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BEFORE THE STATE OF INDIANA

CIVIL RIGHTS COMMISSION

- - -

PUBLIC MEETING OF MAY 19, 2025

- - -

PROCEEDINGS

in the above-captioned matter, before the Indiana
Civil Rights Commission, Adrienne L. Slash,
Chairperson, taken before me, Lindy L. Meyer,
Jr., a Notary Public in and for the State of
Indiana, County of Shelby, at the Indiana
Government Center North, 100 North Senate Avenue,
Room N300, Indianapolis, Indiana, on Monday,
May 19, 2025 at 1:04 o'clock p.m.

- - -

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1 APPEARANCES:

2 COMMISSION MEMBERS:

3 Adrienne L. Slash, Chairperson
4 Alpha Blackburn
5 Steven A. Ramos
6 Holli Harrington
7 James W. Jackson
8 Terry Tolliver

9 INDIANA CIVIL RIGHTS COMMISSION
10 By Jose M. Evans, Director
11 & David Fleischhacker, Deputy Director
12 Indiana Government Center North
13 100 North Senate Avenue, Room N300
14 Indianapolis, Indiana 46204
15 On behalf of the Commission.

16 OTHER COMMISSION STAFF PRESENT:

17 Michael Lostutter
18 Christiana Afuwape
19 James Hodges
20 Jordan Teske-Harrison
21 Alexis Gonzalez

22 ALSO PRESENT:

23 Lydia Lum
Zachary Griffin
Leslie Beard
Katrina Williams
Julia Surak
Daniel Ostojic
Paris Walton
Gabriel Kramer

- - -

1 1:04 o'clock p.m.
2 May 19, 2025

3 - - -

4 CHAIRPERSON SLASH: It's about five
5 after. We're missing a Commissioner, but I
6 believe we can go ahead and begin.

7 MR. LOSTUTTER: We can. I just need
8 a couple of things here.

9 (Pause in proceedings.)

10 MR. LOSTUTTER: All right. Please be
11 advised no party will be allowed to speak
12 directly to the Commission during any Commission
13 meeting except during a previously scheduled oral
14 argument, or during our Public Comment time
15 during -- directly before the end of the meeting.
16 Concerning appeals, the Commissioners will make
17 their initial determination based on the
18 complaint, the notice of finding, the appeal, and
19 the final investigative report.

20 You must not address the Commission
21 members except and unless you are addressed
22 directly by them. If you have any questions
23 about your case, please wait to speak to the
Docket Clerk until after the Commission meeting

1 ends. If you are here to make remarks during the
2 Public Comment section time, be aware that you
3 will only be allowed two minutes to speak.

4 Thank you.

5 CHAIRPERSON SLASH: I believe we have
6 a quorum, and we're good to go.

7 MS. LUM: You'll give me the go-ahead
8 to speak when it's time?

9 MR. LOSTUTTER: Well, we need for you
10 to first announce who you are.

11 MS. LUM: I'm sorry?

12 MR. LOSTUTTER: If you could give us
13 your name.

14 CHAIRPERSON SLASH: Can you provide
15 your name so that we know who you are and when to
16 address you?

17 MS. LUM: Yes; I'm sorry. This is
18 Lydia Lum, L u m. And so, this is for the
19 five-minute oral argument on the appeal. I can
20 give you the case number. The case number is --

21 CHAIRPERSON SLASH: Oh, I'm okay with
22 you now. I have found you, and we'll make sure
23 that we address you when it's your turn.

1 MS. LUM: Yes. And so, I'll pay
2 attention. Do you know about how long that will
3 be?

4 CHAIRPERSON SLASH: Maybe within the
5 next 15 to 20 minutes, depending on how the rest
6 of the meeting goes. We still have some other
7 reports ahead of you.

8 MS. LUM: Of course, of course.

9 CHAIRPERSON SLASH: Okay.

10 MS. LUM: I'll wait.

11 CHAIRPERSON SLASH: Thank you.

12 MS. LUM: Thank you.

13 MR. LOSTUTTER: And I believe we have
14 one other person.

15 If you would also announce yourself.

16 MS. WALTON: Hello. My name is Paris
17 Walton, and I'm a community member.

18 MR. LOSTUTTER: All right.

19 I believe that one other possible
20 Complainant or representative, maybe, of the
21 Respondent is up there, if they could please
22 announce themselves.

23 (No response.)

1 MR. LOSTUTTER: I think that they are
2 there, but --

3 CHAIRPERSON SLASH: Okay.

4 MR. LOSTUTTER: -- perhaps they are
5 shy.

6 CHAIRPERSON SLASH: Yes.

7 And if we don't have you on record as a
8 part of today, you're just here to observe, we
9 appreciate you for joining us today.

10 Okay. We'll go ahead and begin.

11 MR. LOSTUTTER: All right. Well,
12 announcement of the agenda there, we will go over
13 approval of previous meeting minutes; we will
14 have the ICRC Director's Report; we will then
15 attend to Old Business, eight cases, Notice of
16 Finding Appeals; and we will then have the
17 assigning of new cases, we have three, regarding
18 Notice of Finding Appeals; then one review of an
19 ALJ decision; and then reading into the record
20 one ALJ decision.

21 CHAIRPERSON SLASH: Thank you.

22 At this time, we'll call for a motion to
23 approve last month's meeting minutes. Is there a

1 motion?

2 VICE-CHAIR RAMOS: So moved.

3 CHAIRPERSON SLASH: Is there a
4 second?

5 COMM. BLACKBURN: Second.

6 COMM. TOLLIVER: Second.

7 CHAIRPERSON SLASH: All right. We'll
8 take the motion from Vice-Chair Ramos and the
9 second from Comm. Blackburn. All in favor?

10 (Commission members responded, "Aye.")

11 CHAIRPERSON SLASH: Any opposed?

12 (No response.)

13 CHAIRPERSON SLASH: Okay. The ayes
14 have it.

15 MR. LOSTUTTER: They were 6 and 0.

16 CHAIRPERSON SLASH: All right.

17 And we'll now hear the ICRC Director's
18 Report.

19 MR. FLEISCHHACKER: All right. Thank
20 you, Chair Slash.

21 We've had a busy month in April.
22 April is Fair Housing Month, and a number of
23 events were going on. We did our Webinar, I

1 think, right before the last Commission meeting.

2 We also did -- were involved in a home
3 ownership panel at the Urban League, and Fred
4 Bremer, one of our staff attorneys, presented on
5 Fair Housing Laws. He's been with the agency
6 since before the Indiana Fair Housing Laws were
7 even on file or passed, so he is a good
8 individual to be able to share those with the
9 members that were at that event.

10 I presented to the Affordable Housing
11 Association of Indiana. They have monthly
12 fireside chat meetings for their members, so I
13 was able to provide a fair housing update to them
14 at the end of the month.

15 And then we had our first CORE event at
16 the Pike Township Small Claims Court in early
17 May, on the 6th, and then we have another one
18 coming up here on May 29th in Terre Haute, where
19 we're again on the public -- in the communities
20 sharing resources, educating, and then having the
21 ability to walk individuals through like the
22 intake process if they want to file a complaint
23 in person as well.

1 Some ongoing things, as you know, the
2 legislative session just ended. Our -- the
3 budget bill, over the course of the session,
4 varied as far as its impact on the agency.
5 Originally we were looking at a 16-percent cut.
6 It ended up where the agency had a five-percent
7 cut, but then there's also a five-percent reserve
8 that's being asked of all agencies on top of
9 that.

10 And then at the end of the day, the
11 Indiana Commission for Women was -- remained
12 removed as a line item in the budget. However,
13 the other Cultural Commissions still remained as
14 budget line items; however, each of them
15 experienced a five-percent cut, as did this
16 agency.

17 So, currently we're reviewing what all of
18 that means for ICRC given that, by statute, we're
19 still to provide administrative support and staff
20 for the -- for that Commission, so we're working
21 through all of that and what that means starting
22 on July 1st, when that biennium budget goes into
23 play.

