

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 02-18-71618
HUD# 07-18-8507-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

STARLA STRUCK
Oakwood Manor
311 North 12th Street - Office
Denison, Iowa 51442

CARDINAL CAPITAL MANAGEMENT, INC.
901 S. 70th Street
West Allis, Wisconsin 53214

CCM-Oakwood Manor Denison IA, LLC
901 S. 70th Street
West Allis, Wisconsin 53214

COMPLAINANT

RONALD MEFFERD

and

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

Description of the Parties: Complainant alleged Respondents engaged in disability-based harassment and subjected him to different terms and conditions of rental due to his 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 50-unit apartment complex, known as Oakwood Manor, located at 311 N. 12th Street, Denison, Iowa 51442.

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

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 the Respondents. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in his complaint are not fully meritorious. Respondents deny these allegations in their entirety.
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, during the six (6) months following execution of this Agreement, 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. Respondents shall ensure such posters remain up for at least one (1) year following execution of this Agreement. 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/2015/2015FHPPosterGeneralSpanish.pdf>

Relief for Complainant

11. Respondents agree to pay Complainant \$210.00 without any deductions, as a return of his security deposit. Respondents agree the Settlement Check will be made out to Ronald Mefferd and will be mailed to Sylvia Owens at the Iowa Civil Rights Commission, at the address listed on page one of this Agreement. The ICRC will send the check to Complainant via certified mail.

Respondents also agree they will not pursue recovery in small claims court or in any other process or proceeding the \$638.00 balance they allege Complainant owes them for back rent, cleaning, extermination and fees.

Within seven (7) days of receiving a Closing Letter from the Commission, Respondents will send a letter addressed to Complainant to the Commission, verifying that Complainant's Tenant Ledger Report reflects a \$0.00 balance. The ICRC will forward the Tenant Ledger

Report to Complainant via U.S. mail. Complainant also agrees he will not pursue recovery in small claims court or in any other process or proceeding his security deposit or any monies or fees.

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.

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

Starla Struck, RESPONDENT

Date

Cardinal Capital Management, Inc., RESPONDENT

Date

CCM-Oakwood Manor Denison IA, LLC, RESPONDENT

Date

Ronald Mefferd, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date