

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 10-12-63321
HUD# 07-13-0098-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

JAMES SMITH
908 Royal Drive
Cedar Falls, Iowa 50613

PAMELA SMITH
908 Royal Drive
Cedar Falls, Iowa 50613

J & P PROPERTIES
908 Royal Drive
Cedar Falls, Iowa 50613

COMPLAINANT

MARY CHAPMAN
Commissioner
Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319

AND

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

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their "no pets" policy for a service animal and this resulted in different terms and conditions of rental and a denial of rental housing based on disability. Respondents own or manage the subject property, a duplex, located at 2522 Hiawatha Road, Cedar Falls, Iowa 50613.

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 Law

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 Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability.
42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3)(a).
4. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.
42 U.S.C. 3604(f)(2)(a) and 42 U.S.C. 3604(f)(3)(b);
Iowa Code § 216.8A(3)(b)(1) and Iowa Code § 216.8A(3)(c)(2).
5. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their "no pets" policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a "no pets" policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a "no pets" policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to

sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability and a need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

Voluntary and Full Settlement

6. 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.
7. 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.
8. 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.
9. 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

10. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

11. 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, and with regard to any and all other matters, 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

12. Respondents agree James and Pamela Smith 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 address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a 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, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

New Policy and Practice

13. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective residents inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3)

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future resident who has requested an accommodation, in a form substantially equivalent to Attachment 4.

Review of Tenant Files

14. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected residents, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, stating: (1) the number of tenant files reviewed, (2) the name and job title of the person or persons who reviewed those files, (3) the date or dates those files were reviewed, (4) the number of errors found, and (5) the number of errors corrected. For each error, Respondents shall include in its written report to the Commission the following information:

- Name, address, and telephone number of affected resident;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected resident notified of error; and
- Nature of action taken to correct error.

Signatures on the following page (page 6)

James Smith
James Smith, RESPONDENT

1/21/13
Date

Pamela J. Smith
Pamela, RESPONDENT

1/21/13
Date

J & P Properties
J & P Properties, RESPONDENT

1/21/13
Date

Mary Chapman
Mary Chapman, COMPLAINANT

Date

Beth Townsend
Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

1-30-13
Date

James Smith, RESPONDENT

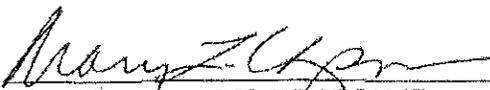
Date

Pamela, RESPONDENT

Date

J & P Properties, RESPONDENT

Date



Mary Chapman, COMPLAINANT

Date

1/31/13

Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date

Attachment 1

Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: _____

Today's Date: _____

Signature of Tenant or Applicant: _____

The person who has a disability requiring a reasonable accommodation is:

Me

A person associated or living with me

Name of person with disability: _____

Address: _____

Telephone: _____

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

I need this reasonable accommodation because:

Requester

Date

Apartment Manager

Date

Attachment 2

Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On _____, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

Signature of Tenant or Applicant: _____

Name of Tenant or Applicant: _____

Address: _____

Date: _____

I, the undersigned, Apartment Manager of _____ Apartments:

Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

Granted the request.

Explained the request could not be evaluated until the following additional information is provided.

Apartment Manager

Date

Attachment 3

Approval or Denial of Reasonable Accommodation Request

Dear: _____

Address: _____

On _____, you requested the following reasonable accommodation:

We have reviewed your request and we have decided:

To approve your request. We will make the following change(s) in rule, policy or practices:

Date change(s) will be made: _____

To deny your request. We denied your request because:

In making this denial decision, we relied on information provided by the following people or documents:

To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

Apartment Manager

Date

Attachment 4

Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development
Office of Fair Housing & Equal Opportunity
400 State Avenue
Gateway Tower II
Kansas City, Kansas 66101
913-551-6958 or 800-743-5323

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 08-12-62937
HUD# 07-12-0717-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

METRO PROPERTY MANAGEMENT
2175 NW 86th Street Suite 12
Clive, Iowa 50325

MIKE BOGE
Metro Property Management
2175 NW 86th Street Suite 12
Clive, Iowa 50325

COMPLAINANT

BOBBI SMITH
Urbandale, IA 50322

AND

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

Description of the Parties:

Complainant alleged Respondents discriminated against her because of her sex by threatening to terminate her tenancy after she was the victim of domestic violence. Respondents deny having discriminated against Complainant, but agree to settle this complaint by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property, a one-bedroom apartment located at 6316 Urbandale Avenue #21, Urbandale, IA 50322.

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 Law

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 Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. 42 U.S.C. 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. Iowa Code § 216.8(1)(b).

Voluntary and Full Settlement

3. 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.
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. 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. 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

7. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents' agents, officers and/or employees 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, and with regard to any and all other matters, 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

9. Respondent Mike Boge agrees he will review the following publications addressing fair housing law as it relates to victims of domestic within 90 days of his receipt of a Closing Letter from the Commission.
 - a) Iowa Code § 216.8(1)(b).
 - b) HUD Press Release:
"HUD Issues Guidance on Discrimination Complaints from Victims of Domestic Violence,"
http://portal.hud.gov/hudportal/HUD?src=/press/press_releases_media_advisories/2011/HUDNo.11-021
 - c) "Denying Housing to Survivors of Domestic Violence May Violate the Fair Housing Laws,"
<http://www.iowalegalaid.org/resource/denying-housing-to-survivors-of-domestic-viol?ref=7c8tY>
 - d) HUD Guidance:
"Accessing Claims of Housing Discrimination from Victims of Domestic Violence under the Fair Housing Act (FHA) and the Violence Against Women Act (VAWA),"

<http://www.hud.gov/offices/fheo/library/11-domestic-violence-memo-with-attachment.pdf>

Respondent also agrees to send documentation to the Commission verifying he has read and understands the above-listed training materials. Respondents will send the documentation to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of reviewing the training materials (within 90 days of his receipt of a Closing Letter from the Commission).

Relief for Complainant

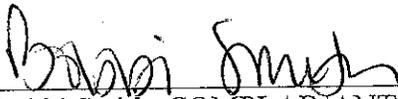
10. Complainant agrees to settle this complaint against Respondents; if Respondents agree to withdraw their demand for damages to the apartment door (\$125.00). Respondents agree to withdraw their demand that Complainant pay Respondents \$125 for damages to Complainant's apartment door. Respondents agree they will not pursue recovery of the \$125 owed in small claims court or in any other process or proceeding.