1 As far as administrative rulemaking goes,
2 as I mentioned in the past, we've had some
3 rulemaking that we were required to do to publish
4 rules for the civil penalty portion of the Fair
5 Housing Act, and those have made it through all
6 of the approval processes.

7 And I just got notification this morning
8 that they're going to be published by the
9 Legislative Services Agency on June 18th, so
10 those will go into effect before July 1st, which
11 was when the legal requirement was to get all of
12 that stuff sorted out. So, we're good in that
13 regard.

14 As far as some metrics go, we're trending
15 upward in a lot of our numbers for this 2025
16 year. Our inquiries are up 13 percent. We've
17 had 971 so far through the end of April. Our
18 complaints are up 33 and a half percent. We've
19 had 382 formalized complaints. Our closures are
20 up 17 percent. We had 267 cases that we've
21 closed through the first four months.

22 And for funds obtained through mediation
23 services, we're at \$185,000 obtained through

1 mediation services this year so far through the
2 end of April. It's down from the same point last
3 year, where we had 259k, but again, still
4 recovery for individuals who have made
5 discriminatory practice claims to the agency.
6 And all of those settlements also include the
7 variety of affirmative relief that we seek
8 depending on the situation, whether it's notice
9 changes, policy changes, training requirements,
10 things of that nature.

11 So, the agency is doing a lot of great
12 work. We continue to do that. We currently
13 have 29 open litigation cases, which was down
14 from 44 at the same point last year, and we've
15 closed ten of those litigation cases so far this
16 year. Another one will be closed later on today,
17 hopefully, with your affirmative votes.

18 Any questions?

19 CHAIRPERSON SLASH: I don't have any
20 questions.

21 Does anyone have any questions?

22 (No response.)

23 CHAIRPERSON SLASH: No? Okay.

1 Thank you so much.

2 MR. FLEISCHHACKER: Yep.

3 CHAIRPERSON SLASH: Also good to hear
4 that the percentage of the cut was a little bit
5 less than originally --

6 MR. FLEISCHHACKER: Yes.

7 CHAIRPERSON SLASH: Thank you.

8 Okay. We'll go straight to our Old
9 Business, beginning with the case of Lynne
10 Million versus Senior Living Management
11 LLC/Whispering Pines Apartments,
12 Case HOha24060726. The case was assigned to
13 Vice-Chair Ramos.

14 VICE-CHAIR RAMOS: Madam Chair, I
15 recommend that we uphold the Director's finding
16 of no reasonable cause under the Indiana Fair
17 Housing Act and no probable cause under the
18 Indiana Civil Rights Law.

19 CHAIRPERSON SLASH: Thank you.

20 Is there a motion?

21 COMM. TOLLIVER: So moved.

22 CHAIRPERSON SLASH: Is there a
23 second?

1 COMM. HARRINGTON: Second.

2 CHAIRPERSON SLASH: Okay. All in
3 favor?

4 (Commission members responded, "Aye.")

5 CHAIRPERSON SLASH: Any opposed?

6 (No response.)

7 CHAIRPERSON SLASH: Okay. Motion
8 carries. We got through this one a little bit
9 faster than that 15 to 20.

10 This next case, Lydia Lum versus Trustees
11 of Indiana University, Case EMra23120955. This
12 case was assigned to Comm. Harrington; however,
13 we are here for oral argument today.

14 COMM. HARRINGTON: Uh-huh.

15 CHAIRPERSON SLASH: Do we have both
16 parties present?

17 MS. LUM: Yes.

18 MR. LOSTUTTER: We have.

19 MS. LUM: I'm here. Can you hear me?

20 CHAIRPERSON SLASH: Yes, we can --

21 MR. LOSTUTTER: Yes, we can.

22 CHAIRPERSON SLASH: -- hear you.

23 MR. LOSTUTTER: Sorry.

1 CHAIRPERSON SLASH: Do we have both
2 parties?

3 MR. LOSTUTTER: Yes.

4 MS. LUM: Yes, we have.

5 CHAIRPERSON SLASH: Okay. We can
6 hear you. I'm just going to give some kind of
7 some ground rules here. You each will have five
8 minutes. We will begin with Complainant, then
9 we'll hear from Respondent, and then you'll have
10 two minutes for rebuttal at the end.

11 MR. FLEISCHHACKER: If they want to
12 reserve time for it.

13 CHAIRPERSON SLASH: Oh, if you want
14 to reserve time, you can take from your five
15 minutes.

16 COMM. TOLLIVER: And I just want to
17 note for the record, I will ---

18 MS. LUM: Okay. Will you --

19 COMM. TOLLIVER: -- recuse from this.

20 MS. LUM: -- just tell me -- okay.

21 CHAIRPERSON SLASH: Okay.

22 Do you have that noted?

23 THE REPORTER: Yes.

1 MS. LUM: Will you give the signal to
2 start so that I know?

3 CHAIRPERSON SLASH: Yes, and once I
4 get a signal that we have the clock set, then I
5 can -- okay. You are free to begin.

6 COMM. HARRINGTON: Does she want time
7 for rebuttal?

8 CHAIRPERSON SLASH: Oh, I'm sorry.
9 Would you like to reserve time for rebuttal?

10 MS. LUM: For me? Yes. So, stop the
11 clock, if you don't mind, yeah, because I need to
12 figure out what the -- what's happening here.
13 I'm trying to -- repeat the question, please,
14 that you're asking. If I would like to have an
15 opportunity for rebuttal; was that the question?

16 CHAIRPERSON SLASH: Yes. So, you
17 have five minutes, and you can reserve a portion
18 of that so that you can use it for rebuttal.
19 Would you like to reserve any for rebuttal?

20 MS. LUM: Then I would subtract that
21 from the five minutes?

22 CHAIRPERSON SLASH: That's correct.

23 MS. LUM: Okay. Why don't we do the

1 following: I was not aware of that, so why don't
2 we reserve maximum two minutes, because my oral
3 argument is less than five --

4 CHAIRPERSON SLASH: Okay.

5 MS. LUM: -- maybe more than three.
6 Does that make sense?

7 CHAIRPERSON SLASH: That makes sense.
8 We'll just stop the clock when you're done and
9 take account of where the timer is.

10 MS. LUM: Fair enough.

11 CHAIRPERSON SLASH: Okay.

12 MS. LUM: So, you'll give me the
13 start?

14 CHAIRPERSON SLASH: Yes. You may
15 begin.

16 MS. LUM: Thank you.

17 The grounds for my appeal and request to
18 reverse the decision, there was no performance
19 review ever done for me at Indiana University
20 Southeast. All of the parties purely agree with
21 that, yet there was plenty of time. Prof. Ron
22 Allman, my supervisor, never did one, and he once
23 quoted me a text message, and I submitted that in

1 evidence. He was a procrastinator of major
2 proportions, so it didn't surprise me that
3 nothing happened.

4 When I checked in the fall of 2023 with
5 Human Resource, they said there never was one,
6 and that it actually had come from -- the
7 confirmation -- from Arts and Letters Dean
8 Barbara Kutis. She never indicated -- never did
9 a performance review for me either, formally
10 written, nor did her predecessor, Arts and
11 Letters Dean Mr. Jim Hesselman, who in fact
12 reiterated his support for being one of my
13 professional references, and he was deep into
14 retirement.

15 I was startled and disappointed to hear
16 during the investigation stage that Dean Kutis
17 had actually written the screening committee,
18 saying, "Do not consider Lydia Lum's application
19 if she applies." This is unlawful tampering, and
20 what I wish would have happened is she would have
21 left them alone to make a decision.

22 If there were actually concerns about my
23 performance, they could have interviewed me,

1 confronted me, and then be done with it, but they
2 did not. One member of that committee, and this
3 was submitted into evidence, his name is J.R.
4 Ramsey, a faculty member and former colleague,
5 wrote me on his own -- he didn't have to -- and
6 called me a champion of the students. They knew
7 that I was a very solid performer, that I was a
8 team player and a good colleague, and a champion
9 of the students, to quote J.R. Ramsey.

10 The journalism program at the University
11 had a history of disciplining and in fact
12 terminating someone. Prof. Rick Penney, who was
13 in a temporary role that preceded me, he was
14 dismissed. He was formally reprimanded and
15 dismissed because he didn't get along with
16 students, because he didn't get along with
17 colleagues. That year was the 2019-2020 school
18 year, and by the fall of 2019, he was told by the
19 administrator, "This isn't working out. Be ready
20 to pack your bags by the end of the school year."

21 The thing about John Boyle, Ron Allman
22 ordered me to write that e-mail. I had fended
23 him off for months, and Ron, because he knew

1 about the concerns and what had happened in the
2 classroom, I just let it go. Maybe he had a bad
3 moment, a bad whatever, a slip of the lip on the
4 recreational drug comment.

5 And I'll also say that the difficulty with
6 the radio station actually predated my hire.
7 They were unrelated to John Boyle's guest
8 instruction. In other words, the fact that there
9 was one really dedicated student general manager,
10 that shouldn't be put on John Boyle in 2022 and
11 before that, in 2021. He was a full-time
12 employee at the new radio station, as we agreed.
13 Therefore, those challenges had nothing to do
14 with John Boyle.

15 Similarly, I had, along with the students,
16 stabilized the radio station operations at the
17 time that I had separated. There were three
18 students, possibly four -- Jennifer Anderson,
19 Dawson Swift, Josh Breeden, and possibly Zach
20 Morris -- who had been installed as radio leaders
21 to replace that student, Carly Norman. There
22 were more shows going. At the time I joined
23 Indiana University Southeast, there was only one.

1 Was John Boyle a factor in the challenges
2 that were in 2021? No. He didn't cause them.
3 It's not that he was a bad instructor. He had a
4 full-time job. He did guest instruction, and
5 then he would leave. And then, you know, usually
6 my understanding was he would come back. And so,
7 to raise these concerns and the Dean overruling
8 my decision, that happened sometimes.

9 CHAIRPERSON SLASH: Excuse me.

10 MS. LUM: Did they raise concerns
11 about my performance? Yes.

12 CHAIRPERSON SLASH: Excuse me. I'd
13 like to let you know you're down to one minute.

14 MS. LUM: Okay.

15 CHAIRPERSON SLASH: You've almost
16 used your --

17 MS. LUM: If there was anyone --

18 CHAIRPERSON SLASH: -- entire five
19 minutes.

20 MS. LUM: -- concerned about my
21 performance -- yeah. If there was anyone
22 concerned about my performance, there would have
23 been written performance reviews for me.

1 I thank you, and will take your questions,
2 and that's all.

3 CHAIRPERSON SLASH: Thank you.

4 MR. GRIFFIN: Chair Slash, fellow
5 Commission members, thank you. Zach Griffin here
6 for Indiana University.

7 I just wanted to stand up in response to
8 the appeal for the Commission to stand by the
9 no-cause finding that was issued by the
10 investigator here, and clearly, the Complainant
11 has submitted a claim under the Indiana Civil
12 Rights Law. We feel that the University has
13 submitted ample evidence, as the Commission has,
14 as the investigator found, that legitimate
15 nondiscriminatory reasons were the basis for the
16 not hiring of Mrs. Lum.

17 We remain -- we believe that remains true
18 despite the oral argument presented here today,
19 and would be happy to respond to any questions
20 that the Commission has, but other than that,
21 we'll reserve the remainder of our time if
22 necessary.

23 Thank you.

1 CHAIRPERSON SLASH: Are there any
2 questions from Commissioners?

3 COMM. HARRINGTON: Yes, I have one.

4 In the documentation there was a comment
5 that said that there was a review regarding her
6 teaching practices. Was that shared with the
7 Complainant?

8 MR. GRIFFIN: As we sit here today,
9 Comm. Harrington, I'm not certain if that review
10 was shared with the Complainant. I do know that,
11 at least with regard to the hiring for the
12 full-time lecturer position, there were several
13 concerns brought by students, and those were the
14 concerns, as opposed to any consideration of the
15 Complainant's race, which ultimately led to the
16 hiring of someone else.

17 COMM. HARRINGTON: So, the complaints
18 from the students, were those shared with the
19 Complainant? So, there was a -- based on the
20 complaints, there was a review. You said you
21 don't know if that was shared. Do you know if
22 the actual complaints were shared with the
23 Complainant?

1 MR. GRIFFIN: I -- as we sit here,
2 Comm. Harrington, I'm not sure.

3 COMM. HARRINGTON: Okay.

4 CHAIRPERSON SLASH: Are there other
5 questions?

6 (No response.)

7 CHAIRPERSON SLASH: This is a little
8 unorthodox. We still have about 45 seconds for
9 the Complainant; correct?

10 MR. FLEISCHHACKER: If she wishes to
11 use those, yes.

12 CHAIRPERSON SLASH: If you wish to
13 speak, you have 45 seconds remaining on your
14 timer, if you would like to rebut anyway.

15 MS. LUM: Thank you. You tell me --
16 would you tell me to start, and I'll start?

17 CHAIRPERSON SLASH: Sure. You may
18 begin.

19 MS. LUM: Thank you.

20 I want to emphasize what Mr. Griffin just
21 said, if he's not sure if anything was shared.
22 That's because there was nothing shared. There
23 was no written performance reviews, nor anything

1 to give me any indication that I should not apply
2 for the position, that there was anything out of
3 the ordinary.

4 I should have been considered, and while I
5 respected the hiring decision and things like
6 that, I feel there were factors that brought up
7 my revisiting this and filing the formal
8 complaint. And the fact is: This was not shared
9 with me, the complaints of -- whatever they were,
10 and I would ask that this decision be reversed
11 and then go from there.

12 But again, no performance reviews, these
13 were not shared with me, and that's my rebuttal
14 on that.

15 CHAIRPERSON SLASH: Thank you, and
16 that's also time.

17 Any additional questions, Commissioners --

18 MS. LUM: Thank you.

19 CHAIRPERSON SLASH: -- prior to us
20 hearing -- did you want any additional time?

21 MR. GRIFFIN: I think we're good.
22 Thank you, Chair Slash.

23 CHAIRPERSON SLASH: Okay.

1 We'll hear your recommendation,
2 Comm. Harrington.

3 COMM. HARRINGTON: Let me say this:
4 So, I would like this actually to go back,
5 because my concern is that the Complainant was
6 indicated unqualified during previous
7 performance, but there's no evidence in what was
8 submitted to me or could be verified here today
9 in the oral argument. So, I'd like to recommend
10 it back for additional investigation on providing
11 evidence of the performance issue.

12 MR. FLEISCHHACKER: Yeah, under the
13 original investigator's role?

14 COMM. HARRINGTON: Uh-huh.

15 MR. FLEISCHHACKER: So, you want to
16 refer it back for further investigation --

17 COMM. HARRINGTON: For --

18 MR. FLEISCHHACKER: -- with those
19 stipulations?

20 COMM. HARRINGTON: Specifically, yes.

21 CHAIRPERSON SLASH: For evidence of
22 the --

23 COMM. HARRINGTON: Evidence of the

1 performance issues, since it's not in this
2 document as stated.

3 VICE-CHAIR RAMOS: Motion to agree
4 with the Commissioner to refer back for further
5 investigation.

6 CHAIRPERSON SLASH: Is there a
7 second?

8 COMM. JACKSON: Second.

9 CHAIRPERSON SLASH: Second,
10 Comm. Jackson. All in favor?

11 (Commission members responded, "Aye.")

