

PREDETERMINATION SETTLEMENT AGREEMENT  
AND RELEASE

CP# 02-14-65451

HUD# 07-14-0384-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

KNAPP PROPERTIES

5000 Westown Parkway Suite 400

West Des Moines, Iowa 50266

COMPLAINANT

ROGER D. ELSBERRY

1914 Blossom Lane

Marshalltown, Iowa 50158

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

#### Description of the Parties:

Complainant alleged Respondents West Grand Towers Condominium Association ("WGT"), Frank Scaglione and Kathleen Stahl discriminated against him based on his claimed disability by proposing restrictive rules for assistance animals, treating him and his assistance cat with contempt, and shunning him. Complainant further alleged that due to the harassment and lack of support from WGT and property manager Respondent Knapp Properties ("Knapp Properties"), he felt he had no choice but to sell his condominium unit (the "Subject Property"). The Subject Property is a two-bedroom condo, which is part of an 86-unit condominium community, located at 3663 Grand Avenue Unit 903, Des Moines, Iowa 50312.

A complaint having been filed by Complainant against Respondent Knapp Properties with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry without a determination, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

#### Acknowledgment of Fair Housing Laws

1. Respondent Knapp Properties 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 Knapp Properties 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. Respondent Knapp Properties' obligations as stated herein are not acknowledgements, concessions or admissions by Knapp of any liability to Complainant for any of his claims, which Knapp continues to expressly and categorically deny. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in his complaint are not fully meritorious.

5. Respondent Knapp Properties 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

6. 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

7. Complainant hereby waives, releases, and covenants not to sue Respondent Knapp Properties, its present and future subsidiaries, affiliates, directors, officers, managers, employees, agents, insurers, predecessors, successors and assigns 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.

#### Fair Housing Posters

8. Respondent Knapp Properties agrees to place the federal Fair Housing Poster (English and Spanish) ) in its renting or leasing offices affiliated with West Grand Towers in a conspicuous location, easily viewable to unit owners and/or tenants and prospective tenants. Fair Housing Posters in English may be obtained online from the Commission's website at:  
[http://www.state.ia.us/government/crc/docs/fair\\_housing\\_poster\\_july\\_2008.pdf](http://www.state.ia.us/government/crc/docs/fair_housing_poster_july_2008.pdf)

The corresponding version in Spanish may be obtained at:

[http://www.state.ia.us/government/crc/docs/fair\\_housing\\_spanish\\_july08.pdf](http://www.state.ia.us/government/crc/docs/fair_housing_spanish_july08.pdf).

Respondent Knapp Properties also agrees to send documentation to the Commission, verifying the posters have been placed, with the address of the rental office where the posters are displayed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

#### Relief for Complainant

9. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondent Knapp Properties agrees to pay Complainant \$1,000.00 without any deductions (the "Settlement Check"). Respondent Knapp Properties agrees the Settlement Check will be made out to Complainant and will be mailed to Complainant at the address listed on page one of this Agreement. Complainant shall be fully liable for any taxes associated with the Settlement Check.

Respondent Knapp Properties also agrees to send a copy of the Settlement Check to the Commission within seven (7) days of mailing the check to Complainant.

10. As consideration for the said Settlement Check and, as further consideration for Respondent Knapp Properties executing this Agreement, Complainant agrees to the following:

Within seven days (7) days of receiving the Settlement Check, Complainant will sign and send a letter to the Commission that provides the mailing date, the Commission's case number and HUD's case number, and a clear request to remove Respondent Knapp Properties as a named Respondent to the complaint.

#### Reporting and Record-Keeping

11. Respondent Knapp Properties shall forward to the Commission objective evidence that the fair housing posters have been displayed, as evidence of compliance with Term 8 of this Agreement.

12. Within seven days of receiving a Closing Letter from the Commission, Respondent Knapp Properties shall send to the Commission a copy of the Settlement Check as objective evidence of compliance with Term 9 of this Agreement.

13. Within seven days of receiving the Settlement Check, Complainant shall send a letter to the Commission, as described in Term 10, requesting Knapp Properties be removed as a named Respondent, as objective evidence of compliance with Term 10 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

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Knapp Properties, RESPONDENT

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Date

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Roger D. Elsberry, COMPLAINANT

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Date

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Beth Townsend, DIRECTOR

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Date

IOWA CIVIL RIGHTS COMMISSION

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 02-14-65451

HUD# 07-14-0384-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

WEST GRAND TOWERS CONDOMINIUM ASSOCIATION

5000 Westown Parkway Suite 400

West Des Moines, Iowa 50266

FRANK SCAGLIONE

3663 Grand Avenue Unit 907

Des Moines, Iowa 50312

KATHLEEN STAHL

3663 Grand Avenue Unit PH AB

Des Moines, Iowa 50312

COMPLAINANT

ROGER D. ELSBERRY

1914 Blossom Lane

Marshalltown, Iowa 50158

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

#### Description of the Parties:

Complainant alleged Respondents West Grand Towers Condominium Association, Frank Scaglione and Kathleen Stahl (collectively, "Respondents") discriminated against him based on his disability by proposing restrictive rules for assistance animals, treating him and his assistance cat with contempt, and shunning him. Complainant further alleged that due to the harassment and lack of support from West Grand Towers Condominium Association Board and property management company, Knapp Properties, he felt he had no choice but to sell his condominium unit. Respondents deny having discriminated against Complainant, or coerced, intimidated, threatened or interfered with or otherwise harassed but agree to settle this complaint by entering into this Predetermination Settlement Agreement. The Subject Property is a two-bedroom condo, which is part of an 86-unit condominium community, located at 3663 Grand Avenue Unit 903, Des Moines, Iowa 50312.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter 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); 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 also acknowledge 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 his complaint are not fully meritorious.

5. 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.

6. The parties agree that this Agreement is considered a conciliation agreement for purposes of 42 U.S.C. sections 3601 et seq. and mediation and conciliation agreement for purposes of Iowa Code Chapter 216.

#### 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 Respondents, its present and future subsidiaries, affiliates, directors, officers, managers, employees, agents, insurers, predecessors, successors and assigns 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, U.S. 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, U. S. Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

#### Fair Housing Posters

9. Respondent West Grand Towers Condominium Association agrees to place the federal Fair Housing Poster (English and Spanish) in each property management office affiliated with West Grand Towers, in a conspicuous location, easily viewable to tenants and prospective tenants. The Fair Housing Posters can be obtained online from the Commission's website at:

[http://www.iowa.gov/government/crc/docs/fair\\_housing\\_poster\\_july\\_2008.pdf](http://www.iowa.gov/government/crc/docs/fair_housing_poster_july_2008.pdf)

[http://www.iowa.gov/government/crc/docs/fair\\_housing\\_spanish\\_july08.pdf](http://www.iowa.gov/government/crc/docs/fair_housing_spanish_july08.pdf)

Respondents also agree to send documentation to the Commission, verifying the posters have been placed within ten (10) days of receiving a Closing Letter from the Commission.

#### Relief for Complainant

10. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant \$1,000.00 without any deductions, but for which an IRS form 1099 will be issued to Complainant. Respondents agree the Settlement Check will be made out to Complainant and will be mailed to Complainant at the address listed on page one of this Agreement. Complainant shall be fully liable for any taxes associated with the settlement amount.

Respondents also agree to send a copy of the Settlement Check to the Commission within seven (7) days of mailing the check to Complainant.

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

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West Grand Towers Condominium Association, RESPONDENT      Date

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Frank Scaglione, RESPONDENT      Date

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Kathleen Stahl, RESPONDENT      Date

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Roger D. Elsberry, COMPLAINANT      Date

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Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Total Value of two Settlement Agreements to Complainant \$2,000 (two \$1,000 settlement checks issued to Complainant; A \$1,000 check paid by Knapp Properties and \$1,000 check paid by West Grand Towers Condominium Association, Frank Scaglione and Kathleen Stahl)

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