And when this -- that's another thing.
20 While the direct evidence I put in my evidence
21 is -- as I look at the evidence against me, it
22 just two, three wooden pallets in my backyard,
23 actually in the deep side of my backyard, and if

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1 you -- I have provided a Google map for you, and
2 you can -- you notice that it's such a too small
3 piece of wood in the backyard, and there's nobody
4 ever can actually see from the street.

5 And I don't know why it's such a problem
6 and why people was similar occasions, they just
7 turn blind eye to it. They say, "You don't have
8 some complaint." But they do similar inspections
9 on regular basis. They see how are things, but
10 they don't say anything to you.

11 And there is a very big piece of dead tree

12 or -- in my neighbor's yard for over a year. I
13 talk to them, "Can't you see that, too?" for
14 over, you know, several months, the documented
15 time, because I got upset about this. I say,
16 "Hey, you can't just sue me over such a small
17 thing when there are worse situations outside my
18 neighbor's yard, you don't see them."

19 And the dead tree was such a big issue.
20 If my two pallets were issue at all, why they
21 don't see, and they were in my yard during all
22 those inspections, and they can't say they just
23 don't see that, because they are just -- at the

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1 spot they were in my yard taking the pictures of
2 my wooden pallet, they would have seen those
3 pallets -- those dead trees in my neighbor's.

4 And they -- they send the letter to -- to
5 Akia, Civil Rights Commission, upon inquiry.
6 They say, "We have no knowledge about the big
7 dead tree in your neighbor's yard." Well, I
8 don't think it's good excuse, because I actually
9 raised the issue, and I wrote -- I raised the
10 issue to the Appeal Court, Court of Appeals in
11 Indiana. I said, "Hey, you have bigger issues
12 that -- why don't you act on them?"

13 They even wrote a rebuttal, and they wrote
14 motion for strike, that means they don't want the
15 Court of Appeals to consider that. Court of
16 Appeals' position is, "Okay. It's not -- it's a
17 legal technicality." They say, "Hey, it should
18 be lower court." So, technically, Court of
19 Appeals, I understand, won't consider this part,
20 but I think that the Civil Rights Commission
21 should consider the evidence in my favor. And
22 they simply said it was not a part of -- they
23 didn't receive any information that's not right.

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1 I think that's purely evidence on my side.

2 And lastly, I want to actually put out
3 some even more recent evidence. If you look at
4 some of those pictures in my neighborhood's yard,
5 there's much -- so many wooden pallets in my
6 neighbor's yard, all the time, over the months.
7 I mean if the dead tree is not exactly the same,
8 now, I have the pictures here to show that there
9 are much more pallets in their front yard.

10 I'm in the -- my pallets were put in the
11 very deep corner of my back corner -- backyard,
12 but theirs are in prominent display in their

13 front yard. I don't think they say anything.
14 One of the neighbors had those wooden pallets in
15 his yard is our current board president's
16 brother. I mean I don't know everything going
17 on. I think there's pretty good evidence that
18 I'm being picked on. I mean the -- you have
19 this --

20 CHAIRMAN CARTER: Two more minutes.

21 MR. FAN: -- other thing that -- yes.
22 I'm going to be done. Other thing, that
23 neighborhood, everything I do, I'm under

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1 tremendous fear that I'll be litigated against.
2 I put -- last year there was -- I think the year
3 before -- there was hail damage. When I changed
4 my roof, they put it on, they said, "You are in
5 violation." I begged them to allow me to not to
6 pull the roofs off, because finally they waited,
7 that there was like two more members of their
8 board, architecture committee, kind of let me
9 pass.

10 When I do some yard work, I put some -- I
11 did nothing. I did some kind of -- maybe some
12 edging. They said, "You are in violation."
13 They -- there's not -- they say, "You put some

14 bricks up." It's non -- even nonexistent
15 violations, they want to litigate against. They
16 send letter to me saying they want to litigate
17 against me.
18 So, in all those things, I felt I lived in
19 such a hostile community. It's simply -- simply
20 difficult for me to deal. I'm a physician. You
21 know, I have patients to think about. I simply
22 don't have time to deal with such kind of
23 harassment. You know, I complied as much as I

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1 can, but to a degree that -- to a degree that I
2 can't do anything, and every piece of trivia
3 thing that they can hold a letter against me,
4 they will do that.
5 It's simply not -- incongruent with the
6 current environment. I mean if it's -- if those
7 things are not selective enforcement, which is
8 discrimination, I don't know what things are.
9 Now, I don't -- I'm not a lawyer. I don't know
10 the technical side, but I think I made my case
11 clear. I gave you --
12 CHAIRMAN CARTER: I think you have.
13 MR. FAN: -- the evidence on my side.