Metro Property Management, RESPONDENT

Date

Mike Boge, RESPONDENT

Date



Bobbi Smith, COMPLAINANT

Date

9/18/12

Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date

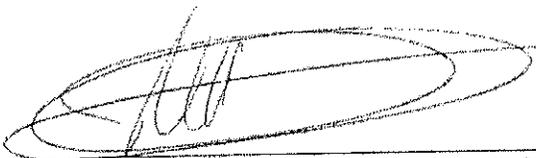
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IOWA CIVIL RIGHTS COMMISSION
2012 SEP 21 PM 12:51

<http://www.hud.gov/offices/fheo/library/11-domestic-violence-memo-with-attachment.pdf>

Respondent also agrees to send documentation to the Commission verifying he has read and understands the above-listed training materials. Respondents will send the documentation to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of reviewing the training materials (within 90 days of his receipt of a Closing Letter from the Commission).

Relief for Complainant

10. Complainant agrees to settle this complaint against Respondents; if Respondents agree to withdraw their demand for damages to the apartment door (\$125.00). Respondents agree to withdraw their demand that Complainant pay Respondents \$125 for damages to Complainant's apartment door. Respondents agree they will not pursue recovery of the \$125 owed in small claims court or in any other process or proceeding.



Metro Property Management, RESPONDENT

9/24/12
Date

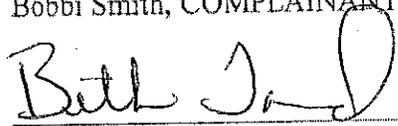


Mike Boge, RESPONDENT

9/24/12
Date

Bobbi Smith, COMPLAINANT

Date



Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

9-24-12
Date

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-12-62859
HUD# 07-12-0665-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

NATIONAL BISCUIT COMPANY FLATS, LLC
6333 East Mockingbird Lane Suite 147-909
Dallas, Texas 75214

JAN BOTE
National Biscuit Company Flats
1001 Cherry Street
Des Moines, Iowa 50309

COMPLAINANT

MARY CHAPMAN
Commissioner
Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319

AND

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

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their "no pets" policy for a service animal and this constituted a denial of rental housing based on disability. Respondents own or manage the subject property, a 54-unit apartment complex located at 1001 Cherry Street, Des Moines, IA 50309.

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 Law

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 Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability.
42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3)(a).
4. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.
42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2) and
42 U.S.C. 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1)
5. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their "no pets" policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a "no pets" policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a "no pets" policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to

sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability and a need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

Voluntary and Full Settlement

6. 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.
7. 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.
8. 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.
9. 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.

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10. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

11. 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, and with regard to any and all other matters, 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

12. Respondents agreed Jan Bote would receive training on the requirements of State and Federal Fair Housing Laws and the law regarding how to handle requests for reasonable accommodations from individuals with a disability. During Settlement discussions, Respondents and the Commission agreed Respondents would fulfill this training requirement by enrolling Jan Bote in the 2012 Housing Iowa Conference held in Des Moines, Iowa on September 5th and 6, 2012.

Respondents also agreed to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, on or before September 30, 2012.

New Policy and Practice

13. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective residents inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3)

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future resident who has requested an accommodation, in a form substantially equivalent to Attachment 4.

Respondents agree to modify their current policy and no longer require a written affidavit from a licensed physician when an individual makes a request for a reasonable accommodation due to a disability. Under the modified policy, if the tenant/prospective tenant's disability is not obvious, Respondents can ask the tenant/prospective tenant to provide documentation from a health care provider that verifies their disability, but Respondent cannot ask for descriptive details about the disability. Respondents also agree to send documentation to the Commission, verifying they have modified their policy, to the attention of Don Grove, Supervisor of Investigations, within ten (14) days of receiving a Closing Letter from the Commission.

Review of Tenant Files

14. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected residents, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Don Grove, Supervisor of Investigations. For each error, Respondents shall provide:

- Name, address, and telephone number of affected resident;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected resident notified of error; and

Relief for Complainant

15. Respondents agree Jan Bote will to attend and participate in a Community Fair Housing Event within 120 days of receiving a Closing Letter from the Commission. Respondents also agree if they cannot find a Fair Housing Event to attend, Respondents will be amenable to the Commission's recommendation of an upcoming Fair Housing Event to be hosted in Des Moines or surrounding communities. The parties agree if Complainant cannot find a Fair Housing Event to attend and if the Commission does not recommend one this requirement would be voided.

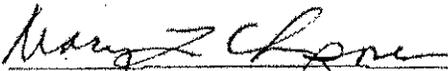
Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event they attended, including date, who attended, location, and topics discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving a closing letter from the Commission.

National Biscuit Company, LLC, RESPONDENT

Date

Jan Bote, RESPONDENT

Date



Mary Chapman, COMPLAINANT



Date

Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date

Nature of action taken to correct error.

Relief for Complainant

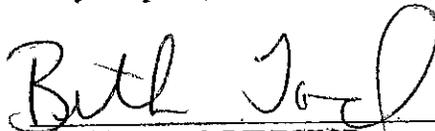
- 15. Respondents agree Jan Bote or the property's manager, if different will attend and participate in a Community Fair Housing Event within 120 days of receiving a Closing Letter from the Commission. Respondents also agree if they cannot find a Fair Housing Event to attend, Respondents will be amenable to the Commission's recommendation of an upcoming Fair Housing Event to be hosted in Des Moines or surrounding communities. The parties agree if Complainant cannot find a Fair Housing Event to attend and if the Commission does not recommend one this requirement would be voided.

Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event they attended, including date, who attended, location, and topics discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving a closing letter from the Commission.


 National Biscuit Company Flats, LLC, RESPONDENT MANAGING MEMBER 9/26/12
 Date


 Jan Bote, RESPONDENT 9-24-12
 Date

 Mary Chapman, COMPLAINANT Date


 Beth Townsend, DIRECTOR 9-26-12
 IOWA CIVIL RIGHTS COMMISSION Date

Attachment 1

Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: _____

Today's Date: _____

Signature of Tenant or Applicant: _____

The person who has a disability requiring a reasonable accommodation is:

Me

A person associated or living with me

Name of person with disability: _____

Address: _____

Telephone: _____

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

I need this reasonable accommodation because:

Requester

Date

Apartment Manager

Date

Attachment 2

Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On _____, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

Signature of Tenant or Applicant: _____

Name of Tenant or Applicant: _____

Address: _____

Date: _____

I, the undersigned, Apartment Manager of _____ Apartments:

Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

Granted the request.

Explained the request could not be evaluated until the following additional information is provided.

Apartment Manager

Date

Attachment 3

Approval or Denial of Reasonable Accommodation Request

Dear: _____

Address: _____

On _____, you requested the following reasonable accommodation:

We have reviewed your request and we have decided:

To approve your request. We will make the following change(s) in rule, policy or practices:

Date change(s) will be made: _____

To deny your request. We denied your request because:

In making this denial decision, we relied on information provided by the following people or documents:

To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

Apartment Manager

Date

Attachment 4

Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development
Office of Fair Housing & Equal Opportunity
400 State Avenue
Gateway Tower II
Kansas City, Kansas 66101
913-551-6958 or 800-743-5323

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 06-12-62682
HUD# 07-12-0613-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

CONCORD SQUARE, L.L.C.
620 South Mississippi Avenue
Mason City, Iowa 50401

GEORGE DASKALOS
620 South Mississippi Avenue
Mason City, Iowa 50401

SUSAN DASKALOS
620 South Mississippi Avenue
Mason City, Iowa 50401

DENISE LATCH
C/O Concord Square L.L.C.
620 South Mississippi Avenue
Mason City, Iowa 50401

COMPLAINANT

MARY CHAPMAN
Commissioner
Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319

AND

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

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Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their "20-pound pet" policy for a service animal and this constituted a denial of rental housing based on disability. Respondents own or manage the subject property, a 26-unit apartment complex located at 506 South Tennessee Place, Mason City, IA 50401.