12 CHAIRPERSON SLASH: Aye. Okay.
13 Motion carries, so this one has been referred
14 back.

15 Thank you for coming in today, and thanks
16 for calling in today.

17 MS. LUM: Thank you.

18 CHAIRPERSON SLASH: The next case,
19 Dennis Oelheim versus WIN Energy REMC,
20 Case EMha23110920. This case is also here for
21 oral argument. Do we have both parties present?

22 MR. LOSTUTTER: We have the
23 Respondent's representative. I do not believe

1 that we have the Complainant.

2 CHAIRPERSON SLASH: Okay.

3 MR. LOSTUTTER: I do not see the
4 Complainant in here, and I do not believe that is
5 them up there on the screen.

6 CHAIRPERSON SLASH: Okay. With that
7 being said, you have five minutes, if you'd like
8 to share.

9 MS. BEARD: Sure.

10 MR. FLEISCHHACKER: First, could you
11 read in the case name and the cause number?

12 CHAIRPERSON SLASH: The what?

13 MR. FLEISCHHACKER: The case name and
14 the cause number.

15 CHAIRPERSON SLASH: Yes.

16 MR. FLEISCHHACKER: Have you read
17 that in there?

18 CHAIRPERSON SLASH: Uh-huh.

19 MR. FLEISCHHACKER: Okay.

20 CHAIRPERSON SLASH: I thought I did.

21 MR. LOSTUTTER: You did.

22 COMM. TOLLIVER: You did.

23 CHAIRPERSON SLASH: Okay. It's a

1 Monday. All mistakes happen on Monday.

2 MS. BEARD: Ready?

3 CHAIRPERSON SLASH: Sure.

4 MS. BEARD: My name's Leslie Beard.

5 I'm the CEO at WIN Energy REMC. I'm here to

6 represent the company.

7 And just real quick, this case has been
8 going on since November 2023, about a year and a
9 half, and so, I'm just here to request from the
10 Commission that you uphold the findings of no
11 probable cause, and for two reasons: One, the
12 appeal is untimely, so just kind of to briefly go
13 over the timeline, November 27th, 2023, former
14 employee Dennis Oelheim filed a charge of
15 disability, claiming that he was discriminated
16 against because of an alleged disability.

17 In December of 2024, the Commission issued
18 a finding of no probable cause, and it
19 specifically stated in there at least three times
20 that he had 15 days to file an appeal, and I do
21 have a tracking from the Post Office that he
22 picked up the notice of finding from the Post
23 Office on December 31st, 2024. The appeal was

1 filed 52 days later, on February 21st, 2025.

2 The second reason is that the Complainant
3 expressly acknowledges that he's not disabled.
4 So, in his appeal, he states that his is not a
5 member of a protected class and not disabled.
6 So, therefore, the charge of discrimination based
7 on the alleged disability has no merit.

8 Thank you.

9 CHAIRPERSON SLASH: Thank you.

10 And once again, I'll ask if the -- if the
11 Complainant is present on-line.

12 (No response.)

13 CHAIRPERSON SLASH: Okay. With that
14 being said, are there any questions from
15 Commissioners?

16 (No response.)

17 CHAIRPERSON SLASH: Okay. This case
18 was assigned to Vice-Chair Ramos.

19 Do you have a recommendation?

20 VICE-CHAIR RAMOS: Yes. Madam Chair,
21 I recommend that we uphold the Director's finding
22 no probable cause for all three issues.

23 CHAIRPERSON SLASH: Is there a mo --

1 yes. Is there a motion?

2 (No response.)

3 CHAIRPERSON SLASH: I'll move. Is
4 there a second?

5 COMM. HARRINGTON: Second.

6 COMM. BLACKBURN: Second.

7 CHAIRPERSON SLASH: So, motion from
8 myself and a second from Comm. Harrington. All
9 in favor?

10 COMM. TOLLIVER: Can I ask an
11 additional question first? Is this more
12 appropriate for a dismissal if there is no
13 disability?

14 MR. FLEISCHHACKER: Well, there was
15 the -- the notice of finding was that there was
16 no cause for the claims that were presented to
17 the Commission, so ultimately, if there was no
18 disability, you would arrive at the same result
19 regardless. So, upholding the decision would --
20 in effect, dismisses the complaint.

21 COMM. TOLLIVER: Okay. I just didn't
22 know if the no probable cause is based on a
23 factual determination as opposed to dismissal

1 would be a procedural --

2 MR. FLEISCHHACKER: Yeah. Well --
3 and it's before the Commission on the factual
4 determination, so that's what's before you.

5 COMM. TOLLIVER: Okay.

6 CHAIRPERSON SLASH: Does it satisfy
7 your question?

8 COMM. TOLLIVER: Yes.

9 CHAIRPERSON SLASH: Okay.

10 So, we were at the vote. All in favor?

11 (Commission members responded, "Aye.")

12 CHAIRPERSON SLASH: Any opposed?

13 (No response.)

14 CHAIRPERSON SLASH: Okay. Motion
15 carries.

16 The next case is Jennifer Illyes versus
17 Jim's Chrome Zone d/b/a Bob's Chrome Zone,
18 Case EMse23110924, and this case was assigned to
19 me, and my recommendation is that we uphold the
20 Deputy Director's finding of no probable cause on
21 both issues. Is there a motion?

22 COMM. TOLLIVER: So moved.

23 CHAIRPERSON SLASH: Is there a

1 second?

2 COMM. JACKSON: Second.

3 COMM. HARRINGTON: Second.

4 CHAIRPERSON SLASH: Okay. We'll take
5 the motion from Comm. Tolliver, the second,
6 Comm. Jackson. All in favor?

7 (Commission members responded, "Aye.")

8 CHAIRPERSON SLASH: Any opposed?

9 (No response.)

10 CHAIRPERSON SLASH: The next case,
11 Todd Boyce versus Dana Incorporated,
12 Case EMse23060566. The case was assigned to
13 Comm. Tolliver.

14 COMM. TOLLIVER: There were three
15 issues, and the recommendation was the same for
16 each, so I recommend we uphold the Commission's
17 finding of no probable finding under the Indiana
18 Civil Rights Law.

19 CHAIRPERSON SLASH: All right.

20 Is there a motion?

21 VICE-CHAIR RAMOS: So moved.

22 CHAIRPERSON SLASH: Is there a
23 second?

1 COMM. JACKSON: Second.

2 COMM. BLACKBURN: Second.

3 CHAIRPERSON SLASH: Motion from
4 Vice-Chair Ramos, Second, Comm. Blackburn. All
5 in favor?

6 (Commission members responded, "Aye.")

7 CHAIRPERSON SLASH: Any opposed?

8 (No response.)

9 CHAIRPERSON SLASH: Okay.

10 The next case is here for oral argument.
11 Katrina Williams versus Englewood Development
12 Corpora -- or Development Company, Inc. d/b/a The
13 Englewood Group & Richmond Apartments LP,
14 Case HOha24101035. This case was assigned to
15 Comm. Jackson; however, we are here for oral
16 argument, so we'll begin with oral argument. The
17 same instructions as we had before. Do we
18 have --

19 MR. LOSTUTTER: The Complainant --
20 the Complainant is here.

21 CHAIRPERSON SLASH: Okay. And do we
22 have a representative from the Respondent?

23 MR. LOSTUTTER: We do indeed.

1 CHAIRPERSON SLASH: Okay. So, we'll
2 begin with the Complainant.

3 You have five minutes. You can let us
4 know if you'd like to reserve some of that for
5 rebuttal.

6 MS. WILLIAMS: What does that mean?

7 CHAIRPERSON SLASH: So, essentially,
8 you'll get to talk first, and then they'll get to
9 talk, and then if you would like to reserve some
10 time to respond to what they say, that will be
11 your rebuttal.

12 MS. WILLIAMS: Yes, ma'am.

13 CHAIRPERSON SLASH: Okay. So, you
14 have five minutes. Would you like to reserve any
15 of that time?

16 MS. WILLIAMS: Yes, ma'am.

17 CHAIRPERSON SLASH: Do you know how
18 much of it you might want to save, or do you just
19 want us to stop the time when you're done?