14 I'm done.

15 CHAIRMAN CARTER: Thank you, Mr. Fan.

16 Do any Commissioners have questions while
17 we have Mr. Fan here?

18 MR. FAN: Yeah.

19 COMM. MCKEOWN: Sir, you mentioned
20 that you had brought additional evidence --

21 MR. FAN: Yes.

22 COMM. MCKEOWN: -- that had not been
23 previously provided?

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1 MR. FAN: Right.

2 COMM. MCKEOWN: Do you have copies of
3 that to provide in a formal way?

4 MR. FAN: Well, I have -- I can give
5 it to you, but as a copy, I have it, but I make
6 sure I give you exact copy. I keep a copy
7 myself.

8 COMM. MCKEOWN: Okay. Thank you.

9 MR. FAN: I was not aware of I'm
10 allowed to have a presentation, but I do have
11 copy.

12 COMM. RAMOS: Deputy Director Haynes?

13 MS. HAYNES: Yes.

14 COMM. RAMOS: At this point, is it

15 admissible to allow further evidence in this

16 case?

17 COMM. MCKEOWN: And perhaps if I may,

18 I had already intended to move to remand this for

19 additional investigation, so with the additional

20 information that it may not -- the timing issue

21 may not be as relevant.

22 CHAIRMAN CARTER: So, can we go to

23 your recommendation?

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1 COMM. MCKEOWN: So -- and then --

2 CHAIRMAN CARTER: Perhaps that will

3 solve that.

4 COMM. MCKEOWN: -- in the matter of

5 Fan --

6 COMM. GARCIA: Hold on.

7 COMM. MCKEOWN: Pardon me? Oh.

8 COMM. GARCIA: Okay. I'm sorry.

9 COMM. MCKEOWN: Okay. In the matter

10 of Fan versus Summerlakes Homeowners Association,

11 I recommend that we remand the matter for

12 additional investigation.

13 MS. HAYNES: And so, what will happen

14 in this matter is that he has additional

15 information to provide. Copies will be provided
16 to the office, in which case an additional
17 investigation can be conducted. On what grounds
18 would you like to Commission to reinvestigate?

19 COMM. MCKEOWN: Sure. So, also, as
20 indicated earlier, I had not realized that we had
21 to publicly state what we would like to see
22 additional information about, and I had thought
23 that perhaps I could connect with you all after

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1 the meeting, but I can either specify that
2 publicly at the next one or send a letter
3 afterward, but when I had gone through the file,
4 there were a couple of areas that I had thought
5 that additional information would be warranted
6 under the law on this.

7 MS. HAYNES: So, what we'll do,
8 because the actual rationale for the remand must
9 be on the record, it is now noted that it's a
10 remand, so we'll revisit that during the next
11 Commission meeting, in which you can specify the
12 reason for the remand so the Commission can go
13 back and flush out that portion of the
14 investigation.

15 COMM. YOUNG: Thank you, Ms. Haynes.

16 COMM. RAMOS: We still need a motion

17 on it.

18 CHAIRMAN CARTER: There should be a

19 motion to remand, yes. May I have a motion to

20 remand?

21 COMM. RAMOS: So moved.

22 COMM. YOUNG: So moved.

23 CHAIRMAN CARTER: Ahmed moved. Is

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1 there a second?

2 COMM. RAMOS: Second.

3 CHAIRMAN CARTER: Okay. All in

4 favor?

5 COMM. YOUNG: Aye.

6 COMM. MCKEOWN: Aye.

7 COMM. RAMOS: Aye.

8 COMM. GARCIA: Aye.

9 CHAIRMAN CARTER: Aye.

10 So, Comm. Young, you would rather take up

11 your case next meeting as well --

12 COMM. YOUNG: I can --

13 CHAIRMAN CARTER: -- or are you going

14 to --

15 COMM. YOUNG: -- add a little bit

16 more detail, if the Deputy Director would
17 appreciate that now, or I can provide even
18 greater detail at the next Commission meeting. I
19 will defer as to what you prefer. I would prefer
20 to just knock it out now so we can move the
21 process forward.

22 MS. HAYNES: So, what my thought
23 would be is we'll discuss the next two cases.

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1 COMM. YOUNG: Fair enough.

2 MS. HAYNES: We'll go on those, and
3 then we'll return back to you, Comm. Young.

4 COMM. YOUNG: Thank you.

5 CHAIRMAN CARTER: Okay. My two
6 cases.

7 Deputy Director?

8 MS. HAYNES: Yes. So, in the matter
9 of Ana Marie Roman and Miguel Ceballos Alvarez
10 versus Pamela Siemer and et cetera, the finding
11 was that there was no reasonable cause to believe
12 that a discriminatory practice occurred as
13 alleged.

14 In this matter, the Complainant alleged
15 unlawful discriminatory housing practices on the
16 basis of national origin, in violation of the

17 Indiana Fair Housing Act, Indiana Civil Rights
18 Law, and the Federal Fair Housing Act.
19 Now, in this case, there are two issues
20 pending before the Commission. The first is
21 whether the Complainants were subjected to
22 different terms and conditions because of their
23 national origin.

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1 Now, in order to prevail, they would have
2 to show that they are members of a protected
3 class; they were qualified, ready, willing and
4 able to continue their tenancy in a manner
5 consistent with Respondent's reasonable terms and
6 conditions; that Respondent threatened and did --
7 or actually evicted the Complainants; and
8 Respondent treated similarly situated residents
9 of another national origin more favorably under
10 similar circumstances.

11 And in this matter, while it is evident
12 that the Complainants are members of a protected
13 class by virtue of their national origin,
14 evidence shows that they were unwilling to
15 continue their tenancy in a manner consistent
16 with Respondent's reasonable terms and

17 conditions.

18 Specifically, evidence has been provided
19 to show that the Complainants committed various
20 lease violations and also failed to pay rent.
21 Specifically in 2010, Complainant made -- excuse
22 me -- received notices regarding furniture left
23 outside in contravention of Respondent's policies

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1 and procedures.

2 Later, in 2011, the Department of Health
3 cited the Complainants' lot for various
4 violations regarding trash containers. And
5 later, in March of 2013, Complainants' vehicle
6 was towed because of expired plates and tags, as
7 well as a failure to repair a flat after an
8 extended period of time.

9 Ultimately Respondent instigated eviction
10 proceedings, in May of 2013, after Complainants
11 failed to pay rent. So, while Complainants
12 alleged Respondent enforced the regulations on a
13 selective basis, there is insufficient evidence
14 to show that this occurred.

15 And there's insufficient evidence to show
16 that Respondent enforced these policies more
17 harshly against Mexican-Americans while

18 permitting similarly situated persons of other
19 national origins or other protected classes to
20 violate the rules without penalty. So, on that
21 basis, that is why there is no reasonable cause
22 on that issue.

23 Now, the second issue pending before the

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1 Commission is whether Complainants were subjected
2 to harassment. In this instance, Complainants
3 alleged that their water bill was higher than
4 similarly situated residents of other national
5 origin; their car was unfairly towed; Respondent
6 failed to salt the area in front of their home;
7 and that Respondent otherwise harassed them
8 because of their national origin.

9 However, there's conflicting evidence on
10 this claim. Some witnesses have provided
11 evidence regarding Respondent's treatments of
12 residents saying that Hispanic individuals were
13 treated less favorably. However, other witnesses
14 also said that Respondent treated everyone in a
15 rude and indifferent manner, and still other
16 residents provided testimony that they have few
17 to no problems with Respondent.

18 So, as a result of this mixed bag of
19 evidence where some individuals were saying yes,
20 people were treated less favorably, and other
21 people were saying Respondent treated everyone in
22 a rude manner, it is important to remember in
23 this case that one of the prongs is Respondent

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1 treated similarly situated Respondents [sic] of
2 another national origin more favorably or less
3 favorably under similar circumstances.

4 And because of the inconsistency, it was
5 found that there is insufficient evidence to find
6 that the Complainants were subjected to
7 harassment. For that reason, there was no
8 reasonable cause to believe that discrimination
9 occurred on either of these bases.

10 CHAIRMAN CARTER: Thank you.

11 I must say, in 24 years I have never heard
12 the defense of, "I don't discriminate against
13 this person, I discriminate against everybody,"
14 as being a positive take, but I would recommend
15 that we agree with the Deputy Director's finding
16 of no reasonable cause in this case of Ana Maria
17 Roman and Miguel Ceballos Alvarez versus
18 Pamela -- Siemer?

