

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 02-20-75108
HUD# 07-20-4846-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

CARDINAL CAPITAL MANAGEMENT, INC.
901 S 70th St.
West Allis, WI 53214

SPRUCE HILLS VILLAGE, LLC
2380 Tech Drive
Bettendorf, IA 52722-7904

TRACY PETERSEN
2380 Tech Drive
Bettendorf, IA 52722-7904

COMPLAINANT

JASON ALBERSON
2380 Tech Drive, APT 209
Bettendorf, IA 52722-3265

and

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

Description of the Parties: Complainant is a person with a disability and alleges Respondent Tracy Petersen refused to let him park in the accessible parking spot because his truck was allegedly leaking oil on the ground. The subject property is a multifamily building located at 62380 Tech Drive, Bettendorf, Iowa 52722-3265.

Terms of Settlement: A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216, 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) §.

1.

4. 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)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).

Voluntary and Full Settlement

6. The parties acknowledge this 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.

7. 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.

8. 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.

9. Respondents agree the Commission may review compliance with this Agreement. 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

10. 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

11. 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.

Relief in the Public Interest

13. Respondent Tracy Petersen and any of Respondent Spruce Hills Village, LLC employees who are involved in the management or operation of residential properties acknowledge they have received training on the requirements of State and Federal Fair Housing Laws, a copy of which will be provided to the Commission. Respondents also agree all future employees who are involved in the management or operation of the Property will receive training on the requirements of State and Federal Fair Housing Laws within 30 days of their date of hire. The training will include an overview of fair housing laws, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability.

Relief for Complainant

14. Within seven days of the date on the Commission's Closing Letter, Respondents agree to pay Complainant \$500.00 without any deductions. Respondents agree the Settlement Check will be made out to Jason Alberson and sent to his at the address listed on page one of this Agreement.

15. Respondents agree not to charge Complainant for any damage to the parking lot from the alleged oil leak from his vehicle, prior to the date of this Agreement. Complainant can continue parking in the accessible parking spot as long as his vehicle is not leaking oil. Complainant further agrees to follow the property management company's rules regarding parking, which are applicable to all tenants.

Reporting and Record-Keeping

16. Respondents shall forward to the Commission objective evidence of the successful completion of fair housing training in the form of a Certificate or a letter from the entity conducting the training within ten (10) days of the completion of the training, as evidence of compliance with Term 13 of this Agreement.

17. Respondents shall send to the Commission a copy of the Settlement Check within seven (7) days after its mailing to Complainant.