20 MS. WILLIAMS: Yes, ma'am --

21 CHAIRPERSON SLASH: Okay.

22 MS. WILLIAMS: -- that would be --
23 that'll be fine.

1 CHAIRPERSON SLASH: We can do that.

2 THE REPORTER: I'm having a little
3 bit of trouble hearing her.

4 CHAIRPERSON SLASH: Oh, so, make sure
5 when you speak up, you speak up loud enough so
6 our court reporter can hear you.

7 MS. WILLIAMS: Yes, ma'am.

8 CHAIRPERSON SLASH: Thank you.

9 And would you like to reserve any of your
10 time?

11 MS. SURAK: Sure. We'll just have
12 you stop the time.

13 CHAIRPERSON SLASH: We're just going
14 to go with it today. Today we're going to stop
15 time and return to time. And I'll announce it at
16 the end. That way, we kind of are all on the
17 same page.

18 Okay. We'll begin.

19 MS. WILLIAMS: Do I stand up?

20 CHAIRPERSON SLASH: If you'd like,
21 you may.

22 MS. WILLIAMS: My name is Katrina,
23 and I'm here on the appeal with the Englewood

1 Development Company. I lived in Cedar Cliff
2 Apartments in Richmond, Indiana for two -- a
3 little bit over two and a half years.

4 I had a problem with my heat. I kept
5 putting in for -- that my heat is not working, my
6 house was cold, my apartment. No resolution.
7 They said that it was being resolved, but it
8 really wasn't resolved. I didn't know why I was
9 the only one without heat for the two years that
10 I stayed in Cedar Cliff.

11 I got ready to move and was asking about
12 could I move like -- well, no. We had our lease
13 coming up, and when I asked about my lease coming
14 up, I was asking them could I go on
15 month-to-month, because I knew, with the heat
16 being out the two years, the two winters I was
17 there, I wasn't going to stay another year, so I
18 asked about a month-to-month.

19 The apartment manager was saying they
20 don't do month-to-month. I got a copy of my
21 lease from her, and I seen that I did have the
22 right to go on a month-to-month, and so, I asked
23 her about it. She said she didn't know that it

1 was even in our lease. I asked her to ask the
2 management about it, you know, the corporate --
3 corporate, and they told her that it's a clause
4 in their lease, but they do not use it.

5 I didn't understand, so I had Housing in
6 Richmond speak with their corporate directly, and
7 was basically told -- like she told them the same
8 thing, "It was a clause in the lease. You need
9 to use it or take it out of that lease." And
10 they told her, "Well, tell Katrina to put in her
11 30 days."

12 I did that. When I did that, it seemed
13 like all was broke loose. I was charged all of
14 these charges, saying I didn't pay my rent. I
15 got a receipt for my rent. Damage -- like I
16 guess damages or whatever when I left out, like
17 they kept my whole security deposit. Just all of
18 these bogus charges I seen.

19 And so, I noticed until I contacted HUD
20 discrimination, those charges went down
21 drastically, but I still feel like I shouldn't be
22 charged anything, because they broke the
23 clause -- broke the lease. So, we moved out

1 because they knew they broke that lease, and I
2 feel like I was discriminated against, being
3 without heat.

4 Things were said from management to me,
5 the maintenance supervisor, pertaining to my --
6 you know, even though I was disabled, him and his
7 fiancée who works in the office as management.
8 So, I just -- I didn't understand why he told me,
9 he said, "I wish I could sit at home one day."
10 And then one day when he was in my house to do a
11 maintenance request, I was just like, "Well, you
12 could if you was disabled," you know.

13 I'm just happy to be out of there, but I
14 definitely want this case to be relooked at.

15 CHAIRPERSON SLASH: Thank you.

16 And how much time does she have left?

17 MR. FLEISCHHACKER: 1:22.

18 CHAIRPERSON SLASH: You have a minute
19 and 22 when we get back to you; okay?

20 MS. WILLIAMS: Yes, ma'am.

21 CHAIRPERSON SLASH: You may begin.

22 MS. SURAK: My name's Julia Surak,
23 and I work for Englewood Development, Englewood

1 Group, Richmond Apartments.

2 I just feel that we've provided all of the
3 documentation showing that there was no
4 discrimination, and would like you to continue
5 with the no findings. I don't have anything else
6 to add or -- to what she had to say.

7 Thank you.

8 CHAIRPERSON SLASH: Thank you. You
9 can also choose to save time.

10 If you'd like to share, you may.

11 MS. WILLIAMS: Could I?

12 CHAIRPERSON SLASH: You have a minute
13 and 22 seconds.

14 MS. WILLIAMS: And just to speak
15 on -- I guess I seen the finding that they
16 brought in, and to go off of their documents, I
17 wouldn't go off their documents, because I was
18 charged \$1500 -- \$1544 on the final account
19 statement, and it was false, it wasn't true. And
20 like I said, it wasn't changed until I reached
21 out to HUD about the discrimination that went on
22 with me. So, I wouldn't go off of what their
23 documents say.

1 I have made requests over and over again
2 about my heat being out. When I asked for all
3 copies of all of my work orders, they only had
4 two on record with me complaining about the heat,
5 and it's -- it was always -- like I complained
6 over and over and over until, like I said, it
7 didn't get fixed until they had a HUD inspection
8 April 14th, 2024. That was the day that they
9 finally sent someone out to fix my heat, because
10 they didn't know which unit they were going to
11 choose to inspect, they say.

12 Thank you.

13 CHAIRPERSON SLASH: Thank you.

14 Commissioners, are there any questions?

15 COMM. BLACKBURN: I want to know what
16 happened when you sought to have your case moved
17 to HUD.

18 Did we then lose jurisdiction?

19 MR. FLEISCHHACKER: It sounds like
20 she may have started at HUD and HUD may have
21 transferred it to us. Both us and HUD have dual
22 jurisdiction over cases, so oftentimes they'll
23 move cases to us for investigation, or it may

1 stay with them.

2 So, if she initiated the complaint with
3 HUD, they may have referred that to us for
4 investigation, so we -- if HUD retained it, then
5 they're going to do that and we don't investigate
6 it; we rely on their determination for a matter.
7 But they've sent it to us, so we're the ones who
8 investigated it.

9 COMM. BLACKBURN: There certainly
10 seems to be a problem with communication, or
11 miscommunication, as the case may be, but on what
12 grounds are you suing for being discriminated
13 against?

14 MS. WILLIAMS: I feel like I was
15 discriminated against my disability and my race.

16 COMM. BLACKBURN: Your disability --

17 MS. WILLIAMS: Yes, ma'am.

18 COMM. BLACKBURN: -- at what? What
19 is the disability?

20 MS. WILLIAMS: I have complex
21 regional pain syndrome. I was in an accident on
22 the job years ago and severed -- a nerve was
23 severed in my body.

1 COMM. BLACKBURN: Thank you.

2 CHAIRPERSON SLASH: Are there any
3 additional questions?

4 COMM. HARRINGTON: Just one, for
5 clarification.

6 You mentioned that there was \$1500 that
7 you were charged, and then you said it was
8 changed. What was changed?

9 MS. WILLIAMS: This final account
10 statement was changed, and I noticed it was only
11 after I put in the complaint with HUD
12 Discrimination.

13 COMM. HARRINGTON: So, they didn't
14 charge you \$1500 after your complaint?

15 MS. WILLIAMS: No, they changed the
16 amount. I'm still being charged like 699 or
17 something like that.

18 COMM. HARRINGTON: Okay. So, it was
19 reduced from 1500 to about 700?

20 MS. WILLIAMS: (Nodded head yes.)

21 COMM. HARRINGTON: Okay.

22 MS. WILLIAMS: Yes, ma'am.

23 CHAIRPERSON SLASH: Any additional

1 questions?

2 VICE-CHAIR RAMOS: I have a question.

3 CHAIRPERSON SLASH: Uh-huh.

4 VICE-CHAIR RAMOS: Did you work
5 through remediation to try to come to any kind of
6 solution to the situation?

7 MS. WILLIAMS: We have not. I didn't
8 know that that was -- I didn't know how to go
9 about it.

10 CHAIRPERSON SLASH: Do you have any
11 questions?

12 COMM. TOLLIVER: I do not.

13 CHAIRPERSON SLASH: Okay.

14 COMM. JACKSON: So, do you know what
15 the policy was? You said you put in your 30
16 days' notice?

17 MS. WILLIAMS: (Nodded head yes.)

18 COMM. JACKSON: Do you know what the
19 policy was, or is, for breaking the lease?

20 MS. WILLIAMS: It says that it's a
21 buyout fee. Yes, sir, it says it's a buy -- I
22 guess it's somehow a buyout fee, but I didn't
23 understand in the beginning why I wasn't able to

1 do my month-to-month after I gave them the 12 --
2 like 12 months. You can go on month-to-month.

3 Brittany, the apartment manager, kept
4 telling me, "No, that's not an option, we don't
5 do it, we don't do it. So, I asked her, "Could I
6 get a copy of my lease?" And I looked in the
7 lease, and it's Section 3. I have the right to
8 go on month-to-month. I don't understand why I
9 wasn't given that right.

10 COMM. JACKSON: And what is the
11 policy?

12 MS. SURAK: For the -- for
13 month-to-month, or for the lease termination?

14 COMM. JACKSON: Well, she was -- she
15 said she was told to break -- or to move, or put
16 in a 30 --

17 MS. SURAK: We never told her that
18 she had to give 30-day notice. I don't know the
19 exact language off the top of my head, but the
20 language in the lease says that if the lease is
21 not renewed, it automatically goes
22 month-to-month. However, we don't allow people
23 to stay month-to-month. It's a low-income

1 housing, tax-credit property.

2 So, we require them to sign a 12-month
3 lease when they recertify through the low-income
4 housing tax-credit qualification. So, we don't
5 allow any of our tenants to stay month-to-month,
6 so we require them to sign a new lease when they
7 recertify.

8 So, she signed a new lease when she
9 recertified. We have them sign an addendum that
10 if they want -- if they need to break their lease
11 for any reason, there's a lease buyout of either
12 700 -- \$750 or \$950, based on if they're in their
13 first month lease or if they've been a tenant for
14 longer than 12 months.

15 COMM. JACKSON: So, what happened in
16 this case? I mean --

17 MS. SURAK: She said that she wanted
18 to move out. We told her that the lease buyout
19 was 750. She said that she wanted to go
20 month-to-month. We told her, "There is no option
21 to go month-to-month." She had already signed a
22 new lease, and then she gave her 30-day notice,
23 and we told her there would be the lease buyout

1 that she would have to pay.

2 COMM. JACKSON: So, there's no option
3 in the lease to go month-to-month?

4 MS. SURAK: No. None of our tenants
5 are allowed to go month-to-month. Not a single
6 one of our tenants at this property, or any of
7 our properties, for that matter, are
8 month-to-month.

9 COMM. HARRINGTON: Clarification:
10 Not what is allowed, but what does your
11 documentation say? Is there a clause in there
12 that says they could go month-to-month?

13 MS. SURAK: No. It just says that if
14 your lease expires, it automatically goes
15 month-to-month. It just says that -- it's not
16 saying that you automatically have to move out
17 on, you know, the date that your lease
18 terminates. That's all it says.

19 COMM. JACKSON: But the -- but the
20 document says that it automatically goes
21 month-to-month?

22 MS. SURAK: It would if you don't
23 renew, which she renewed her lease.

1 corporate office, "If you would, please e-mail
2 the property and myself that information for your
3 30-days' notice." Like they let me leave, and
4 then they wanted to sue me for leaving. I have
5 copies.

6 COMM. JACKSON: I just have one other
7 question: You -- in your preliminary remarks,
8 you said you were -- let me ask you this: How
9 many units are in that apartment complex?

10 MS. SURAK: Forty-eight.

11 COMM. JACKSON: I was --

12 Do you know? Do you know?

13 MS. WILLIAMS: I don't know, sir.

14 COMM. JACKSON: You don't know how
15 many units are in there?

16 MS. WILLIAMS: No, sir.

17 COMM. JACKSON: You don't?

18 MS. WILLIAMS: How many units is in
19 the whole community --

20 COMM. JACKSON: Yeah.

21 MS. WILLIAMS: -- of Cedar Cliff? I
22 would say about --

23 COMM. JACKSON: I mean definitively,

1 do you know how many units are there?

2 MS. WILLIAMS: I would say about 50
3 to 70.

4 COMM. JACKSON: Well, not "about."
5 Can you tell -- do you know, yes or no, how many
6 are --

7 MS. WILLIAMS: No.

8 COMM. JACKSON: Okay. But you said
9 you were the only one without heat?

10 MS. WILLIAMS: Yes, sir.

11 COMM. JACKSON: How would you know
12 that?

13 MS. WILLIAMS: I think they would
14 have been here, somebody would have been here
15 before me with their case, and I just -- I didn't
16 know too many neighbors out there, but I think it
17 would have been heard.

18 COMM. JACKSON: So, you believe you
19 were the only one without heat there?

20 MS. WILLIAMS: Yes, sir, for two
21 years, yes, sir.

22 COMM. JACKSON: Okay.

23 VICE-CHAIR RAMOS: Question.

1 MS. WILLIAMS: Two whole years.

2 CHAIRPERSON SLASH: We have an
3 additional question down here.

4 VICE-CHAIR RAMOS: Is your -- is your
5 primary objection that you don't want to have to
6 pay the fees that are outstanding because you've
7 already determined that you wanted to go
8 someplace else? Is that the primary part of your
9 concern?

10 MS. WILLIAMS: Can you say that one
11 more time?

12 VICE-CHAIR RAMOS: So, I think you
13 have like 1700 whatever dollars are outstanding
14 that are due; right? Is that your primary
15 concern, you just don't want to have to pay and
16 then move someplace else? I'm just -- I'm kind
17 of a little confused on that.

18 MS. WILLIAMS: I've already moved.
19 That is not my concern. My concern was right is
20 right, and I was wronged. I felt like I was
21 discriminated against for my disability and my
22 race.

23 VICE-CHAIR RAMOS: Good to know.

1 Thank you.

2 COMM. BLACKBURN: Were you in a
3 handicap unit?

4 MS. WILLIAMS: No, ma'am, I -- no,
5 ma'am.

6 COMM. BLACKBURN: How do they know
7 you were handicapped?

8 MS. WILLIAMS: Because it's a HUD
9 property, so when you fill out the initial
10 application, you've got to give them all of your
11 information. My rent each month was paid. I
12 spoke to Brittany and asked her, "Could I pay on
13 the 3rd instead of the 1st?" And she said, "Most
14 people on disability do it that way. Most people
15 who are disabled or on Disability and Social
16 Security, Ms. Williams, pay on the 3rd when they
17 get their second check." So, they were well
18 aware that I was disabled.

19 COMM. BLACKBURN: First you said they
20 didn't know --

21 MS. WILLIAMS: No, they knew.

22 COMM. BLACKBURN: -- now you're --

23 MS. WILLIAMS: They knew.

1 COMM. BLACKBURN: -- saying they did
2 know that you're handicapped but not in a
3 handicap unit.

4 MS. WILLIAMS: They knew I was
5 disabled. When you fill out the application,
6 they ask all of those questions, with it being in
7 Section something, like in a HUD community. So,
8 they knew. And I had to turn in my income
9 information to them in the very beginning, and my
10 only source of income is my disability and Social
11 Security.