19 MS. HAYNES: That's correct.
20 CHAIRMAN CARTER: May I have a motion
21 to accept that recommendation?
22 COMM. MCKEOWN: So moved.
23 COMM. GARCIA: Second.

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1 CHAIRMAN CARTER: All in favor?
2 COMM. YOUNG: Aye.
3 COMM. MCKEOWN: Aye.
4 COMM. RAMOS: Aye.
5 COMM. GARCIA: Aye.
6 CHAIRMAN CARTER: Aye.
7 Any opposed?
8 (No response.)
9 CHAIRMAN CARTER: Thank you.
10 And the other case, against, incidentally,
11 the same person.
12 MS. HAYNES: Yes. So, this is filed
13 by the Fair Housing Center of Central Indiana
14 alleging unlawful discriminatory housing
15 practices on the basis of race, national origin,
16 disability, familial stat -- and familial status,
17 in violation of the Indiana Fair Housing Act, the
18 Indiana Civil Rights Law, and the Federal Fair

19 Housing Act.

20 Now, again, there are two issues pending
21 before the Commission. The first issue is
22 whether Respondent subjected residents of various
23 protected classes to different terms and

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1 conditions because of their membership in the
2 applicable protected class.

3 In order to prevail, Complainant must show
4 that the residents in question belonged to a
5 protected class; they were eligible, ready,
6 willing and able to receive Respondent's services
7 and use facilities in a manner consistent with
8 the reasonable terms and conditions; the resident
9 attempted to utilize the facilities and services
10 but were denied; and similarly situated tenants
11 who were not members of the applicable protected
12 classes were treated more favorably under similar
13 circumstances.

14 Now, in this matter, while it's evident
15 that Complainant alleges that residents of other
16 national origins and races and other protected
17 classes were treated less favorably, there is
18 insufficient evidence to substantiate these
19 allegations.

20 By way of background, Respondent's current
21 owners purchased the property in May of 2010. It
22 is considered a distressed property.
23 Complainant, on behalf of persons known and

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1 unknown, alleged that residents of various
2 national origins, races, people with
3 disabilities, and individuals with children were
4 treated less favorably than persons who were not
5 members of these aforementioned protected
6 classes.

7 Specifically, Complainant alleges that
8 Respondent enforced these policies and procedures
9 more harshly against individuals of various
10 national origins and races than Caucasian
11 tenants. Moreover, Complainant alleges that
12 disabled tenants were denied various requests for
13 accommodations, and families with children were
14 subjected to a more strict application of the
15 policies. Further, Complainant alleges that
16 tenants in the aforementioned protected classes
17 received more notices for lease violations than
18 similarly situated individuals.

19 And again, as in the prior case, there is

20 a mixed bag, as we say, of evidence. Evidence
21 shows that Respondent -- and evidence shows that
22 Respondent's enforced policies and procedures
23 weren't designed to improve the property.

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1 However, there's insufficient evidence to
2 substantiate the claims, as witnesses' testimony
3 has provided contradictory evidence regarding
4 Respondent's treatment of residents.
5 Specifically, some residents assert that
6 Respondent's manager scrutinized the policy
7 violations more harshly than others, but all
8 parties admit that Respondent's new management
9 enforces policies and procedures more
10 consistently than previous management. Moreover,
11 other residents have asserted that Respondent's
12 property manager treated everyone in a rude and
13 hostile manner, regardless of race, national
14 origin, familial status or disability.

15 It is also important to note that the
16 Respondent denies the allegations against them.

17 So, as a result, there is insufficient
18 evidence to show that there was a discriminatory
19 practice as alleged.

20 With respect to the second issue before

21 the Commission; that is, whether the Respondent
22 subjected its tenants to harassment based upon
23 their protected class status, again, there is

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1 insufficient evidence to support this contention.

2 Complainant alleges that Respondent
3 referred to African-American tenants and those of
4 Hispanic descent in derogatory terms, unfairly
5 towed their vehicles, subjected them to higher
6 water bills, and generally subjected them to
7 harassment.

8 However, witness testimony has provided
9 contradictory evidence regarding Respondent.
10 Specifically, while some residents allege that
11 Respondent's property manager was equally rude
12 and strict to all tenants, others assert that she
13 singled out certain tenants. However, several
14 tenants admitted that they were not meeting
15 Respondent's expectations, but that the old
16 management failed to address the issues, whereas
17 the new management simply enforced policies that
18 were in place.

