

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 01-17-69978  
HUD# 07-17-6027-8

## **PARTIES TO THE SETTLEMENT AGREEMENT**

### **RESPONDENTS**

#### **JULIE PLAGGE**

Town Square Apartments  
136 West I Street - Office  
Forest City, Iowa 50436

#### **LIFE-STYLE, INC.**

311 North Cedar Street  
Owatonna, Minnesota 55060

#### **FOREST CITY PARTNERS**

360 Pierce Avenue #205  
North Mankato, Minnesota 56003

### **COMPLAINANT**

#### **BONNIE DANA**

136 West I Street Apartment 217  
Forest City, Iowa 50436

and

#### **IOWA CIVIL RIGHTS COMMISSION**

400 East 14th Street  
Des Moines, Iowa 50319

**Description of the Parties:** Complainant alleges retaliation. She claims she was given several notices falsely accusing her of lease violations. She also claims she was served her with a five-day notice of termination for nonpayment of rent, even though she had in fact paid the rent. Complainant believes Respondents issued these false notices in retaliation for the discrimination complaint (CP#07-16-4000-8, HUD#11-15-68210) that she filed against them. Respondents own or manage the subject property, a 35-unit apartment complex, known as Town Square Apartments, located at 136 West I Street, Forest City, Iowa 50436.

**Terms of Settlement:** A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereinafter referred to as 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); 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 the Fair Housing Act (FHA) 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, national origin, religion, disability, or familial status. 42 U.S.C. 3604(b).

3. Respondents acknowledge the ICRA makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 216.8, 216.8A, or 216.15A. Iowa Code § 216.11(A).

Respondents acknowledge the FHA makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section [3603](#), [3604](#), [3605](#), or [3606](#) of this title. 42 U.S.C. 3618.

### **Voluntary and Full Settlement**

4. The parties acknowledge this 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. The parties agree the Commission may review compliance with this Agreement. And as part of such review, the parties 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.
8. The parties acknowledge, if the Commission or the U.S. Department of Housing and Urban Development (HUD) has reasonable cause to believe that Respondents have breached this Agreement, the Commission may refer the matter to the Iowa Department of Justice - Office of the Attorney General, and HUD may refer the matter to the U.S. Department of Justice.

### **Disclosure**

9. 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**

10. 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 including the Dubuque Human Rights Commission, 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**

11. Respondents agree Julie Plagge, Jim Abbe, and each of their current employees or agents who are involved in the management or operation of Town Square Apartments will receive training on the requirements of State and Federal Fair Housing Laws within 90

days of their receipt of a Closing Letter from the Commission. The training will include an overview of fair housing law, but will emphasize the law regarding the prohibition of retaliation. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission verifying the fair housing training has been completed within ten (10) days of completing the training.

### **Relief for Complainant**

12. The parties agree to treat each other with respect. Respondents agree all tenant rules, regulations, and lease agreements will be enforced fairly and without harassment, discrimination, or retaliation. Respondents agree they will investigate allegations before issuing Notice of Lease and Rules/Regulations Violations . Respondents agree they will fairly investigate Complainant's allegations and issue Notice of Lease and Rules/Regulations Violations when warranted. Respondents agree they will follow up to make sure that any corrective action taken was effective.

Complainant agrees to follow the terms of her lease agreement and all of Respondents' rules and regulations. She agrees to treat her neighbors with courtesy and respect. Complainant agrees to pay her rent in person; whereupon, Respondents agree their property manager will immediately give Complainant a written receipt for the paid rent.

Respondents agree to remove from Complainant's tenant file and Respondents' records all documents related to allegations of non-compliance, including:

- the November 19, 2015 Letter to Complainant from Jim Abbe
- the 5-Day Eviction Notice issued to Complainant on December 7, 2016

Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a letter to Complainant and the Commission, stating that Respondents have removed from Complainant's tenant file and Respondents' records all of the documents related to non-compliance.

13. Within fourteen (14) days of receiving a Closing Letter from the Commission, the parties agree Property Director Jim Abbe and Property Manager Julie Plagge will meet with Complainant and her daughter at a date and time acceptable to all parties. Plagge will apologize that she discussed Complainant's fair housing complaint with another tenant. Abbe and Plagge will apologize that she felt retaliated against and will assure her that they will take her concerns and complaints seriously and are committed that all tenant rules, regulations, and lease agreements are enforced fairly and without harassment, discrimination, or retaliation.

Within fourteen (14) days of receiving a Closing Letter from the Commission, Respondents also agree to send documentation to the Commission confirming the said meeting was completed as outlined in the paragraph above.

**Reporting and Record-Keeping**

- 14. Respondents shall forward to the Commission objective evidence of the successful completion of fair housing training in the form of a certificate of completion 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 11 of this Agreement.
- 15. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a letter to both Complainant and the Commission, stating Respondents have removed from Complaint’s tenant file and Respondents’ records all documents related to allegations of non-compliance, as evidence of compliance with Term 12 of this Agreement.
- 16. Respondents shall send documentation to the Commission confirming the meeting was completed, as evidence of compliance with Term 13 of this Agreement.

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

Don Grove  
Iowa Civil Rights Commission  
Grimes State Office Building  
400 East 14th Street  
Des Moines, Iowa 50319  
Don.Grove@iowa.gov

_____	_____
Life-Style, Inc., RESPONDENT	Date
_____	_____
Julie Plagge, RESPONDENT	Date
_____	_____
Forest City Partners, RESPONDENT	Date
_____	_____
Bonnie Dana, COMPLAINANT	Date
_____	_____
Kristin H. Johnson, DIRECTOR	Date
IOWA CIVIL RIGHTS COMMISSION	