12 MS. SURAK: The application does not
13 specifically ask if somebody is disabled or
14 handicapped. It does ask what your source of
15 income is, and some people do say that it is SSI
16 or SSE, but we don't specifically ask if somebody
17 is disabled or not on the application.

18 COMM. BLACKBURN: Hmm.

19 CHAIRPERSON SLASH: Are there any
20 further questions?

21 COMM. TOLLIVER: Does somebody have
22 the actual language of the month-to-month
23 provision?

1 MS. SURAK: It's on the lease that we
2 provided to you. I don't have it in front of me.

3 COMM. JACKSON: That's pretty
4 standard in most --

5 COMM. TOLLIVER: I just didn't know
6 if it was permissive or --

7 COMM. JACKSON: Most property leases
8 have --

9 MS. SURAK: And I want to say it's
10 under -- it's under "Lease Terms." I want to say
11 it's Section 4. I could be off. We have several
12 different leases that we use, but --

13 MS. WILLIAMS: I have a copy.
14 Section 3.

15 MR. EVANS: Chairwoman?

16 (Discussion off the record.)

17 COMM. TOLLIVER: Okay. So,
18 paragraph 3, the initial term of this lease shall
19 be one year beginning April 18, 2024 and ending
20 on April 17, 2025 unless renewed. Tenants --
21 tenancy shall be considered month-to-month if
22 tenant continues in possession after the end of
23 the term unless this lease is renewed.

1 CHAIRPERSON SLASH: Thank you.

2 MS. WILLIAMS: And I wasn't given --
3 like she didn't tell me that it was an option.
4 She told me if I don't renew the 12 months, they
5 would start the eviction process on me.

6 CHAIRPERSON SLASH: Thank you.

7 Are there any additional questions,
8 Commissioners?

9 (No response.)

10 CHAIRPERSON SLASH: Okay. Hearing
11 none, this case was initially assigned to
12 Comm. Jackson.

13 Do you have a recommendation?

14 COMM. JACKSON: Uphold the Director's
15 finding -- there was three issues -- to uphold
16 the Director's finding of no probable cause.

17 CHAIRPERSON SLASH: Okay. So, there
18 were three issues in the motion that's been
19 recommended, that we uphold the Deputy Director's
20 finding --

21 COMM. JACKSON: Uh-huh.

22 CHAIRPERSON SLASH: -- correct?

23 Okay. And the first issue is no probable cause,

1 no reasonable cause; the second issue is no
2 probable cause; and the third issue is no
3 probable cause and no reasonable cause.

4 Okay. Is there a motion?

5 COMM. TOLLIVER: So moved.

6 CHAIRPERSON SLASH: Is there a
7 second?

8 (No response.)

9 CHAIRPERSON SLASH: Okay. I will
10 second. All in favor?

11 (No response.)

12 CHAIRPERSON SLASH: Would you like to
13 have a voice vote, or --

14 COMM. HARRINGTON: Aye.

15 CHAIRPERSON SLASH: Okay. I'll do it
16 one more time. All in favor?

17 (Commission members responded, "Aye.")

18 CHAIRPERSON SLASH: Okay. Is there
19 any opposed?

20 VICE-CHAIR RAMOS: Aye.

21 CHAIRPERSON SLASH: Okay. One
22 opposed.

23 Thank you for coming.

1 MS. WILLIAMS: Uh-huh.

2 CHAIRPERSON SLASH: The ayes carry.

3 The next case, Andre Abron versus RMK
4 Management Corporation & New Lakes At 8201
5 Property LLC, Case HOha24090912. This case was
6 assigned to Comm. Silberberg; however, she is not
7 present. Do we have the --

8 MR. LOSTUTTER: No.

9 CHAIRPERSON SLASH: -- Respondent
10 or --

11 MR. LOSTUTTER: We do have the
12 Respondent.

13 MR. OSTOJIC: Yes, Respondent is
14 present.

15 CHAIRPERSON SLASH: Okay. We have
16 the Respondent present, but we do not have the
17 Complainant?

18 MR. LOSTUTTER: We do not have the
19 Complainant, and did not receive anything from
20 Comm. Silberberg, you know, as far as a
21 recommendation.

22 CHAIRPERSON SLASH: Okay. Well, in
23 fact, we haven't had this position before.

1 MR. FLEISCHHACKER: You can proceed,
2 since it was set for a public hearing, and you
3 can proceed without Comm. Silberberg's
4 recommendation based on the information that's
5 been previously provided and the information
6 that's been provided today. Complainant was
7 given notice to appear today for the oral
8 argument. He, in fact, was the one who requested
9 it.

10 CHAIRPERSON SLASH: Okay.

11 MR. FLEISCHHACKER: So, the
12 Commission can proceed if it wants to, or if it
13 wants to wait on Comm. Silberberg, then you could
14 continue it to another date.

15 CHAIRPERSON SLASH: Okay.

16 I hate to do this to you.

17 MR. OSTOJIC: Oh, I -- a
18 two-and-a-half-hour drive.

19 COMM. JACKSON: Oh, man.

20 MR. OSTOJIC: I came from --

21 CHAIRPERSON SLASH: Commissioners --

22 MR. OSTOJIC: -- Porter County.

23 CHAIRPERSON SLASH: -- do you feel

1 comfortable proceeding?

2 COMM. TOLLIVER: I do.

3 CHAIRPERSON SLASH: Okay.

4 COMM. JACKSON: Yeah.

5 CHAIRPERSON SLASH: If that's the
6 case, then we'll begin.

7 You have five minutes.

8 MR. OSTOJIC: Oh, just briefly, Your
9 Honor.

10 CHAIRPERSON SLASH: Okay.

11 MR. OSTOJIC: My name is Dan Ostojic.
12 I'm the attorney representing New Lakes, the
13 Respondent, New Lakes as well as RMK Management
14 Corporation.

15 It's our position that the three issues
16 that were raised by the Complainant were fully
17 investigated, multiple documentary evidence was
18 provided, both by Mr. Abron as well as by the
19 defense. The witnesses and the parties were
20 completely interviewed, and the Deputy Director
21 found that -- on all three issues -- that no
22 reasonable cause and no probable cause to believe
23 an unlawful discriminatory practice occurred in

1 this instance. As -- we would ask that the --
2 that that decision be upheld today.

3 Just briefly, Mr. Abron did file a
4 Chapter 13 bankruptcy, which one of his
5 allegations are that we attempted to unlawfully
6 evict him in response to him filing this
7 complaint. That's simply untrue, and it was
8 found to be untrue.

9 We filed the proper relief from the stay
10 in the Bankruptcy Court in order to pursue an
11 eviction. That ultimately took about three
12 months, during which period of time we did not
13 receive any rent at all. Ultimately, the
14 Chapter 13 bankruptcy petition was dismissed and
15 was not confirmed by the Court.

16 Mr. Abron's been out of the property for
17 several months now, and he still owes -- since
18 his bankruptcy did not get approved, he still
19 owes in excess of six or seven thousand dollars
20 in back rent. We do not feel that any
21 attempts -- and all of his concerns were
22 addressed in a timely fashion by our companies,
23 and we just ask, you know, based upon the length

1 of time that this has taken, that the three
2 findings be upheld.

3 CHAIRPERSON SLASH: Commissioners,
4 any of you have any questions?

5 COMM. TOLLIVER: I don't.

6 CHAIRPERSON SLASH: Okay. Is
7 there -- since we do not have Comm. Silberberg,
8 is there someone who would like to propose or
9 make a motion? Three issues we have.

10 COMM. TOLLIVER: So, there are three
11 issues, so I recommend that we uphold the
12 Commission's finding of no reasonable cause under
13 the Indiana Fair Housing Act, no probable cause
14 under the Indiana Civil Rights Law for the first
15 issue; for the second issue, no reasonable cause
16 finding under the Indiana Fair Housing Act, no
17 probable cause under the Indiana Civil Rights Law
18 for the second issue; and for the third issue, no
19 reasonable cause finding under the Indiana Fair
20 Housing Act, no probable cause claim under the
21 Indiana Civil Rights Law.