19 It is also important to note that
20 Respondent denies the allegations of making

21 harassing comments.

22 Based upon this information, there was no
23 reasonable cause to believe that a discriminatory

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1 practice occurred as alleged.

2 CHAIRMAN CARTER: Thank you.

3 I know I wouldn't want to live there, but
4 I will recommend that we find no reasonable cause
5 in that case as well, that case being Fair
6 Housing Center of Central Indiana versus Pamela
7 Siemer again.

8 MS. HAYNES: And at this time, I
9 would like to return to Comm. Young for his --

10 CHAIRMAN CARTER: Well, can we vote
11 on this before --

12 MS. HAYNES: Yes. I apologize.

13 CHAIRMAN CARTER: We haven't voted
14 yet.

15 May I have a motion to accept that
16 recommendation?

17 COMM. YOUNG: So moved.

18 COMM. MCKEOWN: So moved. Second.

19 CHAIRMAN CARTER: You moved. You
20 were looking at me. You said it first.

21 May I have a second?

22 COMM. YOUNG: I will second.

23 CHAIRMAN CARTER: All right. Thank

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1 you.

2 All in favor?

3 COMM. YOUNG: Aye.

4 COMM. MCKEOWN: Aye.

5 COMM. RAMOS: Aye.

6 COMM. GARCIA: Aye.

7 CHAIRMAN CARTER: Aye.

8 Any opposed?

9 (No response.)

10 MS. HAYNES: Yes. So, at this time,
11 I would like to return to Comm. Young for the
12 explanation of the remand.

13 COMM. YOUNG: As it relates to the
14 issue with the matter with Hanover, I centered on
15 the scope of the initial interaction as
16 Ms. Rodriguez initially arrived at the property
17 in question and how far into the process she
18 actually went in order to try to secure or rent
19 that particular property.

20 For me, there are holes there as it
21 relates to some of the information that was

22 obtained from Ms. Rodriguez, and then the minimum
23 amount of information that was obtained from

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1 Mr. Hanover.

2 Hopefully that helps to clarify.

3 MS. HAYNES: It does.

4 COMM. YOUNG: All right.

5 MS. HAYNES: Thank you.

6 CHAIRMAN CARTER: Did we vote on the
7 remand?

8 COMM. YOUNG: Yes, we did.

9 CHAIRMAN CARTER: Yes, we did. All
10 right. Thank you.

11 We have Assignment of New Appeals. Wow,
12 as my last act, I give work to other people.

13 Well, Comm. Young --

14 COMM. YOUNG: I already had my name
15 down.

16 CHAIRMAN CARTER: -- there are two
17 cases.

18 COMM. YOUNG: I already had my name
19 down.

20 CHAIRMAN CARTER: Oh, you did? All
21 right. Well, I was going to do what Alpha did
22 last month, go around the table. So,

23 Comm. Ramos, if you would be willing to take on

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1 Sherri Frushon versus Todd LaSalle [sic],

2 Landlord.

3 COMM. RAMOS: Yes, sir.

4 CHAIRMAN CARTER: Thank you.

5 And I think that's it. Motions before the
6 Commission, none. We have five findings of fact,
7 conclusions of law and order. I'm going to take
8 all of those, so I -- would you like me to read
9 the list, or do you have it?

10 THE REPORTER: It's up to you.

11 CHAIRMAN CARTER: Then in the case of
12 Fanta Lewis, Michele Jankoski Mashburn, Sherry
13 Ogden, Jamal Smith as Executive Director versus
14 Debra Wernke -- I read the whole thing because
15 it's possibly confusing -- Debra Whitfield, in
16 those five cases, may I have a motion to accept
17 the findings of fact, et cetera?

18 COMM. GARCIA: So moved.

19 COMM. RAMOS: Second.

20 CHAIRMAN CARTER: All in favor?

21 COMM. YOUNG: Aye.

22 COMM. MCKEOWN: Aye.

23 COMM. RAMOS: Aye.

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1 COMM. GARCIA: Aye.

2 CHAIRMAN CARTER: Aye.

3 Any opposed?

4 (No response.)

5 CHAIRMAN CARTER: Thank you.

6 No Consent Agreement.

7 Public Comments. I see our Executive

8 Director poised.

9 You have an announcement --

10 COMM. GARCIA: Yeah, I --

11 CHAIRMAN CARTER: -- Comm. Garcia.

12 COMM. GARCIA: -- I have an

13 announcement. I'd like to announce to the

14 Commission that I'm announcing my resignation

15 effective at the end of this meeting, and I'd

16 like to add that it's been both an honor and a

17 pleasure to serve the citizens and businesses of

18 the State of Indiana, and I believe I've

19 performed my duties as fairly and objectively to

20 the best of my abilities, and that I'll miss the

21 friendliness of everyone on the Commission and

22 staff.

23 I'd also like to add that when I first was

1 appointed to the Commission, back in '97, I
2 believe, that I saw the end of an article in Time
3 Magazine, and I put it on the back of one of my
4 business cards, and I carry it with me all of the
5 time. And in light of the atmosphere that the
6 State of Indiana is in now, I don't need to
7 legislate this, but -- or ask anybody to
8 legislate this, but it's my opinion, and I'd just
9 like to share that with everybody.

10 "Be at peace among yourselves, encourage
11 the fainthearted, help the weak, be patient with
12 them all. See that none of you repays evil for
13 evil, but always seek to do good to one another
14 and to all. Rejoice always, pray constantly,
15 give thanks, hold fast what is good, abstain from
16 every form of evil." And these are wise words
17 for all of us, whatever our doubts, whatever our
18 faith.

19 Thank you.

20 CHAIRMAN CARTER: Thank you.

21 MR. SMITH: Well, I was originally up
22 here just in case there were any questions about
23 the findings of facts conclusions of law and

1 order.

2 CHAIRMAN CARTER: Okay.

3 MR. SMITH: But standing here, I just
4 want to kind of echo a bit of appreciation for
5 the Commissioners who will be falling off of the
6 Commission, and I say that in my time we've
7 spent, I certainly appreciate you guys' tenure
8 and the opportunity to get to know and serve with
9 the Commission.

10 So, thank you.

11 CHAIRMAN CARTER: Thank you.

12 I call your attention to the meeting dates
13 for the future, and since I won't have a future
14 here, I'd like to add to what John said, and that
15 is that when I joined the Commission, which was
16 1991, one year after the Americans with
17 Disabilities Act was passed, and I used to
18 laughingly refer to myself as the token cripple,
19 and I have found over the years that there is no
20 discrimination in this agency against me as a
21 person in a wheelchair. I've never encountered
22 that. In fact, I've encountered acceptance and
23 support and so on.

1 So, at least in the last 24 years, this
2 Commission has certainly done its job as far as
3 my personal experience has been. And I
4 appreciate having met you all and worked with you
5 all, and for the state. Thank you.

6 Is there any --

7 COMM. RAMOS: I have a --

8 CHAIRMAN CARTER: Yes.

9 COMM. RAMOS: I'd like to -- somehow
10 I've become one of the senior people on the
11 Commission, and I would like to --

12 CHAIRMAN CARTER: We all age quickly.

13 COMM. RAMOS: And Madam Chair is not
14 here, so on behalf of those -- and I'm not sure
15 how this all plays out, but I do want to say that
16 coming in as a rookie probably seven, eight years
17 ago, that you were very influential to me. I
18 learned a great deal certainly being on the
19 Commission, but also from each of you. David,
20 you've advised me on some of the cases for
21 disabilities, and I have had --

22 CHAIRMAN CARTER: And meeting a
23 quorum.

1 COMM. RAMOS: Yes, that's true.

2 But I do want to say thank you so much,
3 because you've been a big part of this, and it's
4 been an honor to serve with you. I know you're
5 credible, honorable men. The State of Indiana
6 has been much better served by your
7 participation.

8 So, thank you.

9 COMM. GARCIA: Thank you.

10 CHAIRMAN CARTER: Okay. That being
11 said, before we get mawkish, we'll end the
12 Commission meeting.

13 - - -
14 Thereupon, the proceedings of
15 March 27, 2015 were concluded
16 at 2:06 o'clock p.m.

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1 CERTIFICATE

2 I, Lindy L. Meyer, Jr., the undersigned
3 Court Reporter and Notary Public residing in the
4 City of Shelbyville, Shelby County, Indiana, do
5 hereby certify that the foregoing is a true and
6 correct transcript of the proceedings taken by me
7 on Friday, March 27, 2015 in this matter and
8 transcribed by me.

9

10 _____

11 Lindy L. Meyer, Jr.,
12 Notary Public in and
13 for the State of Indiana.

14

15 My Commission expires October 27, 2016.

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