

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 04-11-60776

HUD# 07-11-0568-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

COMPLAINANT

ROBERT REYNOLDS

REDACTED

REDACTED

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against him when Respondents targeted him for lease violations due to his disability. On March 22, 2011, Respondents issued Complainant a notice stating his unit was unclean and overly cluttered. Respondents threatened to evict Complainant if his unit was not cleaned and de-cluttered by April 21, 2011. On April 6, 2011 Complainant's apartment was re-inspected and Respondents told Complainant his unit was still too cluttered. Respondents deny Complainant's

allegations and object to Complainant's terms "targeted" and "threatened." Respondents manage the subject property located at **REDACTED**.

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:

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. 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 agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of Respondents.
5. 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.

6. 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.

7. 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.

8. 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.

9. Respondents provided the Commission with documentation that all of its rental and leasing offices (numbering almost 60 offices) have already posted the Federal Fair Housing Poster in English and Spanish. These posters are located in a conspicuous location, easily viewable to tenants and prospective tenants.

10. Respondents agree in the future if they have any housekeeping or maintenance issues and/or concerns regarding Complainant, Respondents agree to always contact Complainant's social worker, Kris Reicks at 641-521-5609, to relay their issues/concerns or contact the current social worker assigned to Complainant. In addition, Respondents agree to contact Ms. Reicks or the current social worker assigned to Complainant with all other concerns and issues regarding Complainant's tenancy, such as possible lease or tenant rules violations.

Complainant agrees to immediately notify Respondents in writing if a new social worker is assigned to Complainant.

Complainant agrees to comply with the terms of his lease agreement and follow all the Respondents' rules and regulations for his apartment complex. Complainant agrees to specifically follow the Iowa Rural Development Residential Rental Agreement that states:

Term 11. Maintenance

b. The Resident agrees to:

(2) Keep that part of the premises that the Tenant occupies and uses clean and safe.

(8) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the unit, common areas, or project grounds, or knowingly permit a family member, guest or invitee to do so.

Complainant also agrees to arrange for additional outside help if he is unable to maintain his apartment as required by the Respondents' rules and regulations.

REDACTED, RESPONDENT

Date

REDACTED, RESPONDENT

Date

REDACTED, RESPONDENT

Date

REDACTED, RESPONDENT

Date

Robert Reynolds, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION