

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 08-12-62952  
HUD# 07-12-0745-8

## **PARTIES TO THE SETTLEMENT AGREEMENT:**

### **RESPONDENTS**

**BETTY SANDS**  
c/o Homz Management Corporation  
2550 Middle Rd Suite 601  
Bettendorf, Iowa 52722

**HOMZ MANAGEMENT CORPORATION**  
2550 Middle Rd Suite 601  
Bettendorf, Iowa 52722

**SPRUCE HILLS VILLAGE LLC**  
135 S. 84<sup>th</sup> Street, Suite 100  
Milwaukee, WI 53214

### **COMPLAINANT**

**AMANDA MCCARRON**  
2210 West Lake Road Unit 103  
North Liberty, Iowa 52317

**AND**

**IOWA CIVIL RIGHTS COMMISSION**  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

#### Description of the Parties:

Complainant alleged Respondents discriminated against her by refusing to repair the carpet in her apartment and subsequently issuing a no-pass inspection, due to the unrepaired carpet, resulting in different terms and conditions of rental based on disability. 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 located at 2380 Tech Drive, #101, Bettendorf, IA 52722.

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, and State Fair Housing laws makes it unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2); Iowa Code § 216.8A(3)(b)(1).

*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, for a period of two years from the Effective Date of this Agreement, examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission. The Effective Date of this Agreement shall be the date this Agreement is approved and signed 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 and releases from any and all present claims, damages, liabilities, and causes of action, whether known or unknown, and covenants not to sue, Respondents, their subsidiaries, affiliates, predecessors, successors and assigns, insurers, agents, shareholders, principals, employees, directors, and officers, 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 of any nature whatsoever which have arisen from any act, occurrence, transaction, omission, or communication which transpired or occurred at any time before or on 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. Respondents Betty Sands and HOMZ Management Corporation agree that they and each of their employees or agents who are involved in the management or operation of residential rental properties in the Quad Cities area 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. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents Betty Sands and HOMZ Management Corporation 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.

*Sensitivity Training*

10. Respondents Betty Sands and HOMZ Management Corporation agree that they and each of their employees or agents who are involved in the management or operation of residential rental properties in the Quad Cities area will receive sensitivity training on working with people with disabilities within 90 days of their receipt of a Closing Letter from the Commission. The training shall be conducted by a qualified person, approved by the Commission.

Respondents Betty Sands and HOMZ Management Corporation also agree to send documentation to the Commission, verifying the sensitivity training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

*Relief for Complainant*

11. Respondents agree to refund Complainant's \$452.69 security deposit, less no deductions. Respondents agree to send the check to Complainant at the above address within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Respondents agree they will not seek any monies from Complainant for cleaning or damage issues to Apartment 101 in small claims court or in any other process or proceeding.

Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of dispersing the monies.

\_\_\_\_\_  
Betty Sands, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homz Management Corporation, RESPONDENT

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Spruce Hills Village LLC, RESPONDENT

\_\_\_\_\_  
9/27/12  
Date

\_\_\_\_\_  
Amanda McCarron, COMPLAINANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date

*Sensitivity Training*

10. Respondents Betty Sands and HOMZ Management Corporation agree that they and each of their employees or agents who are involved in the management or operation of residential rental properties in the Quad Cities area will receive sensitivity training on working with people with disabilities within 90 days of their receipt of a Closing Letter from the Commission. The training shall be conducted by a qualified person, approved by the Commission.

Respondents Betty Sands and HOMZ Management Corporation also agree to send documentation to the Commission, verifying the sensitivity training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

*Relief for Complainant*

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Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of dispersing the monies.

\_\_\_\_\_  
Betty Sands, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homz Management Corporation, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spruce Hills Village LLC, RESPONDENT

\_\_\_\_\_  
Date

*Amanda McCarron-Hansen*

\_\_\_\_\_  
Amanda McCarron-Hansen, COMPLAINANT

*10/1/12*  
\_\_\_\_\_  
Date

*Beth Townsend*

\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

*by Don Grove  
Supervisor  
w/ permission*

*10-3-12*  
\_\_\_\_\_  
Date

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*Sensitivity Training*

10. Respondents Betty Sands and HOMZ Management Corporation agree that they and each of their employees or agents who are involved in the management or operation of residential rental properties in the Quad Cities area will receive sensitivity training on working with people with disabilities within 90 days of their receipt of a Closing Letter from the Commission. The training shall be conducted by a qualified person, approved by the Commission.

