

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-17-71393
HUD# 07-18-8266-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

CONNECT MANAGEMENT
2430 South 73rd Street, Suite 200
Omaha, Nebraska 68124

32 DILLMAN DR, LLC
C/O Connect Management
2430 South 73rd Street, Suite 200
Omaha, Nebraska 68124

DAWN KLICH
C/O Connect Management
2430 South 73rd Street, Suite 200
Omaha, Nebraska 68124

COMPLAINANT

ANGEL JOHNSON
321 Harrison Street
Council Bluffs, Iowa 51503

and

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties: Complainant alleges discrimination in the area of housing on the bases of disability and familial status. Complainant alleges Respondents terminated her tenancy based on her familial status and/or her child's disability. Respondents deny discriminating against Complainant, but agree to settle this complaint by entering into this Predetermination Settlement Agreement (hereinafter "Agreement"). Respondents own or manage the subject property, a 96-unit apartment complex, known as Dillman Place Apartments, located at 27 Dillman Drive, Council Bluffs, Iowa 51503.

Terms of Settlement: A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).
2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of the person’s race, color, religion, sex, disability, familial status, national origin, or disability.
42 U.S.C. 3604(b), 3604(f)(2) (§ 804 of the Fair Housing Act).

3. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(b) (§ 804(f)(2)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(2).

Voluntary and Full Settlement

4. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
5. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

8. Because, pursuant to Iowa Code § 216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code § 22.13.

Release

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

10. Within thirty (30) of the execution of this Settlement Agreement, Respondents agree to place the Fair Housing Poster (English and Spanish) at the subject property, in a conspicuous location easily viewable to tenants and prospective tenants. The Fair Housing Posters can be obtained online at:

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FairHousingPosterGeneral.pdf>

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FHPosterGeneralSpanish.pdf>

Relief for Complainant

11. Respondents agree to release Complainant from the terms of her Lease Agreement effective November 30, 2017 without penalty or fees. Respondents also agree they will not pursue recovery in small claims court or in any other process or proceeding the \$1,178.11.00 balance they allege Complainant owes them for cleaning, damage, extermination, water, sewer, trash, and service fees. Complainant agrees she will not pursue recovery in small claims court or in any other process or proceeding her security deposit or any monies or fees.

Within seven (7) days of receiving a Closing Letter from the Commission, Respondents will send a Tenant Ledger Report to Complainant, at the address listed on page one, verifying that her Tenant Ledger Report reflects a \$0.00 balance. In addition, Respondents will send a copy of Complainant's Tenant Ledger Report to the Commission.

Respondents agree they will not now and in the future disparage or make any defamatory comments about Complainant and her tenancy. Complainant agrees she will not now and in the future disparage or make any defamatory comments about Respondents and her tenancy. The parties agree this term applies to statements made orally or in writing, including, but not limited to, electronic mail, television, radio, computer networks or any internet websites or social media, including, but not limited to, internet bulletin boards, blogs, Google, Facebook, LinkedIn, Twitter, Yelp, Better Business Bureau, or any other form of communication.

Reporting and Record-Keeping

12. Respondents shall forward to the Commission objective evidence (by way of example, a picture of the posters) verifying the fair housing posters have been posted within ten (10) days of displaying the posters, as evidence of compliance with Term 10 of this Agreement.
13. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents will send a Tenant Ledger Report to Complainant, at the address listed on page one, verifying that her Tenant Ledger Report reflects a \$0.00 balance. In addition, Respondents will send a copy of Complainant's Tenant Ledger Report to the Commission, as evidence of compliance with Term 11 of this Agreement.

All required documentation of compliance must be submitted via email or U.S. Mail to:

Sylvia Owens
Iowa Civil Rights Commission
Grimes State Office Building
400 East 14th Street,
Des Moines, Iowa 50319
sylvia.owens@iowa.gov
515-281-6434

Signatures on the Following Page (Page 5)

Connect Management, RESPONDENT

Date

32 Dillman DR, LLC, RESPONDENT

Date

Dawn Klich, RESPONDENT

Date

Angel Johnson, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date