

PARTIES TO THE SETTLEMENT AGREEMENT

CP# 10-18-72631
HUD# 07-19-0457-8

RESPONDENTS

FLUMMERFELT'S PLEASANT VALLEY M.H.C., L.C.
1316 South Duff Avenue
Ames, Iowa 50010

GARY CASHATT
Pleasant Valley Mobile Home Park
4333 Parkridge Avenue Lot 12
Pleasant Hill, Iowa 50327

LINDA CASHATT
Pleasant Valley Mobile Home Park
4333 Parkridge Avenue Lot 12
Pleasant Hill, Iowa 50327

COMPLAINANT

CATHY REYNOLDS
4333 Parkridge Avenue Trailer 16
Pleasant Hill, Iowa 50327

and

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

Description of the Parties: Complainant alleges discrimination in the area of housing on the basis of disability. Complainant alleges Respondents assessed her late fees and issued termination of tenancy notices and this resulted in different terms, conditions or privileges of rental based on disability. In addition, Complainant alleges Respondent told her, "You need to go to a nursing home" indicating that persons with disabilities are not welcome as tenants at Respondents' residential rental properties. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. The subject property is a 139-lot mobile home park, known as Pleasant Valley Mobile Home Park, located at 4333 Parkridge Avenue, Pleasant Hill, Iowa 50327.

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 that the Federal Fair Housing Laws Act, as amended, makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin,, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(c) (Section 804(c) of the Fair Housing Act).

Respondents also acknowledge that the Iowa Civil Rights Act makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation or gender identity, or an intention to make any such preference, limitation, or discrimination. Iowa Code § 216.8(1)(c).

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

5. 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.

6. 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.
7. 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.
8. Respondents 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

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, 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. Gary and Linda Cashatt and each of Respondents' current employees or agents who are involved in the management or operation of the subject property 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 laws, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability and laws prohibiting discriminatory terms and conditions based on disability. 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. Upon receipt,

the Commission will send Complainant documentation verifying Respondents have completed the required fair housing training.

Relief for Complainant

12. The parties acknowledge that on November 26, 2018 an eviction hearing was scheduled. In consideration for Complainant and Respondents executing this Settlement Agreement, the parties agreed to sign an agreement (Stipulation of F.E.D) (case number for the FED is SCSC626146) that provides that the eviction case would be continued for dismissal on or about January 16, 2019.

On January 16, 2019, Complainant failed to attend the scheduled FED hearing. Therefore, without Complainant present to sign an additional Stipulated Agreement requesting that the eviction case be continued, Respondents entered an Affidavit of Default based upon Complainant's failure to vacate the premises and failure to attend the Scheduled FED hearing. The Court subsequently entered an Order for Forcible Entry and Detainer against Complainant, which orders that the Complainant be removed from the property by the Sheriff once a Writ of Removal and Possession is issued. A Writ of Removal and Possession was issued on January 18, 2019.

13. Upon executing this Agreement, Complainant agrees to immediately sign the title over for her trailer, located at 4333 Parkridge Avenue Trailer 16, Pleasant Hill, Iowa 50327, to Flummerfelt's Pleasant Valley M.H.C., L.C. Complainant indicates that she is the sole owner of her trailer and no one holds a security interest in her trailer.
14. It is Respondents understanding that Complainant does not have the title to her trailer at this time. Therefore, Complainant agrees to execute an Application for Replacement of Iowa Certificate of Title to a Motor Vehicle, or any other document necessary to obtain a replacement title, at the same time Complainant executes this Agreement. Once Respondents receive the replacement title, Complainant agrees to immediately sign the title over for her trailer to the Respondents per paragraph 13 of this Agreement. Respondents agree to pay any monies owed for past lot rent, late fees, and back taxes owed by Complainant for lot 16 rent and her mobile home. Respondents also agree they will be financially responsible for any demolition or moving costs associated with Complainant's mobile home.
15. Respondents agree to payment of \$250.00 to Complainant upon completion of the following:
 - a. Complainant's execution of this Agreement;
 - b. Complainant's execution of the Application for Replacement of Iowa Certificate of Title provided by Skinner & Paschke, PLLC;

To ensure compliance with this paragraph, a third party will obtain Complainant's signature on the noted documents. The original Application shall be provided to Skinner & Paschke, PLLC immediately in order to obtain a replacement title to the mobile home.

16. Respondents agree to payment of \$250.00 to Complainant upon completion of the following:

- a. Complainant's execution of the title to effectuate the transfer of her trailer to Flummerfelt's Pleasant Valley M.H.C., L.C.
- b. Vacation of the premises on or before January 31, 2019. Once Complainant vacates the premises, she shall inform Respondents immediately of her vacation of the premises.

To ensure compliance with this paragraph, a third party will obtain Complainant's signature on the noted documents. The executed title shall be delivered to Skinner & Paschke, PLLC. If Complainant fails to transfer title of her trailer to Flummerfelt's Pleasant Valley M.H.C., L.C. or fails to vacate the premises by January 31, 2019, Complainant forfeits payment under this paragraph. Further, if Complainant does not comply with this paragraph, Respondents shall proceed with Removal of Complainant from the premises.

Reporting and Record-Keeping

17. 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 11 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 Telephone: 515-281-6434

Signatures on the Following Page (Page 6)

Flummerfelt's Pleasant Valley M.H.C., L.C., RESPONDENT

Date

Gary Cashatt, RESPONDENT

Date

Linda Cashatt, RESPONDENT

Date

Cathy Reynolds, COMPLAINANT

Date

Linda Grathwohl, INTERIM EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date