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 Law

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 Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability.
42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3)(a).
4. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.
42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2) and
42 U.S.C. 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1)
5. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their "20-pound pet" policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and

cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a "20-pound pet" policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a "20-pound pet" policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability and a need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

Voluntary and Full Settlement

6. 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.
7. 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.
8. 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.
9. 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

10. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission

determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

11. 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, and with regard to any and all other matters, 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

12. Respondents agree George Daskalos, Susan Daskalos and Denise Latch 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 address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a 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, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

New Policy and Practice

13. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective residents inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3)

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future resident who has requested an accommodation, in a form substantially equivalent to Attachment 4.

Review of Tenant Files

14. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected residents, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Don Grove, Supervisor of Investigations. For each error, Respondents shall provide:

- Name, address, and telephone number of affected resident;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected resident notified of error; and
- Nature of action taken to correct error.

George Daskalos
Concord Square, L.L.C., RESPONDENT

9-26-12
Date

George Daskalos
George Daskalos, RESPONDENT

9-26-12
Date

Susan Daskalos
Susan Daskalos, RESPONDENT

9-26-12
Date

Denise E. Latch
Denise Latch, RESPONDENT

9-26-12
Date

Mary Chapman, COMPLAINANT

Date

Beth Townsend
Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

10-2-12
Date

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Concord Square, L.L.C., RESPONDENT

Date

George Daskalos, RESPONDENT

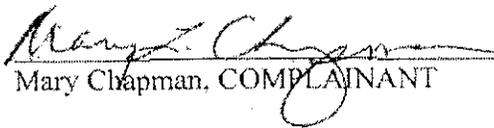
Date

Susan Daskalos, RESPONDENT

Date

Denise Latch, RESPONDENT

Date


Mary Chapman, COMPLAINANT

10/5/2012
Date

Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date

Attachment 1

Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: _____

Today's Date: _____

Signature of Tenant or Applicant: _____

The person who has a disability requiring a reasonable accommodation is:

Me

A person associated or living with me

Name of person with disability: _____

Address: _____

Telephone: _____

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

I need this reasonable accommodation because:

Requester

Date

Apartment Manager

Date

Attachment 2

Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On _____, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

Signature of Tenant or Applicant: _____

Name of Tenant or Applicant: _____

Address: _____

Date: _____

I, the undersigned, Apartment Manager of _____ Apartments:

Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

Granted the request.

Explained the request could not be evaluated until the following additional information is provided.

Apartment Manager

Date

Attachment 3

Approval or Denial of Reasonable Accommodation Request

Dear: _____

Address: _____

On _____, you requested the following reasonable accommodation:

We have reviewed your request and we have decided:

To approve your request. We will make the following change(s) in rule, policy or practices:

Date change(s) will be made: _____

To deny your request. We denied your request because:

In making this denial decision, we relied on information provided by the following people or documents:

To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

Apartment Manager

Date

Attachment 4

Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development
Office of Fair Housing & Equal Opportunity
400 State Avenue
Gateway Tower II
Kansas City, Kansas 66101
913-551-6958 or 800-743-5323

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-12-62565
EEOC# 26A-2012-00741C
CP# 05-12-62582
HUD# 07-12-0520-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

DOMINIUM MANAGEMENT SERVICES, LLC
2905 Northwest Blvd Suite 150
Plymouth, MN 55441

DES MOINES LEASED HOUSING ASSOCIATION IX
2905 Northwest Blvd Suite 150
Plymouth, MN 55441

ANGELA HELDT
Address unknown

JEFF BURRIS
C/O Dominion Management Services
PO Box 386
Ames, Iowa 50010

COMPLAINANT

AMY HUDSON
1640 Hull Avenue Apartment 104
Des Moines, Iowa 50313

AND

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

Description of the Parties and Subject Property:

Complainant worked for Respondents as a leasing consultant and resided at the housing complex where she worked. Respondents own or manage the subject property, known as Fenway Apartments, a 120-unit apartment complex, located at 1640 Hull Avenue, Des Moines, IA 50313.

Statement of Facts:

Complainant filed a complaint on or about May 12, 2011 with the Iowa Civil Rights Commission alleging discrimination in the area of employment (CP# 05-12-62565) which complaint was cross-filed with the United States Equal Opportunity Commission (EEOC# 26A-2012-00741C). On May 23, 2012, the United States Department of Housing and Urban Development (HUD) accepted a complaint filed by Complainant alleging discrimination in housing because of national origin and allegations of interference with fair housing rights and retaliation, on behalf of Complainant and her minor children. (HUD# 07-12-0520-8) the complaint was referred to the Iowa Civil Rights Commission for investigation (CP# 05-12-62582). Respondents deny having discriminated against Complainant or Complainant's minor children but have agreed to settle any and all claims raised in the complaints by entering into this Predetermination Settlement Agreement.

Acknowledgment of Fair Housing Law

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 Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents acknowledge that the Federal Fair Housing Act, as amended, make it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, religion, national origin, disability, or familial status of such person. 42 U.S.C. 3604(a).

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).

3. Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.
42 U.S.C. 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.
Iowa Code § 216.8(1) (b).

4. Respondents acknowledge that the Federal Fair Housing Act and Iowa Civil Rights Act, as amended, make it unlawful to discriminate or retaliate against another person in any of the rights protected against discrimination by this Chapter because such person has lawfully opposed any practice forbidden under this Chapter, obeys the provisions of this Chapter, or has filed a complaint, testified, or assisted in any proceeding under this Chapter.
42 U.S.C. 3617; Iowa Code § 21611(2).

Voluntary and Full Settlement

5. The parties acknowledge this Predetermination 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. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainants and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

10. Complainant hereby waives, releases, and covenants not to sue Respondents and all their officers, directors, managing members, partners, agents, employees, representatives, insurers, successors, predecessors, affiliates, attorneys, and assigns, and each of them 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, the EEOC or any other anti-discrimination agency, and with regard to any and all other matters, claims, demands, actions, obligations, liabilities, damages, rights of any kind and indebtedness whatsoever, whether fixed or contingent, direct or indirect, known or unknown, accrued or unaccrued, of every nature and kind both at law and equity, including any further requests for attorneys' fees, penalties, or any other claims relating to Complainant's employment and housing with Respondent, 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, EEOC which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

If the above release is not sufficient to result in any agency closing and dismissing a complaint filed by Complainant, Complainant agrees to take such other further and reasonable actions, such as submitting a letter withdrawing a complaint, to achieve a closure and dismissal of any complaint filed by Complainant with any other local, state, or federal anti-discrimination or civil rights agency.

