

**PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 08-21-76996  
HUD# 07-21-7841-8

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

SIOUX CITY LEASED HOUSING ASSOCIATE I  
400 E Court Ave  
Des Moines, IA 50309-2017

SIOUX CITY LEASED HOUSING ASSOCIATES I, LP  
2905 Northwest Blvd, Ste 150  
Minneapolis, MN 55441-2644

DOMINIUM MANAGEMENT SERVICES, INC.  
2905 Northwest Blvd, Ste 150  
Minneapolis, MN 55441-2644

SARAH EVANS  
2800 W 4<sup>th</sup> St  
Sioux city, IA 51103-5100

ASHLEY BRAND  
2800 W 4<sup>th</sup> St  
Sioux City, IA 51103-5100

**COMPLAINANT**

SHASHANNA WILFONG  
2800 W 4<sup>th</sup> St, Apt 61C  
Sioux City, IA 51103-5128

and

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

**Description of the Parties:** Complainant has a disability that necessitates the use of an accessible parking spot. Complainant alleges she requested an additional spot be added in front of her building to ensure she had access to a spot at all times. The subject property is a multi-unit apartment complex located at 2800 W 4<sup>th</sup> St, Sioux City, IA 51103.

**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 Sioux City Leased Housing Associate I, Sioux City Leased Housing Associates I, LP, Dominion Management Services, Inc., Sarah Evans, and Ashley Brand agree there shall be no discrimination, harassment, or retaliation of any kind against Complainants 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 Sioux City Leased Housing Associate I, Sioux City Leased Housing Associates I, LP, Dominion Management Services, Inc., Sarah Evans, and Ashley Brand 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).
3. Respondents Sioux City Leased Housing Associate I, Sioux City Leased Housing Associates I, LP, Dominion Management Services, Inc., Sarah Evans, and Ashley Brand 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).
4. Respondents Sioux City Leased Housing Associate I, Sioux City Leased Housing Associates I, LP, Dominion Management Services, Inc., Sarah Evans, and Ashley Brand acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider’s operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).
5. Respondents Sioux City Leased Housing Associate I, Sioux City Leased Housing Associates I, LP, Dominion Management Services, Inc., Sarah Evans, and Ashley Brand 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)(3)(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 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.
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 their 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 Sioux City Leased Housing Associate I, Sioux City Leased Housing Associates I, LP, Dominion Management Services, Inc., Sarah Evans, and Ashley Brand agree the Commission may review compliance with this Agreement. And as part of such review, Respondent agrees 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.

## **Fair Housing Training**

12. Respondents Sioux City Leased Housing Associate I, Sioux City Leased Housing Associates I, LP, and Dominion Management Services, Inc., will require training on the requirements of State and Federal Fair Housing Laws for Sarah Evans and Ashley Brand and any

employees or agents who are involved in the handling requests for reasonable accommodations for tenants at Hillside Park Apartments located at 2800 W 4<sup>th</sup> St, Sioux City, IA 51103 within 30 days of their receipt of a Closing Letter from the Commission. Respondents also agree that new employees or agents who handle requests for reasonable accommodations or modifications at Hillside Park Apartments employed by Respondents hired within one year of the date of the Commission's Closing Letter will receive training on the requirements of State and Federal Fair Housing Laws within 30 days of their date of hire or elected appointment. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. This includes a HUD produced video titled "The Basics of the Fair Housing Act" which can be accessed via YouTube at <https://www.youtube.com/watch?v=egXPe7HT7tc>.

### **Relief for Complainant**

13. Respondents agree to add an additional accessible parking space to the parking lot in front of Complainant's building. The parking spot will have the necessary signage to signal that the parking spot is only for persons with valid accessible license plate/placard issued by the Department of Transportation (DOT). This will bring the total number of accessible parking spaces in front of Complainant's building to three.

Respondents agree to issue an apology letter to Complainant.

Complainant agrees to provide to Respondents proof that the accessible parking license plate/placard on her vehicle was issued to her.

### **Reporting and Record-Keeping**

14. Respondents Sioux City Leased Housing Associate I, Sioux City Leased Housing Associates I, LP, Dominion Management Services, Inc., Sarah Evans, and Ashley Brand 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 or signed sworn statement from Respondent stating the time and location of their training and the entity that conducted the training, as evidence of compliance with Term 12 of this Agreement within ten (10) days of the completion of the training.

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

Amy Quail  
Iowa Civil Rights Commission  
Grimes State Office Building  
400 East 14th Street  
Des Moines, Iowa 50319  
Amy.quail@iowa.gov  
Telephone: 515-725-1082

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SIOUX CITY LEASED HOUSING ASSOCIATE I,  
RESPONDENT

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Date

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SIOUX CITY LEASED HOUSING ASSOCIATES I, LP  
RESPONDENT

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Date

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DOMINIUM MANAGEMENT SERVICES, INC,  
RESPONDENT

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Date

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SARAH EVAN, RESPONDENT

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Date

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ASHLEY BRAND, RESPONDENT

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Date

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SHASHANNA WILFONG, COMPLAINANT

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Date

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CHARLES HILL, INTERIM EXECUTIVE DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

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Date