

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-12-62614

HUD# 07-12-0537-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

COMPLAINANT

CHARLES HODGES, SR.

4931 Tama Street, #1

Marion, IA 52302

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant alleged Respondents discriminated against him because of his race by terminating his tenancy. Respondents allege Complainant's tenancy was terminated because Complainant violated his lease through the presence of illegal drugs in Complainant's apartment. Respondents own or manage the subject property, a **REDACTED**-unit apartment complex 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:

Disclosure

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

Acknowledgment of Fair Housing Law

2. 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.

3. 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.

Voluntary and Full Settlement

4. 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.

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.

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. 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.

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 Poster

9. 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, within 30 days of Respondents' receipt of a Closing Letter from the Commission. Respondents also agree to send a statement to the Commission, to the attention of Don Grove, indicating the necessary posters have been placed, within 45 days of Respondents' receipt of a Closing Letter from the Commission.

Relief for Complainant

10. Security Deposit

Respondents agree to pay Complainant the sum of Four Hundred Eighty-Five Dollars (\$485.00), less no deductions. Respondents agree to send the check to Complainant at his address at 4931 Tama Street, #1, Marion, IA 52302, 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, within seven (7) days of Respondents' receipt of a Closing Letter from the Commission.

11. Landlord Reference

Respondents agree they will provide a positive response to all future landlord reference checks or inquiries regarding Complainant's tenancy at Respondents' property. Respondents agree not to provide any negative information or communicate any issue or concern regarding Complainant's tenancy, including the filing of this complaint. Respondents agree to note or attach a listing of these promises or responsibilities in their tenant files, and to send a copy of these notes to the Commission, to the attention of Don Grove, within seven (7) days of Respondents' receipt of a Closing Letter from the Commission.

Signatures on Following Page (Page 5)

REDACTED, RESPONDENT

Date

REDACTED, RESPONDENT

Date

REDACTED, RESPONDENT

Date

Charles Hodges, Sr., COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION