

**PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 06-22-78349  
HUD# 07-22-9891-8

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

Sioux Falls Environmental Access, Inc.  
2101 W 41st Street, Suite 200  
Sioux Falls, SD 57105

Oakleaf Real Estate Management Co.  
1019 Jones Street  
Sioux City, IA 51105

Omar Suarez  
1019 Jones Street  
Sioux City, IA 51105

**COMPLAINANT**

Aimee Quicke  
110 6th Avenue NE, Apt. 306  
Le Mars, IA 51031

and

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

**Description of the Parties:** Complainant is a person with a disability. Complainant alleges she was subjected to discriminatory terms and conditions of tenancy due to her disability. Respondents are the owner, management company, and property manager of the subject property. The subject property is a multi-unit residential structure located at 110 6th Avenue NE, Le Mars, Iowa.

**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 to settle the above-captioned matter in the following extent and manner:

**Acknowledgment of Fair Housing Laws**

1. Respondents Sioux Falls Environmental Access, Oakleaf Real Estate Management, and Omar Suarez 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 Sioux Falls Environmental Access, Oakleaf Real Estate Management, and Omar Suarez 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 Falls Environmental Access, Oakleaf Real Estate Management, and Omar Suarez 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).

### **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 by any party. The parties agree that this Agreement is executed as a compromised settlement, liability for which is expressly denied by the parties released, and that performance under this Agreement does not constitute an admission of liability on the part of any person or entity. The parties further agree that the execution of this Agreement is not an admission by Complainant that any claims asserted in their 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 Sioux Falls Environmental Access, Oakleaf Real Estate Management, and Omar Suarez 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, acquits, forever discharges, and covenants not to sue Respondents, their heirs, executors, assigns, agents, employees and attorneys with respect to any and all liability, claims, causes of action, damages, injuries, attorneys fees, cost, expenses or demands of whatever nature, in law or equity, whether presently known or unknown, arising out of or relating in any way to the subject matter of Iowa Civil Rights Commission Case No. CP# 06-22-78349 and HUD Case No. 07-22-9891-8 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**

10. Respondents Sioux Falls Environmental Access and Oakleaf Real Estate Management will require training on the requirements of State and Federal Fair Housing Laws for Omar Suarez and any employee responsible for property management decisions concerning the subject property within ninety (90) days of their receipt of a Closing Letter from the Commission. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. Training which will satisfy the terms of this Agreement is offered by the Commission on a quarterly basis, at no cost to the participants.

### **Relief for Complainant**

11. Upon receipt of written notice, which notice should be in letter form addressed to Oakleaf Real Estate Management Company at the address indicated above, Respondents Sioux Falls Environmental Access and Oakleaf Real Estate Management agree to allow Complainant to terminate her tenancy at the subject property, and waive any associated early termination fee or penalty. Such written notice may be less than the 30-day notice requirement contained in Complainant's Rental Agreement.
12. Respondents agree to provide Complainant (or third parties making inquiry on behalf of Complainant) with a neutral landlord reference, verifying the dates of Complainant's tenancy.
13. Respondents agree to pay to Complainant the sum of \$350 for moving expenses within seven (7) days of receipt of Complainant's written notice of intent to vacate as identified in Paragraph 11.

### **Other Terms**

14. Notwithstanding any provisions to the contrary in Complainant's Rental Agreement, Complainant and Respondents agree that disposition of Complainant's security deposit for her housing unit will be governed by the terms of the Rental Agreement, the Iowa Uniform Residential Landlord Tenant Act (Iowa Code § 562A), and this Agreement.

**Reporting and Record-Keeping**

- 15. Respondents Sioux Falls Environmental Access and Oakleaf Real Estate Management 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 Respondents stating the time and location of their training and the entity that conducted the training, as evidence of compliance with Term 10 of this Agreement within ten (10) days of the completion of the training or ten (10) days of receipt of a Closing Letter from the Commission, whichever occurs later. Respondents will not need to provide such documentation if they elect to participate in training provided by the Commission.

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

Mathew Gore  
Iowa Civil Rights Commission  
Grimes State Office Building  
400 East 14th Street  
Des Moines, Iowa 50319  
mathew.gore@iowa.gov  
Telephone: 515-725-4101

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| _____<br>Sioux Falls Environmental Access, Inc.,<br>RESPONDENT             | _____<br>Date |
| _____<br>Oakleaf Real Estate Management,<br>RESPONDENT                     | _____<br>Date |
| _____<br>Omar Suarez,<br>RESPONDENT  | _____<br>Date |
| _____<br>Aimee Quicke,<br>COMPLAINANT                                      | _____<br>Date |
| _____<br>Stan Thompson, EXECUTIVE DIRECTOR<br>IOWA CIVIL RIGHTS COMMISSION | _____<br>Date |