Respondents Betty Sands and HOMZ Management Corporation also agree to send documentation to the Commission, verifying the sensitivity training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

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Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of dispersing the monies.

\_\_\_\_\_  
Betty Sands, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homz Management Corporation, RESPONDENT

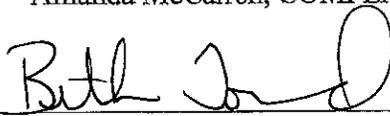
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Spruce Hills Village LLC, RESPONDENT

\_\_\_\_\_  
9/27/12  
Date

\_\_\_\_\_  
Amanda McCarron, COMPLAINANT

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
10/1/12  
Date

*Sensitivity Training*

10. Respondents Betty Sands and HOMZ Management Corporation agree that they and each of their employees or agents who are involved in the management or operation of residential rental properties in the Quad Cities area will receive sensitivity training on working with people with disabilities within 90 days of their receipt of a Closing Letter from the Commission. The training shall be conducted by a qualified person, approved by the Commission.

Respondents Betty Sands and HOMZ Management Corporation also agree to send documentation to the Commission, verifying the sensitivity training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

*Relief for Complainant*

11. Respondents agree to refund Complainant's \$452.69 security deposit, less no deductions. Respondents agree to send the check to Complainant at the above address within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Respondents agree they will not seek any monies from Complainant for cleaning or damage issues to Apartment 101 in small claims court or in any other process or proceeding.

Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of dispersing the monies.

Betty Sands 9/27/12  
Betty Sands, RESPONDENT Date

Homz Management Corporation 9/26/12  
Homz Management Corporation, RESPONDENT Date

Spruce Hills Village LLC 9/27/12  
Spruce Hills Village LLC, RESPONDENT Date

\_\_\_\_\_  
Amanda McCarron, COMPLAINANT Date

\_\_\_\_\_  
Beth Townsend, DIRECTOR Date  
IOWA CIVIL RIGHTS COMMISSION

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 08-12-62954  
HUD# 07-12-0743-8

## **PARTIES TO THE SETTLEMENT AGREEMENT:**

### **RESPONDENTS**

**ROBERT LUETH**  
1711 Street F16  
Manilla, Iowa 51454

**MARY LUETH**  
1711 Street F16  
Manilla, Iowa 51454

### **COMPLAINANT**

**MICHELLE R. FARROW**  
578 – 7<sup>th</sup> Avenue Apartment 2  
PO Box 564  
Manilla, Iowa 51454

AND

**IOWA CIVIL RIGHTS COMMISSION**  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

### Description of the Parties:

Complainant alleged Respondents refusal to waive their “no dog” and “pet fee” policies for her two assistance animals, a dog and a cat, constituted a failure to make a reasonable accommodation. Complainant also alleged interference with fair housing rights and retaliation. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property, a 4-plex located at 578 7<sup>th</sup> Avenue, Apartment 2, Manilla, IA 51454.

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 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 § 216.11(2).
3. 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).

*Voluntary and Full Settlement*

4. 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.
5. The parties enter into this Predetermination Settlement 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.
6. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

*Disclosure*

8. 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*

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, 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 Poster*

10. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

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

*Relief for Complainant*

11. The parties agree to sign this Agreement on Friday, September 14, 2012. Upon receiving Complainant's signed Agreement, the Commission will fax Complainant's signed Agreement to Respondents' attorney. Upon receiving Complainant's signed Agreement, Respondents agree to pay Complainant \$484.34 without any deductions. Respondents agree to deliver the check in person to Complainant's apartment at 578 7<sup>th</sup> Avenue, Apartment 2, Manilla,

IA by 8 PM on Friday, September 14, 2012. Respondents agree to make the check out to Westridge Mobile Home Park.

Respondents agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of dispersing the monies.

12. The parties agree to sign this Agreement on Friday, September 14, 2012. Upon receiving Complainant's signed Agreement, the Commission will fax Complainant's signed Agreement to Respondents' attorney. Upon receiving Complainant's signed Agreement, Respondents agree to pay Complainant \$150 without any deductions. Respondents agree pay \$150 to Harlan Municipal Utilities on Complainant's behalf for utilities at Complainant's new dwelling. Respondents will deliver the \$150 payment to Harlan Municipal Utilities located at 405 Chatburn Avenue, Harlan, IA 51537.

Respondents agree to send proof of payment to Harlan Municipal Utilities, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of dispersing the monies.

