

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 03-14-65521

HUD# 07-14-0362-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

THOMAS D. CONLEY
8133 Lakeshore Drive
Dexter, IA 50070

COMPLAINANT

NICOLE ADAMS

and

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

Description of the Parties:

Complainant alleged Respondent discriminated against her by breaking two windows at the subject property in retaliation for having filed a previous discrimination complaint with the Iowa Civil Rights Commission (the "Commission"). Complainant owns the subject property, a single-family dwelling, located at 8146 Ivy Street, Dexter, Iowa 50070.

A complaint having been filed by Complainant against Respondent 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. Respondent agrees 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. Respondent also acknowledges that the Iowa Civil Rights Act, as amended, 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 § 216.11A.

Voluntary and Full Settlement

3. 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.

4. 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.

5. 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.

6. Respondent agrees 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

7. 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

8. Complainant hereby waives, releases, and covenants not to sue Respondent 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 Respondent 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.

Relief for Complainant

9. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondent agrees to pay Complainant \$500, without any deductions. Respondent agrees the check will be made out to Complainant and will be mailed to Natalie Burnham at the Iowa Civil Rights Commission at the address listed on page one. Complainant shall be fully liable for any taxes associated with the settlement check.

10. Respondent and Complainant agree to treat each other with respect. Both Complainant and Respondent shall refrain from making contact with the purpose of harassing, intimidating, or threatening each other. The parties agree to civilly ignore each other and to do their best not to aggravate each other.

Reporting and Record-Keeping

11. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondent agrees to send the settlement check to the Commission as evidence of compliance with Term 9 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

Thomas D. Conley, RESPONDENT

Date

Nicole Adams, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION