

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 11-12-63373

HUD# 07-13-0132-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

REDACTED

REDACTED

REDACTED

COMPLAINANT

ASHTON RHOADES

Fort Dodge, Iowa

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondent discriminated against her by refusing to rent an apartment to her because of her familial status. Respondent owns and manages the subject property, a REDACTED -unit apartment complex, located at REDACTED.

A complaint having been filed by Complainant against Respondent 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. Respondent agrees there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondent acknowledges that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate against any person by refusing 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.

42 U.S.C. 3604(a).

Respondent also acknowledges that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate against any person by refusing 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).

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

Disclosure

7. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identity of Respondent.

Release

8. Complainant hereby waives, releases, and covenants not to sue Respondent with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondent of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

9. Respondent **REDACTED** agrees he will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of his 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.

Respondent also agrees 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..

Relief for Complainant

10. Respondent agrees to pay Complainant \$360.43, less no deductions. Respondent agrees to issue the check to Ashton Rhoades and send the check to Natalie Burnham at the Iowa Civil Rights Commission within seven (7) days of Respondent's receipt of a Closing Letter from the Commission. The Commission will send the settlement check to Complainant.

Signatures on the following page (Page 4)

REDACTED , RESPONDENT	Date
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Ashton Rhoades, COMPLAINANT	Date
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Beth Townsend, DIRECTOR	Date
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IOWA CIVIL RIGHTS COMMISSION

Total Value of the Mediation: \$360.43 settlement monies paid to C.