13. The parties have agreed that Complainant's lease will end on September 17, 2012, at 7 PM. Respondents agree to meet with Complainant at 7 PM on Monday, September, 17, 2012, unless the parties mutually agree to meet earlier in the day. Respondents agree to do a check-out of apartment 2 to confirm that it has been turned over to Respondents in good condition, without damage, normal wear and tear accepted. If there are no damage or cleaning issues at check-out, Respondents agree to immediately return \$94.34 of Complainant's \$310 security deposit to Complainant on September 17, 2012. The parties agree that the Respondent deducted \$175.66 Complainant owes Respondents for rent for the time period September 1, 2012, through September 17, 2012, and \$40 for a late fee since September 2012 rent was not paid on time. The check will be made out to Complainant. If there are cleaning or damage issues, Respondents agree to let Ruth Robins, with the Housing Authority inspect the alleged damage or cleaning issues.

Respondents agree to follow the provisions of Iowa Code § 562A.12 regarding the disposition of Complainants' security deposit tendered to them pursuant to their lease agreement.

Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of dispersing the monies. Respondents will also send supporting documentation to the Commission, detailing the disposition of Complainant's security deposit.

14. The parties have agreed that Complainant's lease will end on September 17, 2012, at 7 PM. Respondents agree to meet with Complainant at 7 PM on Monday, September, 17, 2012, unless the parties mutually agree to meet earlier in the day. Respondents agree to do a check-out of apartment 2 to confirm that it has been turned over to Respondents in good condition, without damage, normal wear and tear accepted. If there are no damage or cleaning issues at check-out, Respondents agree to immediately pay Complainant \$65.66. The check will be made out to Complainant. If there are cleaning or damage issues, Respondents agree to let Ruth Robins, with the Housing Authority inspect the alleged damage or cleaning issues.

Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of dispersing the monies. Respondents will also send supporting documentation to the Commission, detailing any charges deducted for cleaning or damage.

*MRL*  
*[Signature]*

Robert Lueth, RESPONDENT

Date

Mary Lueth, RESPONDENT

Date

*Michelle Renee Farrow*

Michelle Farrow, COMPLAINANT

*Sept 14, 2012*  
Date

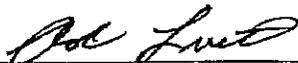
*Beth Townsend*

Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

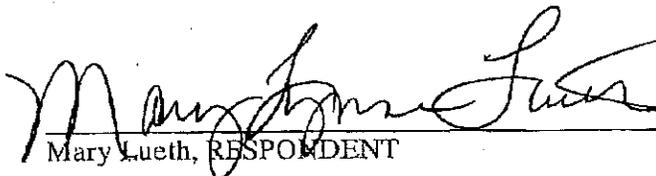
*9/15/2012*  
Date

14. The parties have agreed that Complainant's lease will end on September 17, 2012, at 7 PM. Respondents agree to meet with Complainant at 7 PM on Monday, September, 17, 2012, unless the parties mutually agree to meet earlier in the day. Respondents agree to do a check-out of apartment 2 to confirm that it has been turned over to Respondents in good condition, without damage, normal wear and tear accepted. If there are no damage or cleaning issues at check-out, Respondents agree to immediately pay Complainant \$65.66. The check will be made out to Complainant. If there are cleaning or damage issues, Respondents agree to let Ruth Robins, with the Housing Authority inspect the alleged damage or cleaning issues.

Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of dispersing the monies. Respondents will also send supporting documentation to the Commission, detailing any charges deducted for cleaning or damage.

  
\_\_\_\_\_  
Robert Lueth, RESPONDENT

9-14-12  
Date

  
\_\_\_\_\_  
Mary Lueth, RESPONDENT

9/14/12  
Date

\_\_\_\_\_  
Michelle Farrow, COMPLAINANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date

# PREDETERMINATION SETTLEMENT AGREEMENT

CP# 08-12-62977  
HUD# 07-12-0740-8

PARTIES TO THE SETTLEMENT AGREEMENT:

## RESPONDENTS

**JASON LIAO**  
2919 18<sup>th</sup> Avenue North  
Fort Dodge, Iowa 50501

**CHI YU CHU "JAMIE" LIAO**  
2919 18<sup>th</sup> Avenue North  
Fort Dodge, Iowa 50501

## COMPLAINANT

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

AND

**IOWA CIVIL RIGHTS COMMISSION**  
400 East 14<sup>th</sup> 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 4-unit apartment complex located at 1606 Knollcrest Drive, Fort Dodge, IA 50501.

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.

#### *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 Jason and Chi Yu Chu (Jamie) Liao 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.

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.

**Signatures on the Following Page (Page 6)**

Jason Liao, RESPONDENT

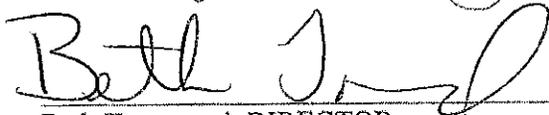
Date

Chi Yu Chu "Jamie" Liao, RESPONDENT

Date

  
Mary Chapman, COMPLAINANT

9/27/12  
Date

  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

10-8-12  
Date

Jason Liao  
Jason Liao, RESPONDENT

9/26/2012  
Date

Chi Yu Chu "Jamie" Liao  
Chi Yu Chu "Jamie" Liao, RESPONDENT

9/26/2012  
Date

\_\_\_\_\_  
Mary Chapman, COMPLAINANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date

RECEIVED  
IOWA CIVIL RIGHTS COM.  
2012 OCT -5 PM 4:24

**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):

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I need this reasonable accommodation because:

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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:

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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 14<sup>th</sup> 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# 07-12-62861  
HUD# 07-12-0669-8

**PARTIES TO THE SETTLEMENT AGREEMENT:**

**RESPONDENTS**

**CAMDEN ENTERPRISES II, LLC**  
c/o Larry Sadoris  
1472 Jordan Avenue  
Jefferson, Iowa 50129

**LARRY SADDORIS**  
1472 Jordan Avenue  
Jefferson, Iowa 50129

**COMPLAINANT**

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

**AND**

**IOWA CIVIL RIGHTS COMMISSION**  
400 East 14<sup>th</sup> 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 "non-refundable \$100 pet deposit" 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 36-unit apartment complex located at 102 South Grimmel Road, Jefferson, IA 50129.

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 "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 Larry Sadoris 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.

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 Larry Sadoris 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, Ames 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

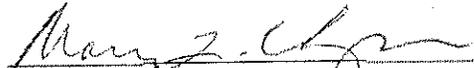
attended, location, and topics discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving a closing letter from the Commission.

\_\_\_\_\_  
Camden Enterprises II, LLC, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Larry Sadoris, RESPONDENT

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mary Chapman, COMPLAINANT

*10/29/12*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date

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.

James Sadoris  
Camden Enterprises II, LLC, RESPONDENT

10-24-12  
Date

James Sadoris  
Larry Sadoris, RESPONDENT

10-24-12  
Date

\_\_\_\_\_  
Mary Chapman, COMPLAINANT

\_\_\_\_\_  
Date

Beth Townsend *DO*  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

10-24-12  
Date

*Don Grove  
w/ permission  
+ authorization  
DO*

**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):

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I need this reasonable accommodation because:

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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:

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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 14<sup>th</sup> 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# 07-12-62862  
HUD# 07-12-0666-8

## PARTIES TO THE SETTLEMENT AGREEMENT:

### RESPONDENTS

**MKZ LLC**  
c/o Mary Zimmerman  
30995 570<sup>th</sup> Avenue  
Cambridge, Iowa 50046

**MARY ZIMMERMAN**  
30995 570<sup>th</sup> Avenue  
Cambridge, Iowa 50046

**PROPERTY SERVICE AGENCY, LC**  
c/o Chris Marty  
2538 East 190<sup>th</sup> Street  
Ames, Iowa 50010

**NORMAN MARTY**  
c/o Property Service Agency, LC  
PO Box 5  
Ames, Iowa 50010

### COMPLAINANT

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

AND

**IOWA CIVIL RIGHTS COMMISSION**  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

RECEIVED  
IOWA CIVIL RIGHTS COMM.  
2012 OCT 30 AM 9:55

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 dogs" 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 6-unit apartment complex, located at 312 Hayward Avenue, Ames, IA 50014.

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 dogs" 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 dogs" 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 dogs" 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 Chris Marty, Norman Marty and Mary Zimmerman 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 I 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 Chris Marty, Norman Marty and Mary Zimmerman 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 Ames, Des Moines or surrounding communities.

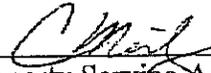
Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event they attended, including date, who attended, location, and topics discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving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

MKZ, LLC, RESPONDENT

Date

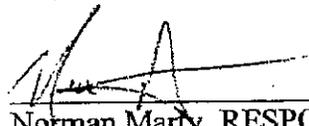
Mary K. Zimmerman, RESPONDENT

Date

  
Property Service Agency, LC, RESPONDENT

Date

10-30-12

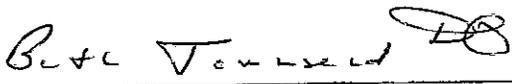
  
Norman Marty, RESPONDENT

Date

10-29-2012

Mary Chapman, COMPLAINANT

Date

  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

Date

10-30-12

Don Grove  
Supervisor  
with permission  
and  
authority by  
Director - Townsend  


- Date of request for reasonable accommodation;
- Nature of request;
- Date affected resident notified of error;
- Nature of action taken to correct error.

*Relief for Complainant*

15. Respondents agree Chris Marty, Norman Marty and Mary Zimmerman 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 do not 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.

Respondents agree to send written verification to the Commission and provide details 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.

Mary K. Zimmerman 10-25-12  
 MKZ, LLC, RESPONDENT Date

Mary K. Zimmerman 10-25-12  
 Mary K. Zimmerman, RESPONDENT Date

\_\_\_\_\_  
 Property Service Agency, LC, RESPONDENT Date

\_\_\_\_\_  
 Norman Marty, RESPONDENT Date

\_\_\_\_\_  
 Mary Chapman, COMPLAINANT

\_\_\_\_\_  
 Beth Townsend, DIRECTOR  
 IOWA CIVIL RIGHTS COMMISSION

*Natalie  
 Burnham  
 @iowa.gov*

- 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 Chris Marty, Norman Marty and Mary Zimmerman 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 Ames, Des Moines or surrounding communities.

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.

\_\_\_\_\_  
MKZ, LLC, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary K. Zimmerman, RESPONDENT

\_\_\_\_\_  
Date

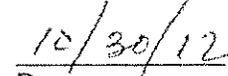
\_\_\_\_\_  
Property Service Agency, LC, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Norman Marty, RESPONDENT

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mary Chapman, COMPLAINANT

  
\_\_\_\_\_  
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 14<sup>th</sup> 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# 07-12-62863  
HUD# 07-12-0667-8

**PARTIES TO THE SETTLEMENT AGREEMENT:**

## **RESPONDENTS**

### **MOTHERSHIP PROPERTIES, LLC**

605 10<sup>th</sup> Street  
Dallas Center, Iowa 50063

### **WILLIAM CLAMAN**

605 10<sup>th</sup> Street  
Dallas Center, Iowa 50063

## **COMPLAINANT**

### **MARY CHAPMAN**

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

**AND**

### **IOWA CIVIL RIGHTS COMMISSION**

400 East 14<sup>th</sup> 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, an 8-unit apartment complex, located at 210 West 8<sup>th</sup> Street, Woodward, IA 50276.

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 William Claman 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.

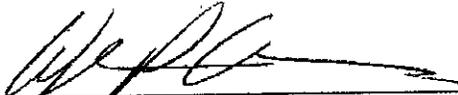
Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Don Grove, Supervisor of Investigations. For each error, Respondents shall provide:

- 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 William Claman 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.

  
\_\_\_\_\_  
Mothership Properties, LLC, RESPONDENT

21 OCT 12  
Date

  
\_\_\_\_\_  
William Claman, RESPONDENT

21 OCT 12  
Date

\_\_\_\_\_  
Mary Chapman, COMPLAINANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date

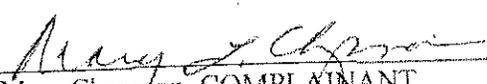
Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event they attended, including date, who attended, location, and topics discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 120 days of receiving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

\_\_\_\_\_  
Mothership Properties, LLC, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
William Claman, RESPONDENT

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mary Chapman, COMPLAINANT

10/29/12  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date

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.

\_\_\_\_\_  
Mothership Properties, LLC, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
William Claman, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Chapman, COMPLAINANT

\_\_\_\_\_  
Date



\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
10-22-12  
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):

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I need this reasonable accommodation because:

---

---

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---

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---

---

---

---

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 14<sup>th</sup> 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# 07-12-62907  
HUD# 07-12-0705-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

**JOHN AND LINDA MORTON**  
9339 NE 83<sup>rd</sup> Street  
Bondurant, IA 50035

COMPLAINANT

**SARA RAMSEY**  
Des Moines, IA

AND

**IOWA CIVIL RIGHTS COMMISSION**  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against her by denying her the opportunity to submit a rental application based up her familial status (too many children). Respondents deny having discriminated against Complainant, but agree to settle this complaint by entering into this Predetermination Settlement Agreement. Respondents own and manage the subject property, a three-bedroom single family home, located at 1518 Evergreen Avenue, Des Moines, IA 50320.

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:

2012 NOV -6 PM 12:31  
RECEIVED  
IOWA CIVIL RIGHTS COMMISSION

*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 Laws 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 based on race, color, religion, sex, disability, familial status, national origin, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(a) (Section 804(a) of the Fair Housing Act).

Respondents also acknowledge that the Iowa Civil Rights Act 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 property owners, managers, and agents cannot discourage families with children from seeking or making application for available rental units by making any statement, verbal or written, that indicates families with children are not welcome or not solicited as tenants. Families may not be restricted because of safety concerns. The safety of the children is the parents' responsibility, and the parents determine whether the unit is suitable for their family.

*Voluntary and Full Settlement*

4. 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.
5. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

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6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
7. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

*Disclosure*

8. 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*

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, 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*

10. Respondents agree John and Linda Morton 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 the prohibition of discrimination against families with children. 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.

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11. Respondents agree John and Linda Morton will receive training on the rental codes and occupancy standards for the cities where they own and manage rental properties (Des Moines, West Des Moines and Urbandale, IA). The training will also cover how to calculate each bedroom's "habitable space" to determine the number of persons who can sleep in each bedroom per each City's occupancy standards.

Respondents also agree to send documentation to the Commission, verifying the training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

*Demographics*

12. On an annual basis for the next two years, Respondents agree to provide a "snapshot" of all occupants at all of their rental properties by familial status. On or before December 1, 2012, and December 1, 2013, Respondents agree to provide a snapshot of all occupants as of November 1, 2012, and November 1, 2013. Each snapshot shall include: (1) the number of occupied units with the number of bedrooms in each rental unit; (2) the number of units occupied by families with minor children (under the age of 18) with the ages of each minor child living in the rental unit; and (3) contact information (name, address, and telephone number) for each of those families with minor children.

*John Morton*  
John Morton, RESPONDENT

10-31-12  
Date

*Linda Morton*  
Linda Morton, RESPONDENT

10/31/12  
Date

\_\_\_\_\_  
Sara Ramsey, COMPLAINANT

\_\_\_\_\_  
Date

*Beth Townsend*  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION  
*DON GROVE  
SUPERVISOR  
w/ approval  
by Director  
Townsend*

11-9-12  
Date

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11. Respondents agree John and Linda Morton will receive training on the rental codes and occupancy standards for the cities where they own and manage rental properties (Des Moines, West Des Moines and Urbandale, IA). The training will also cover how to calculate each bedroom's "habitable space" to determine the number of persons who can sleep in each bedroom per each City's occupancy standards.

Respondents also agree to send documentation to the Commission, verifying the training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

*Demographics*

12. On an annual basis for the next two years, Respondents agree to provide a "snapshot" of all occupants at all of their rental properties by familial status. On or before December 1, 2012, and December 1, 2013, Respondents agree to provide a snapshot of all occupants as of November 1, 2012, and November 1, 2013. Each snapshot shall include: (1) the number of occupied units with the number of bedrooms in each rental unit; (2) the number of units occupied by families with minor children (under the age of 18) with the ages of each minor child living in the rental unit; and (3) contact information (name, address, and telephone number) for each of those families with minor children.

\_\_\_\_\_  
John Morton, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Morton, RESPONDENT

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sara Ramsey, COMPLAINANT

\_\_\_\_\_  
11/7/12  
Date

\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date

# PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-12-62909  
HUD# 07-12-0695-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

**RICK OLSEN, PRESIDENT**  
Persia Development Corporation  
703 Apple Road  
Persia, IA 51563

**PERSIA DEVELOPMENT CORPORATION**  
703 Apple Road  
Persia, IA 51563

COMPLAINANT

**BRYCE FRANKS**  
109 Meadow Lane Apt. 3  
Minden, Iowa 51553

AND

**IOWA CIVIL RIGHTS COMMISSION**  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondent Rick Olsen discriminated against him by making discriminatory statements on June 21, 2012, and June 29, 2012, that Respondents wanted the apartment complex changed to "elderly only" indicating persons with disabilities were no longer welcome as tenants. Complainant also alleged that on June 29, 2012, Respondent Rick Olsen threatened to euthanize his assistance dog because it is prescribed as therapy for his disability. In addition, Complainant further alleged Respondent Rick Olsen issued a discriminatory "Notice of Termination of Tenancy" ordering him to move out by August 1, 2012, because Respondents did not want anyone with disabilities living in the building. 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 located at 307 - 2<sup>nd</sup> Street, Apt. 3, Persia, IA 51563.

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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, and State Fair Housing laws makes it unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2); Iowa Code § 216.8(1)(c).
3. Respondents acknowledge that the Federal Fair Housing Act, as amended, and State Fair Housing laws makes it unlawful directly or indirectly advertise, or in any other manner indicate or publicize that the purchase, rental, lease, assignment, or sublease of any real property or housing accommodation or any part, portion, or interest therein, by persons of any particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status is unwelcome, objectionable, not acceptable, or not solicited. 42 U.S.C. 3604(c); Iowa Code § 216.8A(3)(b)(1).

*Voluntary and Full Settlement*

4. 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.
5. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in his complaint are not fully meritorious.
6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

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7. 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*

8. 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*

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, 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 Poster*

10. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

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

*Relief for Complainant*

11. Respondents agree to pay Complainant \$1,000, less no deductions. Respondents agree to make the check out to Bryce Franks and send the check to Natalie Burnham at the Iowa Civil Rights Commission within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Respondents agree they will not seek any monies from Complainant for cleaning or damage issues to Apartment 3 in small claims court or in any other process or proceeding.

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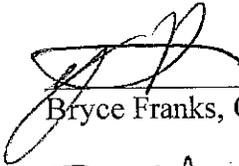
Complainant agrees Respondents will not return his security deposit.  
Complainant agrees he will not file a claim in small claims court or in any  
other process or proceeding to seek the return of his security deposit.

\_\_\_\_\_  
Rick Olsen, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Persia Development Corporation, RESPONDENT

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Bryce Franks, COMPLAINANT

10-31-12  
Date

  
\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

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Complainant agrees Respondents will not return his security deposit.  
Complainant agrees he will not file a claim in small claims court or in any  
other process or proceeding to seek the return of his security deposit.

Rick Olsen Pres.  
Rick Olsen, RESPONDENT

11-2-12  
Date

Rick Olsen Pres.  
Persia Development Corporation, RESPONDENT

11-2-12  
Date

\_\_\_\_\_  
Bryce Franks, COMPLAINANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date

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# PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-12-62915  
HUD# 07-12-0704-8

## PARTIES TO THE SETTLEMENT AGREEMENT:

### RESPONDENTS

**RICK OLSEN, PRESIDENT**  
Persia Development Corporation  
703 Apple Road  
Persia, IA 51563

### PERSIA DEVELOPMENT CORPORATION

703 Apple Road  
Persia, IA 51563

### COMPLAINANT

**ROGER FRANKS**  
109 Meadow Lane Apt. 1  
Minden, Iowa 51553

AND

### IOWA CIVIL RIGHTS COMMISSION

400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

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#### Description of the Parties:

Complainant alleged Respondent Rick Olsen discriminated against him by making discriminatory statements on June 21, 2012, and June 29, 2012, that Respondents wanted the apartment complex changed to "elderly only" indicating persons with disabilities were no longer welcome as tenants. Complainant also alleged Respondent Rick Olsen discriminated against him by threatening to evict him on June 21, 2012, based on the following false lease violations: "illegally using utilities, failure to dispose of garbage or trash, littering the grounds, damaging the unit." In addition, Complainant further alleged Respondent Rick Olsen issued a discriminatory "Notice of Termination of Tenancy" ordering him to move out by August 1, 2012, because Respondents did not want anyone with disabilities living in the building. 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 located at 307 - 2<sup>nd</sup> Street, Apt. 2, Persia, IA 51563.

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, and State Fair Housing laws makes it unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2); Iowa Code § 216.8(1)(c).
3. Respondents acknowledge that the Federal Fair Housing Act, as amended, and State Fair Housing laws makes it unlawful directly or indirectly advertise, or in any other manner indicate or publicize that the purchase, rental, lease, assignment, or sublease of any real property or housing accommodation or any part, portion, or interest therein, by persons of any particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status is unwelcome, objectionable, not acceptable, or not solicited. 42 U.S.C. 3604(c); Iowa Code § 216.8A(3)(b)(1).

*Voluntary and Full Settlement*

4. 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.
5. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in his complaint are not fully meritorious.
6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

#### *Disclosure*

8. 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*

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, 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 Poster*

10. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

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

#### *Relief for Complainant*

11. Respondents agree to pay Complainant \$1,000, less no deductions. Respondents agree to make the check out to Roger Franks and send it to Natalie Burnham at the Iowa Civil Rights Commission within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Respondents agree they will not seek any monies from Complainant for cleaning or damage issues to Apartment 2 in small claims court or in any other process or proceeding.

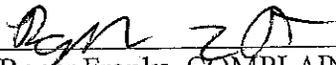
Complainant agrees Respondents will not return his security deposit.  
Complainant agrees he will not file a claim in small claims court or in any other process or proceeding to seek the return of his security deposit.

\_\_\_\_\_  
Rick Olsen, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Persia Development Corporation, RESPONDENT

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Roger Franks, COMPLAINANT

\_\_\_\_\_  
10-31-12  
Date

\_\_\_\_\_  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date

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Complainant agrees Respondents will not return his security deposit.  
Complainant agrees he will not file a claim in small claims court or in any other process or proceeding to seek the return of his security deposit.

  
Rick Olsen, RESPONDENT

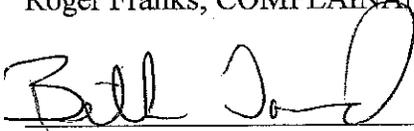
11-2-12  
Date

  
Persia Development Corporation, RESPONDENT

11-2-12  
Date

\_\_\_\_\_  
Roger Franks, COMPLAINANT

\_\_\_\_\_  
Date

  
Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

11-5-12  
Date

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# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 10-12-63261  
HUD# 07-13-0064-8

## **PARTIES TO THE SETTLEMENT AGREEMENT:**

### **RESPONDENTS**

**AMANDA KLINGINSMITH**  
c/o The Landings Apartments  
1110 East Cross Street - Office  
Centerville, Iowa 52544

**CENTERVILLE PARTNERS LP**  
Gary Baumgaard  
The Landings Apartments  
1110 East Cross Street - Office  
Centerville, Iowa 52544

**PERRY REID PROPERTIES**  
9200 Andermatt Drive  
Lincoln, NE 68526

### **COMPLAINANT**

**LINDA A. MATTIX**  
401 East Orchard Street  
Centerville, Iowa 52544

**AND**

**IOWA CIVIL RIGHTS COMMISSION**  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

#### Description of the Parties:

Complainant alleged Respondent Amanda Klinginsmith provided a false landlord reference to a prospective housing provider in retaliation for a fair housing complaint that she filed against Ms. Klinginsmith.

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 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*

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 her complaint are not fully meritorious.
5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
6. 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 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. Respondents agree Amanda KlinginSmith will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of Respondents' receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the laws prohibiting interference with fair housing rights and retaliation. 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*

10. 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. Dana Kitchen, Regional Manager, at 309-593-9089, will be the contact person for any rental reference request for Complainant. Amanda KlinginSmith will not respond to any reference requests or provide any information regarding Complainant's tenancy.

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. Complainant agrees she will speak neutrally about Respondent Amanda Klinginsmith.

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.

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 requirements have 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.

11. Respondents agree to send letters to Meghan Goodwin at Corinthian Gardens, 1011 University Avenue, Des Moines, Iowa 50314 and their corporate office, to the attention of, Debbie Fisher, Executive Vice President, Newbury Management Company, 3408 Woodland Avenue, Suite 504 West Des Moines, IA 50266. The letters will document that the landlord reference given by Respondents for Linda Mattix may have included false or misleading landlord reference. The letters will document that Complainant does not have a history of violence, harassment to others and/or history of disturbing the quiet, peaceful enjoyment of neighbors or others and verify that she did not destroy her rental unit. Respondents will document the dates of Complainant's tenancy, verify she always paid her rent on time, fulfilled the requirements of her lease agreement, and never had any warnings or lease violations issued during her tenancy.

Respondents also agree to send a copy of the above referenced letters to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission.

#### *Relief for Complainant*

12. Respondents agree to pay Complainant \$1,050, less no deductions. Respondents agree to send the check via certified mail to Complainant at the above address within seven (7) days of Respondents' receipt of a Closing Letter from the Commission.

Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of dispersing the monies.

Amanda Klinginsmith

Amanda Klinginsmith, RESPONDENT

11-2-12

Date

On behalf of Centerville Partners

Dana Kuitken

Centerville Partners LP, RESPONDENT

11-2-12

Date

Dana Kuitken

Perry Reid Properties, RESPONDENT

11-2-12

Date

Linda Mattix

Linda Mattix, COMPLAINANT

11-9-12

Date

Beth Townsend

Beth Townsend, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

11-13-12

Date

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