22 CHAIRPERSON SLASH: Thank you.

23 VICE-CHAIR RAMOS: Second.

1 CHAIRPERSON SLASH: Second

2 Comm. Ramos. All in favor?

3 (Commission members responded, "Aye.")

4 CHAIRPERSON SLASH: Any opposed?

5 (No response.)

6 CHAIRPERSON SLASH: Okay. Ayes
7 carry.

8 Thank you. And thank you for your time.

9 The next case was continued, but I want to
10 read it into the record. Lensay Lee Bowling
11 versus Harrah's Hoosier Park Racing & Casino,
12 Case EMre23110897. This case was to be heard for
13 oral argument, and has been continued to next
14 month. That concludes our Old Business.

15 Now, New Business. I'm going to try to
16 assign these based on who may have had a lighter
17 load this month. The first case, Lucenia
18 Williams versus Vuteq USA, Inc. - Indiana,
19 Case EMha23080637, Comm. Tolliver.

20 COMM. TOLLIVER: Does that mean I
21 didn't have much this month?

22 CHAIRPERSON SLASH: You didn't have
23 as much as the others did. We have three.

1 Lakeasha Boyd versus Twenty-Four Eight Hoosiers,
2 LLC d/b/a Hand & Stone, Case EMra23120929, that
3 one I'll assign to myself. Rogelio Vasquez
4 Arrequin.

5 MR. LOSTUTTER: Arrequin.

6 CHAIRPERSON SLASH: Okay. Versus
7 Leveridge Lawn Care, Inc., Case EMno23100807,
8 that case will be assigned to Comm. Jackson. All
9 three of those are requesting oral argument, so
10 try to stay focused just a bit.

11 And so, we also have an ALJ decision,
12 Case -- I'm sorry -- ICRC/Christine Harris versus
13 Dominic Pitzel, Case HOra -- HOra21040110. The
14 Administrative Law Judge in this matter has
15 granted the Complainant's Motion for Dismissal as
16 the parties have reached a settlement. The
17 objection period in this has closed.

18 Is there a motion to affirm?

19 VICE-CHAIR RAMOS: So moved.

20 CHAIRPERSON SLASH: Is there a
21 second?

22 COMM. JACKSON: Second.

23 CHAIRPERSON SLASH: All in favor?

1 (Commission members responded, "Aye.")

2 CHAIRPERSON SLASH: Any opposed?

3 (No response.)

4 CHAIRPERSON SLASH: Okay. And then
5 this one is an ALJ decision to read into the
6 record. ICRC/Mark & Zoe Parlin versus Lantern
7 Park Homeowners Association/Kirkpatrick
8 Management, Case HOha24080709. That case we're
9 just confirming, so no vote is required.

10 Next, I'd like to confirm that June 16th
11 is still a good meeting date for our -- for all
12 Commissioners.

13 VICE-CHAIR RAMOS: Yes.

14 COMM. JACKSON: It sounds good to me.

15 CHAIRPERSON SLASH: Okay. I am good
16 on that date as well.

17 Do you have a calendar?

18 COMM. TOLLIVER: I'm good.

19 CHAIRPERSON SLASH: Okay. All right.
20 It looks like we'll be able to keep June 16th,
21 but as always, if something comes up, let us
22 know.

23 We do not have any Election, Training or

1 Other. Does anyone have any Announcements?

2 (No response.)

3 CHAIRPERSON SLASH: Okay. Hearing no
4 Announcements, do we have anyone for Public
5 Comment?

6 MS. KRAMER: I would --

7 MS. WALTON: Yes, I would like to
8 give public comment, please.

9 CHAIRPERSON SLASH: Okay. We have
10 two for public comment this time, and I believe
11 we'd like to limit all public comment to two
12 minutes.

13 We can begin with you, Paris, since you're
14 right there on-line.

15 MS. WALTON: Okay.

16 Good afternoon, Chair and Commissioners.
17 My name is Paris Walton, and I want to sincerely
18 thank the Indiana Civil Rights Commission for the
19 opportunity to serve the people of Indiana. I'm
20 proud of the work I've done to expand civil
21 rights education and outreach, and I'm especially
22 grateful to my colleagues, whose support and
23 professionalism have left a lasting impact on me.

1 This morning I made a difficult decision
2 to step away from the agency due to ongoing
3 concerns about the work environment under the
4 current Executive Director. I've experienced
5 actions that I believe create a climate of
6 intimidation and retaliation conditions no
7 employee should have to navigate.

8 Despite my commitment to the mission, I
9 was subjected to discriminatory remarks, placed
10 on an unpaid suspension later deemed unjustified
11 by HR, and the Executive Director denied back pay
12 for that time.

13 I also learned that my work space was
14 accessed admittedly by the Executive Director
15 without my consent during this unpaid and unjust
16 suspension, raising concerns about privacy and
17 respect. These are not isolated experiences.
18 Several incidents documented from HR point to a
19 pattern of controlling and isolating behavior
20 that made the environment unsafe and inconsistent
21 with the values this Commission represents.

22 As the Commission reflects on these
23 concerns, I respectfully ask what actions will be

1 taken to ensure a safe and respectful workplace
2 for all employees moving forward? I leave with
3 pride in my contributions, deep appreciation for
4 those I worked with, and a continued commitment
5 to serving the public.

6 Thank you for your time and for listening
7 to this matter.

8 CHAIRPERSON SLASH: Thank you.

9 You have two minutes as well.

10 MS. KRAMER: Thank you.

11 My name is Gabriel, and I was your former
12 External Affairs Coordinator. Last Wednesday, my
13 contract ended early due to lack of funds and
14 what I believe to be possible retaliation of my
15 complaint and conclusion of the HR investigation
16 my staffing agency had into Executive Director,
17 Mr. Jose Evans.

18 I wanted to bring to your attention of the
19 Executive Director's misconduct and the multiple
20 HR investigations and complaints that were filed
21 against him, including aggressive behavior,
22 escalation, and retaliation towards ICRC
23 employees.

1 I also wanted to ask: What are your plans
2 to address this matter and to stop his aggressive
3 behavior and retaliation towards current ICRC
4 employees?

5 Thank you.

6 CHAIRPERSON SLASH: Thank you.

7 Are there any others here for Public
8 Comment today?

9 MR. LOSTUTTER: No.

10 CHAIRPERSON SLASH: Okay. And so, we
11 thank anyone who joined us today. We thank all
12 staff who've participated today, and we
13 appreciate those who've come for Public Comment
14 today.

15 Commissioners, is there anything that any
16 of you would like to share prior to us closing
17 out our meeting today?

18 (No response.)

19 CHAIRPERSON SLASH: Okay. Well, the
20 Commission is here to provide, you know, final
21 support over the cases that we have. Matters of
22 staff may be a little bit different, so we
23 appreciate everyone sharing with us today and for

1 your -- and for coming in.

2 And I believe that that concludes our
3 agenda for today.

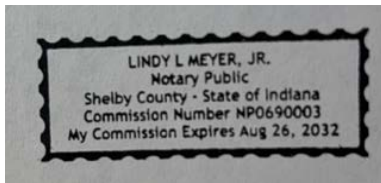
4 - - -
5 Thereupon, the proceedings of
6 May 19, 2025 were concluded
7 at 2:04 o'clock p.m.
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CERTIFICATE

I, Lindy L. Meyer, Jr., the undersigned Court Reporter and Notary Public residing in the City of Shelbyville, Shelby County, Indiana, do hereby certify that the foregoing is a true and correct transcript of the proceedings taken by me on Monday, May 19, 2025 in this matter and transcribed by me.



Lindy L. Meyer, Jr.

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

My Commission expires August 26, 2032.

Commission No. NP0690003

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