Fair Housing Training

11. Respondents agree Jeff Burris will receive training on the requirements of State and Federal Fair Housing Laws by December 31, 2012. The training will address all aspects of fair housing law. 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, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

Landlord Reference

12. Respondents agree they will provide a neutral response to all future landlord reference checks or inquiries regarding Complainant's tenancy at Respondents' property. Respondents agree they will provide the dates of her tenancy, and will report that she always paid her rent on time and fulfilled the requirements of her lease agreement. Tara Bennett, Site Manager, will be the contact person for any rental reference request for Complainant. Respondents agree they will not provide any negative information or communicate any issue or concern regarding Complainant's tenancy, including the filing of this complaint. Respondents agree to note in Complainant's tenant file information describing this promise and responsibility concerning a neutral reference within seven (7) days of receiving a Closing Letter from the Commission. Respondent's obligation to provide a neutral reference is mutually dependent on Complainant's promise to vacate the apartment by no later than August 31, 2012 and to leave the apartment in clean and undamaged condition, normal wear and tear accepted.

In addition, Respondents agree to send Complainant a general landlord reference letter within seven days of the Respondents' receipt of a Closing Letter from the Commission. The letter will state the dates of Complainant's tenancy, the fact that she always paid her rent on time and fulfilled the requirements of her lease agreement.

Respondents also agree to send documentation to the Commission, verifying the above referenced requirement has been noted in Complainant's tenant file and that the tenant reference letter has been sent to Complainant, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission.

Employment Reference

13. Respondents agree they will provide a neutral response to all future employment reference checks or inquiries regarding Complainant's employment with Respondents. Respondents agree they will provide the dates of her employment, job title and job description. Human Resource employee, Christy Humphrey, Employment Manager for Dominion Management Services, LLC will be the contact person for any employment reference request for Complainant. Respondents agree they will not provide any negative information or communicate any issue or concern regarding Complainant's employment, including the filing of discrimination complaints. Respondents agree to note in Hudson's personnel file this agreement to provide a reference as stated herein within seven (7) days of receiving a Closing Letter from the Commission.

In addition, Respondents agree to send Complainant a reference letter within seven days of the Respondents' receipt of a Closing Letter from the Commission. The reference letter will document the dates of Complainant's employment, her job title and a copy of Complainant's job description.

Respondents also agree to send documentation to the Commission, verifying the above mentioned reference requirement has been noted in Respondent's personnel files and that the reference letter has been sent to Complainant, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission.

Relief for Complainant and Agreement Regarding Lease Termination

14. The parties have agreed that Complainant's lease will end on August 31, 2012 at Noon as stated on her Lease Agreement. Respondent has agreed to adjust Complainant's rental account to show that rent of \$800 a month is acknowledged and received as paid in full for June, July, and August 31, 2012. Complainant, in turn, promises to vacate at Noon on August 31, 2012 and to leave the apartment in a clean and undamaged condition, normal wear and tear accepted. Tara Bennett will meet with Complainant at Noon on August 31, 2012 to accept keys to the apartment and to do a check-out of the apartment and confirm that it has been turned over to Respondent in good condition, without damage, normal wear and tear accepted. Complainant is responsible for removing her household and personal property and turning over keys and access materials at Noon. If Complainant does not vacate as promised, Respondent will not be obligated in the future to give a reference that Complainant fulfilled the terms of her rental agreement.

Between now and the August 31, 2012 Noon check-out, Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment or discrimination. Complainant agrees to follow the terms of her lease agreement and all of Respondents' rules and regulations

15. Respondents agree to waive the \$2,400 rent balance and any interest and fees owed by Complainant for June, July and August 2012. Respondents agree they will not pursue recovery of rent, interest and fees for June, July and August 2012, in small claims court or in any other process or proceeding.
16. The parties acknowledge that on August 1, 2012, an eviction hearing was scheduled where local counsel for Respondent appeared and Complainant appeared with a Legal Aid attorney. The parties signed an agreement that provided that the eviction case would be continued for an automatic dismissal on September 4, 2012. If Complainant honors her agreement to vacate as promised herein on August 31, 2012, the dismissal will become automatic without further action or appearance by either party. If Complainant does not honor her agreement to vacate on August 31, 2012, the Agreement signed in eviction court by Complainant provides that Respondent may appear in eviction court to obtain a judgment on the eviction proceedings against Complainant.

Respondents agree to immediately fax a copy of the eviction proceedings agreement to Natalie Burnham at 515-242-5840.

17. Respondents agree to pay Complainants \$5,000.00 without any deductions. Respondents agree to make the check out to Amy Hudson, and send the check to Natalie Burnham at the Iowa Civil Rights Commission, Grimes State Office Building, 400 East 14th Street, Des Moines, Iowa 50319 within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Complainant will come in person to the Commission to pick up the settlement check.

Signatures on the following page (Page 7)

Dominium Management Services, LLC, RESPONDENT

Date

Des Moines Leased Housing Association IX, RESPONDENT

Date



Jeff Burris, RESPONDENT

Date

8-7-12



Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date

8-13-12

AUG. 8. 2012 2:52PM

NO. 310 P. 7

Alan J. Frewer UP Property Mgmt
Dominium Management Services, LLC, RESPONDENT

8/9/12
Date

[Signature]
Des Moines Leased Housing Association IX, RESPONDENT

8/9/12
Date

Jeff Burris, RESPONDENT

Date

Amy Hudson
Amy Hudson, COMPLAINANT

8/8/12
Date

Bill Jond
Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

8/8/12
Date

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is dated April __, 2013, between the Iowa Civil Rights Commission, Johnnie Turner, Katherine Turner, Frey's Mobile Home Park, Inc., and James R. Frey. L9990

There is currently pending in the Iowa District Court for Fayette County, Case No. CVCV053590 entitled *Iowa Civil Rights Commission ex rel. Johnnie Turner and Katherine Turner v. Frey's Mobile Home Park, Inc., and James R. Frey*.

The Iowa Civil Rights Commission, Johnnie Turner, Katherine Turner, Frey's Mobile Home Park, Inc., and James R. Frey have agreed to settle all claims that may exist between them.

The parties therefore agree as follows.

1. Frey's Mobile Home Park, Inc. and James R. Fry (collectively "the Freys") agree to pay Johnnie Turner and Katherine Turner ("the Turners") a lump sum of \$7,500, without deduction or withholding, for fair housing damages. Within 30 days of the date of this Agreement, the Freys will provide a certified check made payable to the Turners and delivered to the Turners' counsel.
2. The Freys agree to the entry of the stipulated consent judgment against them in the form attached to this Agreement.
3. In consideration of the foregoing and of the agreements contained in this Agreement, and except as otherwise specifically provided in this Agreement, the Iowa Civil Rights Commission and the Turners irrevocably and unconditionally release, acquit, and forever discharge the Freys and all of their officers, directors, employees, agents and attorneys, from any liability whatsoever from any claims, demands and causes of action of every nature whatsoever that they may have or may ever claim to have that relate to or arise out of all claims made, or which could have been made, in the action filed in the Iowa District Court for Fayette County, Case No. CVCV053590 entitled *Iowa Civil Rights Commission ex rel. Johnnie Turner and Katherine Turner v. Frey's Mobile Home Park, Inc., and James R. Frey*. This release covers all damages, whether known or not, arising from the matters referred to in this Agreement.

4. In consideration of the foregoing and of the agreements contained in this Agreement, and except as otherwise specifically provided in this Agreement, the Freys irrevocably and unconditionally release, acquit, and forever discharge the Iowa Civil Rights Commission, the Turners, and all of their officers, directors, employees, agents and attorneys, from any liability whatsoever from any claims, demands and causes of action of every nature whatsoever that they may have or may ever claim to have that relate to or arise out of

a. all claims made, or which could have been made, in the action filed in the Iowa District Court for Fayette County, Case No. CVCV053590 entitled *Iowa Civil Rights Commission ex rel. Johnnie Turner and Katherine Turner v. Frey's Mobile Home Park, Inc., and James R. Fry*;

b. all claims the Freys may have against the Turners for the damages the Turners allegedly caused to the mobile home they rented from the Freys;

c. all claims arising out of the Turners' leasing of a mobile home from the Freys.

5. In further consideration, both the Turners and the Freys agree not to have any contact with the others. The Turners agree not to be present on the Freys' property for any reason and the Freys agree not to be present on the Turners' property for any reason.

6. Despite anything in this Agreement to the contrary, nothing in paragraphs 3 and 4, or in this Agreement generally, applies to actions for breach of this Agreement or to actions for breach of the stipulated consent judgment entered in the action filed in the Iowa District Court for Fayette County, Case No. CVCV053590 entitled *Iowa Civil Rights Commission ex rel. Johnnie Turner and Katherine Turner v. Frey's Mobile Home Park, Inc., and James R. Frey*. Nor does anything in this Agreement apply to other charges of housing discrimination against the Freys filed with the Iowa Civil Rights Commission before or after the date of this Agreement.

7. This Agreement identifies all the consideration that the Iowa Civil Rights Commission and the Turners will receive from the Freys related to the claims covered by this Agreement. The Iowa Civil Rights Commission and the Turners expressly acknowledge no other party or others acting on their behalf has made any

promise for any additional consideration other than the consideration set forth in this Agreement.

8. The parties acknowledge that this Agreement is a public record under chapter 22 of the Iowa Code and that it is available for public inspection and copying. In addition, the Freys acknowledge that the Iowa Civil Rights Commission may publicize this settlement.

9. All parties are executing this Agreement solely in reliance upon their own knowledge, belief, and judgment and not upon any representations made by any of the other parties or others on their behalf.

10. Each party represents to the other that:

- a. It has read this Agreement;
- b. It understands this Agreement; and
- c. It has freely and voluntarily signed this Agreement.

11. If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.

IOWA CIVIL RIGHTS COMMISSION

By: Beth Townsend
Beth Townsend, Executive Director

Johnnie Turner
Johnnie Turner

Katherine Turner
Katherine Turner

Approved as to legal form & content:

By: Grant K. Dugdale
Grant K. Dugdale
Assistant Attorney General

Attorney for Iowa Civil Rights Commission, Johnnie Turner, and Katherine Turner

FREY'S MOBILE HOME PARK, INC.

By: James R. Frey Pres
James R. Frey, Executive President

James R. Frey
James R. Frey

Approved as to legal form & content:

By: Barrett Gipp
Barrett Gipp

Attorney for Frey's Mobile Home Park, Inc. and James Frey

IN THE IOWA DISTRICT COURT FOR FAYETTE COUNTY

IOWA CIVIL RIGHTS COMMISSION
ex rel. JOHNNIE TURNER AND
KATHERINE TURNER,

Plaintiff,

vs.

FREY'S MOBILE HOME PARK, INC.
AND JAMES FREY,

Defendants.

) Case No. CVCV053590

) STIPULATED CONSENT JUDGMENT AND
) PERMANENT INJUNCTION

Clerk of District Court
Fayette County Iowa

2013 APR 24 AM 10:02

Plaintiff Iowa Civil Rights Commission ex rel. Johnnie Turner and Katherine
Turner, Frey's Mobile Home Park, Inc., and James Frey agree as follows:

1. This court has jurisdiction over the parties and the subject matter of this case.
2. The Iowa Civil Rights Commission has filed this petition against Frey's Mobile Home Park, Inc. and James Frey for engaging in discriminatory practices under Iowa Code chapter 216.
3. As part of a settlement, Frey's Mobile Home Park, Inc. and James R. Frey hereby agree to the entry of a consent judgment against them.

IT IS THEREFORE ORDERED that Frey's Mobile Home Park, Inc., James R. Frey, and their agents, employees, successors, and all other persons in active concert or participating with any of them are hereby enjoined from (1) violating the Iowa

2013 MAY 15 PM 12:21

IOWA CIVIL RIGHTS COMMISSION

Civil Rights Act by discriminating on the basis of disability; (2) violating the Iowa Civil Rights by failing to permit reasonable modifications to a dwelling for a prospective or current tenant with a disability; and (3) otherwise violating the Iowa Civil Rights Act as it relates to housing.

IT IS FURTHER ORDERED that this court will retain jurisdiction over this case for the purpose of enforcement.

Dated this 29 day of April, 2013.

Margaret L. Lingreen
Judge, First Judicial District

Margaret L. Lingreen
Judge, First Judicial District

Clerk of District Court
Fayette County, Iowa

2013 APR 29 AM 8:52

FILED

Agreed to by:

Iowa Civil Rights Commission

By: Beth Townsend
Beth Townsend
Executive Director

Frey's Mobile Home Park, Inc.

By: James R. Frey pres.
James Frey
President

James R. Frey
James Frey

Approved as to form:

Grant K. Dugdale
Grant K. Dugdale
Assistant Attorney General

Approved as to form:

Barrett Gipp
Barrett Gipp

Attorney for Iowa Civil Rights
Commission, Johnnie Turner, and
Katherine Turner

Attorney for Frey's Mobile Home Park,
Inc. and James Fry

On 4-30 20 13
Copy of this document was mailed to
Dugdale-m
Gipp-j

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-12-62554
HUD# 07-12-0506-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

RUSSELL J. HARDY
524 2nd Street SW
Mason City, IA 50401

MARY STINNETT
524 2nd Street SW
Mason City, IA 50401

BONNIE KLUNDER
524 2nd Street SW
Mason City, IA 50401

COMPLAINANT

MARY CHAPMAN
Commissioner
Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319

AND

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

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their \$225 "pet deposit" policy for a service animal and this constituted a denial of rental housing based on disability. Respondents own or manage the subject properties, a one

bedroom apartment located at 1419 N. Federal Avenue, Mason City, Iowa 50401, and a one bedroom apartment located at 330 East State Street, Mason City, Iowa 50401.

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 Law

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 Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability.
42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3)(a).
4. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.
42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2) and
42 U.S.C. 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1)
5. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their \$225 "pet deposit" policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a "pet deposit" policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a “ pet deposit” policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability and a need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

Voluntary and Full Settlement

6. 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.
7. 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.
8. 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.
9. 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

10. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

11. 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, and with regard to any and all other matters, 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

12. Respondents agree Russell Hardy, Mary Stinnett and Bonnie Klunder 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 address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a 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, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

New Policy and Practice

13. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective residents inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 1 and 2), and

- Approval or Denial of Reasonable Accommodation Request (Attachment 3)

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future resident who has requested an accommodation, in a form substantially equivalent to Attachment 4.

Review of Tenant Files

14. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected residents, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Don Grove, Supervisor of Investigations. For each error, Respondents shall provide:

- Name, address, and telephone number of affected resident;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected resident notified of error; and
- Nature of action taken to correct error.

Relief for Complainant

15. Respondents agree to plan, conduct, or sponsor a Fair Housing Event in Respondents' community that is open to other persons or organizations involved in the residential rental housing business, including housing providers, real estate agents, tenants, and prospective tenants.

Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event, including date and location, a list of invitees, and the agenda or outline of topics to be discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving a Closing Letter from the Commission.

Russell J. Hardy, RESPONDENT

Date

Mary Stinnett, RESPONDENT

Date

Bonnie Klunder, RESPONDENT

Date

Mary Chapman, COMPLAINANT

Date

Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date

Relief for Complainant

12 + 15

15. Respondents agree to plan, conduct, or sponsor a Fair Housing Event in Respondents' community that is open to other persons or organizations involved in the residential rental housing business, including housing providers, real estate agents, tenants, and prospective tenants.

Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event, including date and location, a list of invitees, and the agenda or outline of topics to be discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving a Closing Letter from the Commission.

Russell J. Hardy
Russell V. Hardy, RESPONDENT

7-12-12
Date

Mary J. Stinnett
Mary Stinnett, RESPONDENT

7-12-12
Date

Bonnie Klunder
Bonnie Klunder, RESPONDENT

7-12-12
Date

Mary Chapman, COMPLAINANT

Date

Beth Townsend
Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

7-12-12
Date

Relief for Complainant

15. Respondents agree to plan, conduct, or sponsor a Fair Housing Event in Respondents' community that is open to other persons or organizations involved in the residential rental housing business, including housing providers, real estate agents, tenants, and prospective tenants.

Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event, including date and location, a list of invitees, and the agenda or outline of topics to be discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving a Closing Letter from the Commission.

Russell J. Hardy, RESPONDENT

Date

Mary Stinnett, RESPONDENT

Date

Bonnie Klunder, RESPONDENT

Date



Mary Chapman, COMPLAINANT

Date 7/12/12

Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date

CP# 05-12-62554
HUD# 07-12-0506-8

PARTIES TO THE SETTLEMENT AGREEMENT:

Attachment 1

Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: _____

Today's Date: _____

Signature of Tenant or Applicant: _____

The person who has a disability requiring a reasonable accommodation is:

Me

A person associated or living with me

Name of person with disability: _____

Address: _____

Telephone: _____

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

I need this reasonable accommodation because:

Requester _____

Date _____

Apartment Manager _____

Date _____

Attachment 2

Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On _____, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

Signature of Tenant or Applicant: _____

Name of Tenant or Applicant: _____

Address: _____

Date: _____

I, the undersigned, Apartment Manager of _____ Apartments:

Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

Granted the request.

Explained the request could not be evaluated until the following additional information is provided.

Apartment Manager

Date

Attachment 3

Approval or Denial of Reasonable Accommodation Request

Dear: _____

Address: _____

On _____, you requested the following reasonable accommodation:

We have reviewed your request and we have decided:

To approve your request. We will make the following change(s) in rule, policy or practices:

Date change(s) will be made: _____

To deny your request. We denied your request because:

In making this denial decision, we relied on information provided by the following people or documents:

To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

Apartment Manager

Date

Attachment 4

Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development
Office of Fair Housing & Equal Opportunity
400 State Avenue
Gateway Tower II
Kansas City, Kansas 66101
913-551-6958 or 800-743-5323

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 02-13-63824 HUD# 07-13-0341-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

PAUL MACARTHUR
2050 SE Four Seasons Drive
Ankeny, IA50021-4468

SUN HOMES
Sun Communities Operating Limited Partnership
27777 Franklin Road
Suite 200
Southfield, MI 48034-8222

SUN COMMUNITIES INC.
27777 Franklin Road
Suite 200
Southfield, MI 48034-8222

COMPLAINANT

BETTY CURRAN
313 SE Parkland Court
Ankeny, IA 50021-4404

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties:

Complainant and the Other Aggrieved Persons (collectively, "Complainant") alleged that Paul MacArthur engaged in unwelcomed and offensive conduct that constituted sexual harassment and interfered with her right to discrimination-free housing. Respondents Sun Homes and Sun Communities, Inc. (collectively, "Sun") own or manage the subject property, a 413-lot mobile home park, located at 313 SE Parkland Court, Ankeny, IA 50021-4404 and deny any knowledge of the alleged actions by Paul MacArthur, a former employee of Sun.

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 Law

1. Sun agrees there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Sun acknowledges that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.
42 U.S.C. 3604(b).

Sun also acknowledges that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.
Iowa Code § 216.8(1) (b).

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. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement and that scanned or faxed signatures shall be deemed sufficient and treated as original signatures. The parties agree the executed signature pages will be attached to the body of this Agreement to constitute one document.
6. Sun agrees the Commission may review compliance with this Agreement. And as part of such review, Sun 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. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Sun agree otherwise, which they have done, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

8. Complainant hereby waives, releases, and covenants not to sue Paul MacArthur or Sun, its predecessors and successor companies, divisions, officers, directors, shareholders, agents, partners, members, employees, representatives, and attorneys, and all who claim through any of them from any, 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, and with regard to any and all other matters at any time up to the date of this Agreement, 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

9. Sun acknowledges that all employees of Sun Communities Inc. receive training on the requirements of State and Federal Fair Housing Laws and are required to undergo annual training on these matters throughout their employment. The trainings address all aspects of fair housing law and emphasize the law regarding the prohibition of discrimination in the form of sexual harassment. Each employee is required to take an assessment at the end of the training in order to get credit for the course, and failure to successfully complete the course requires retraining and retesting until successful completion.

Relief for Complainant

10. Sun agrees to pay Complainant \$6,017.20, without any deductions. Sun agrees to issue the check to Betty Curran at the above address within seven (7) days of Sun's receipt of a Closing Letter from the Commission and receipt of Complainant's signature to a confidentiality agreement to which the parties have separately agreed. Sun also agrees to send a copy of the check to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of issuing the check to Complainant.

Complainant agrees to pay \$1,115.20 in rent to Sun within seven (7) days of receiving the \$6,017.20 check. Sun agrees not to assess additional late fees for March and April 2013 if Complainant makes the \$1,115.20 rent payment as outlined in the previous sentence.

11. Complainant and Sun agree to abide by the terms and conditions of rental as outlined in the current lease agreement and future agreements, if any. Complainant agrees to making on-time rent payments, which includes water and sewer, and to pay any fees resulting from late rent payments. Sun agrees to comply with state and federal fair housing laws in terms of enforcement of the terms of the current and future lease agreements with all tenants at Autumn Ridge Estates, including Complainant. Complainant understands any unpaid late fees will be considered to be "late-rent." Complainant understands non-payment of rent, water and sewer, and fees, as assessed according to the lease agreement, may lead to standard notices and eviction proceedings. Complainant understands Sun's future enforcement of the aforementioned terms are not retaliatory in nature as long as Sun's actions are consistent with their enforcement of the published rules and regulations and lease terms for tenants similarly-situated to Complainant.
12. Prior to the closing of the current complaint, Sun agrees to refrain from all court action to enforce the terms of the lease agreement.
13. At the time Complainant executes this Agreement, Complainant agrees to submit to Sun a copy of the title to the mobile home currently located at her current address as indicated in the first page of this agreement and a copy of the current lease agreement between Complainant and Sun. She may provide a copy of this information to the community office at Autumn Ridge.
14. Sun agrees to display form HUD-928.1 at the community office at Autumn Ridge Estates mobile home community.

Signature Page to
PREDETERMINATION SETTLEMENT AGREEMENT

CP# 02-13-63824 HUD# 07-13-0341-8

PAUL MACARTHUR, RESPONDENT

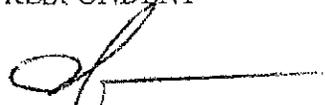
Date



3/28/13

SUN HOMES, RESPONDENT

Date



3/28/13

SUN COMMUNITIES INC., RESPONDENT

Date

BETTY CURRAN, COMPLAINANT

Date

Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date

SUN HOMES, RESPONDENT

Date

SUN COMMUNITIES INC., RESPONDENT

Date

BK

27 March 2013

BETTY CURRAN, COMPLAINANT

Date

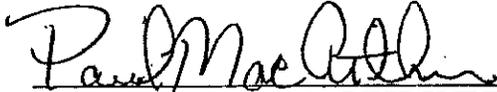
Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date

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Signature Page to
PREDETERMINATION SETTLEMENT AGREEMENT

CP# 02-13-63824 HUD# 07-13-0341-8



PAUL MACARTHUR, RESPONDENT

4/10/13
Date

SUN HOMES, RESPONDENT

Date

SUN COMMUNITIES INC., RESPONDENT

Date

BETTY CURRAN, COMPLAINANT

Date



Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

4-11-13
Date

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-13-63752
HUD# 07-13-0299-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

COUNTRY COURT APARTMENTS, LC

c/o Eric Sheldahl
3815 NW 109th Street, Suite A
Urbandale, Iowa 50322

ERIC SHELDAHL

3815 NW 109th Street, Suite A
Urbandale, Iowa 50322

MARVIN BYRKETT

c/o Eric Sheldahl
3815 NW 109th Street, Suite A
Urbandale, Iowa 50322

COMPLAINANT

MARY CHAPMAN

Commissioner
Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their \$50 monthly "pet-fee" policy for a service animal and this resulted in different terms and conditions of rental and a denial of rental housing based on disability. Respondents owned or managed the subject property, a 96-unit apartment complex, located at, 395 4th Street, Waukee, IA 50263.

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 Law

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 Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability.
42 U.S.C. 3604(f)(1)(a); Iowa Code § 216.8A(3)(a).
4. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.
42 U.S.C. 3604(f)(2)(a) and 42 U.S.C. 3604(f)(3)(b);
Iowa Code § 216.8A(3)(b)(1) and Iowa Code § 216.8A(3)(c)(2).
5. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their "no-pets" policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a "no-pets" policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a "no-pets" policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such

as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability and a need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

Voluntary and Full Settlement

6. 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.
7. 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.
8. 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.
9. 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

10. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

11. 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, and with regard to any and all other matters, 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

12. Respondents agree Eric Sheldahl and Marvin Byrnett 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 address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a 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, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

Modify Policy and Practice

13. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to update and modify their Reasonable Accommodation Policy. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective residents inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents shall use forms substantially equivalent to Attachments 1, 2 and 3:

- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3)

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using a form substantially equivalent the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon updating and modifying Respondents' Reasonable Accommodation Policy, Respondents shall provide written notice of those standards and procedures to each current and future resident who has requested an accommodation, in a form substantially equivalent to Attachment 4.

Review of Tenant Files

14. Respondents agree to review all current tenant files at all of their residential rental properties to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected residents, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, stating: (1) the name of each residential rental property, (2) the number of rental units, (3) the number of tenant files reviewed, (4) the name and job title of the person or persons who reviewed those files, (5) the date or dates those files were reviewed, (6) the number of errors found, and (7) the number of errors corrected. For each error, Respondents shall include in its written report to the Commission the following information:

- Name, address, and telephone number of affected resident;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected resident notified of error; and
- Nature of action taken to correct error.

Relief for Complainant

15. Respondents agree to promote Fair Housing by notifying current tenants that April 2013 is Fair Housing Month, and the 45th Anniversary of the Fair Housing Act, by printing a full-color flyer and distributing the flyer to each of their tenants on or before April 15, 2013. The flyer will be a minimum size of 8.5" x 11" and Respondents agree to access the flyer online at http://portal.hud.gov/hudportal/documents/huddoc?id=nfha_hud_12_en_chalkflag.pdf

Prior to the printing the flyers, Respondents agree to add the following contact information for the Commission to the flyer directly below the contact information for HUD:

Or Contact the Iowa Civil Rights Commission at 515-281-4121 or Toll Free at 1-800-457-4416 or online at <http://www.state.ia.us/government/crc/>

Respondents also agree to send a copy of the flyer distributed to tenants to the Commission, verifying the fair housing flyers have been distributed with a list of tenants who received the flyer, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the flyer.

16. Within thirty (30) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, listing each rental property owned and/or managed by Respondent Eric Sheldahl with: (1) the address of each rental property, and (2) the number of rental units at each rental property.
17. Within thirty (30) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, listing each rental property where Marvin Byrkett provides maintenance services and or consultation with: (1) the address of each rental property, and (2) the number of rental units at each rental property.

Eric Sheldahl, RESPONDENT

Date

Marvin Byrkett, RESPONDENT

Date

Country Court Apartments, LC, RESPONDENT

Date

Mary Chapman, COMPLAINANT

Date

Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

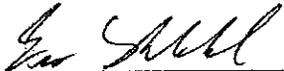
Date

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Toll Free at 1-800-457-4416 or online at
<http://www.state.ia.us/government/crc/>

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17. Within thirty (30) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, listing each rental property where Marvin Byrket provides maintenance services and or consultation with: (1) the address of each rental property, and (2) the number of rental units at each rental property.


Eric Sheldahl, RESPONDENT

4-10-13
Date


Marvin Byrket, RESPONDENT

4-10-13
Date


Country Court Apartments, LC, RESPONDENT

4-10-13
Date

Mary Chapman, COMPLAINANT

Date

Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date

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Respondents also agree to send a copy of the flyer distributed to tenants to the Commission, verifying the fair housing flyers have been distributed with a list of tenants who received the flyer, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the flyer.

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17. Within thirty (30) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, to the attention of Don Grove, Supervisor of Investigations, listing each rental property where Marvin Byrkett provides maintenance services and or consultation with: (1) the address of each rental property, and (2) the number of rental units at each rental property.

Eric Sheldahl, RESPONDENT

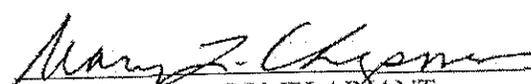
Date

Marvin Byrkett, RESPONDENT

Date

Country Court Apartments, LC, RESPONDENT

Date



Mary Chapman, COMPLAINANT

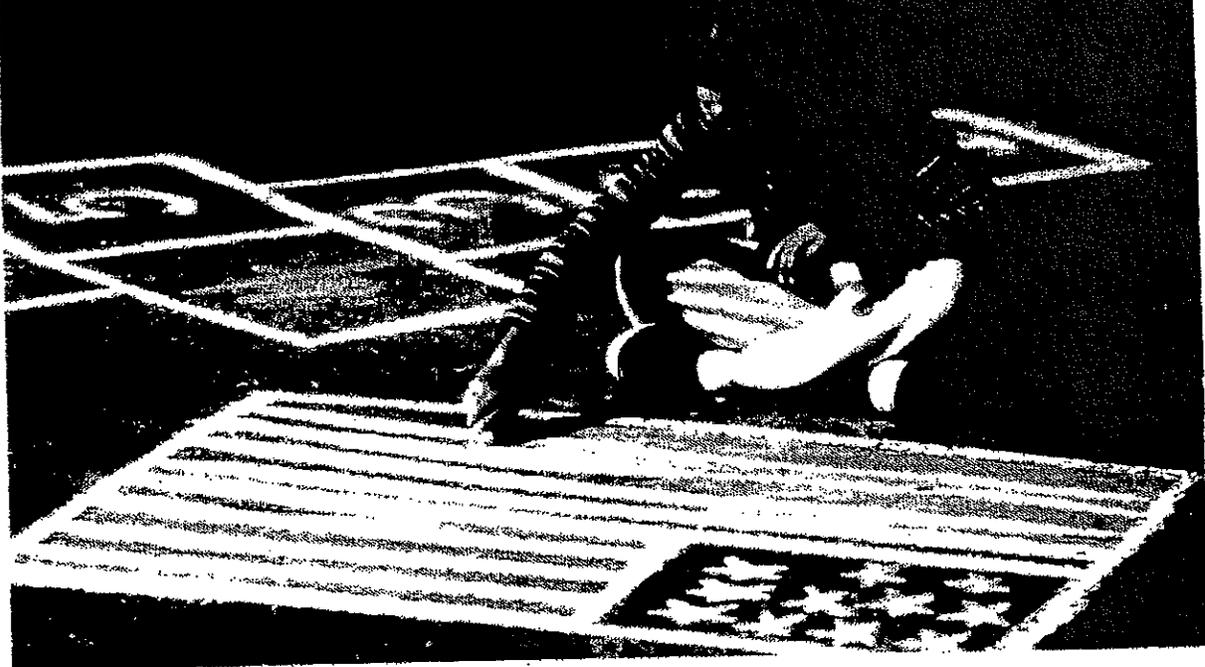
4/15/13
Date



Beth Townsend, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

4-15-13
Date

HOUSING DISCRIMINATION HAS NO PLACE IN OUR NATION



LEARN SOME POSSIBLE SIGNS SO YOU CAN HELP STOP IT.

- "We don't take kids."
- "We don't take teenagers."
- "I can't assign you a handicap parking space."
- "The apartment I told you about on the phone has been rented."
- "We only take people who speak English."
- "The ad was wrong – the rent is really \$75 more."

THE ONLY WAY TO STOP HOUSING DISCRIMINATION IS FOR YOU TO REPORT IT.

Visit www.hud.gov/fairhousing or call the HUD Hotline

1-800-669-9777 (voice) 1-800-927-9275 (TTY)



A public service message from the U.S. Department of Housing and Urban Development in partnership with the National Fair Housing Alliance. The federal Fair Housing Act prohibits discrimination because of race, color, religion, national origin, sex, family status or disability. For more information, visit www.hud.gov/fairhousing.

NFHA
National Fair Housing Alliance

Or Contact the Iowa Civil Rights Commission at 515-281-4121 or
Toll Free at 1-800-457-4416 or online at
<http://www.state.ia.us/government/crc/>

Attachment 1

Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development
Office of Fair Housing & Equal Opportunity
400 State Avenue
Gateway Tower II
Kansas City, Kansas 66101
913-551-6958 or 800-743-5323

Attachment 2

Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: _____

Today's Date: _____

Signature of Tenant or Applicant: _____

The person who has a disability requiring a reasonable accommodation is:

Me

A person associated or living with me

Name of person with disability: _____

Address: _____

Telephone: _____

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

I need this reasonable accommodation because:

Requester

Date

Apartment Manager

Date

Attachment 3

Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On _____, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

Signature of Tenant or Applicant: _____

Name of Tenant or Applicant: _____

Address: _____

Date: _____

I, the undersigned, Apartment Manager of _____ Apartments:

Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

Granted the request.

Explained the request could not be evaluated until the following additional information is provided.

Apartment Manager

Date

Attachment 4

Approval or Denial of Reasonable Accommodation Request

Dear: _____

Address: _____

On _____, you requested the following reasonable accommodation:

We have reviewed your request and we have decided:

To approve your request. We will make the following change(s) in rule, policy or practices:

Date change(s) will be made: _____

To deny your request. We denied your request because:

In making this denial decision, we relied on information provided by the following people or documents:

To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

Apartment Manager

Date