

# SETTLEMENT AGREEMENT

CP# 08-13-64708  
HUD# 07-13-0795-8

## PARTIES TO THE SETTLEMENT AGREEMENT:

### COMPLAINANT

**ALISOUN GANOE**  
312 Hamilton Avenue  
Panama City, FL 32401

### RESPONDENTS

#### **WEST GRAND TOWERS CONDOMINIUM ASSOCIATION**

3663 Grand Avenue  
Des Moines, IA 50312

#### **KNAPP PROPERTIES**

5000 Westown Pkwy., Suite 400  
West Des Moines, IA 50266

#### **FRANK SCAGLIONE**

3663 Grand Avenue, Unit 907  
Des Moines, IA 50312

#### **MELBA SCAGLIONE**

3663 Grand Avenue, Unit 907  
Des Moines, IA 50312

#### **KATHLEEN STAHL**

3663 Grand Ave Unit PH AB  
Des Moines, IA 50312

#### **BEVERLEY CHAPMAN**

3663 Grand Avenue, Unit 402  
Des Moines, IA 50312

#### **DONNA COOPER**

3663 Grand Avenue, Unit 607  
Des Moines, IA 50312

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 based on her disability in her purchase of a condominium; subjected her to discriminatory terms and conditions in an annual review of her medical need for an assistance animal; and harassed and constructively evicted her due to the presence of her assistance animal. Respondents deny these allegations and deny any liability to Complainant. The Parties have entered into this Settlement Agreement ("Agreement") for the sole purpose of resolving the aforementioned allegations.

At the time of the filing of the Complaint with the Iowa Civil Rights Commission ("Commission"), Respondent West Grand Towers Condominium Association was the condominium association of West Grand Towers located at 3663 Grand Avenue, Des Moines, Iowa, 50312. Knapp Properties, Inc. was the property management company for West Grand Towers. Respondents Frank Scaglione, Melba Scaglione, Kathleen Stahl, and Donna Cooper were members of the Accommodation Compliance Committee, a committee appointed by the West Grand Towers' Board of Directors. Respondents Beverley Chapman, Frank Scaglione, Melba Scaglione, Kathleen Stahl and Donna Cooper were residents of West Grand Towers.

After an investigation, the Commission obtained a probable cause finding on the allegations of harassment and constructive eviction due to the presence of Complainant's assistance animal. There were findings of no probable cause to support the Complainant's allegations of discrimination on the basis of discriminatory sale and discriminatory terms and conditions. Following the Parties' elections, the Commission then filed the case before the Department of Inspections and Appeals. The Parties do hereby agree and settle the above-captioned matter in the following manner:

### *Acknowledgment of Fair Housing Laws*

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 the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).
2. Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by sections 216.8, 216.8A, or 216.15A. Iowa Code § 216.11A.

### *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. Respondents' acknowledgements and obligations as stated herein are not concessions or admissions by Respondents of any liability to Complainant or the Commission or concessions or admissions concerning Complainant's allegations regarding any wrongdoing, all of which Respondents expressly and categorically have denied and continue to deny. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
5. 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.

### *Disclosure*

6. Because, pursuant to Iowa Code § 216.15A(2)(d), 42 U.S.C. 3610(b)(4), and 24 CFR 103.330(b), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. *See* Iowa Code § 22.13.

### *Release*

7. Complainant, individually and for herself and all of her heirs, beneficiaries, representatives, attorneys, legatees, devisees and assigns, and any and all other persons or entities claiming through Complainant, does hereby fully and forever release and discharge Respondents, all of their respective past, present or future subsidiaries, parents, affiliates, directors, officers, managers, employees, trustees, agents, representatives, predecessors, successors and assigns, and insurers from any and all claims, charges, liabilities, obligations, covenants, promises, duties, omissions, actions, demands, suits and causes of action of any type or kind whatsoever, whether at law or in equity, whether known or unknown, and whether currently existing or arising in the future, for, upon, by any reasons of, arising out of, in connection with, or in any way relating to any matter arising under any law or statute of the United States, State of Iowa, or any county, city, town, village or municipality or any other statute, rule or law including, without limitation, the Iowa Civil Rights Act and Title VIII of the Civil Rights Act of

1986, as amended by the Fair Housing Act of 1988, or 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, the Department of Housing and Urban Development or any other anti-discrimination agency. It is the intent of the parties that this Settlement Agreement shall be read as broadly as possible under federal and Iowa law as the parties desire to leave no issue among them unresolved. Complainant hereby agrees that this Agreement shall be in complete and final settlement of any and all claims, rights, causes of action and other matters released hereby. Further, Complainant hereby waives the provisions of any statute, rule or doctrine of common or other law that either narrowly construes or restricts or prohibits releases purporting to release all known or unknown claims based upon, arising from, or related to unknown acts, omissions, matters, causes or things, as it is the intention to fully, finally and forever settle and release all of the foregoing, and all claims relating thereto, which may now, heretofore or hereafter exist or have existed. 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.

Notwithstanding the foregoing, this release does not release any claims Complainant cannot lawfully release.

8. After all parties have executed this Agreement, the Commission shall dismiss with prejudice case number 14ICRC011, currently pending before the Iowa Department of Inspections and Appeals.

#### *Fair Housing Training*

9. Respondents agree that each individual Respondent and those employees or agents of Respondent Knapp Properties, Inc. who are involved in the management or operation of residential rental properties 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, within ten (10) days of completing the training. Management staff of Respondent Knapp Properties, Inc., if they have participated in similar training within the past year prior to the signing of this Agreement, can submit documentation of such training and satisfy the requirement of this term.

*New Policy and Practice*

10. West Grand Towers agrees, 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:

Prior to purchasing a unit located within West Grand Towers, if a prospective resident inquires about reasonable accommodations of West Grand Towers' rules, policies, practices, or services, West Grand Towers shall inform the individual of his or her ability to seek reasonable accommodations.

West Grand Towers shall use the following forms or forms substantially equivalent:

- Request for Reasonable Accommodation (Attachments 2 and 3), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 4)

Oral requests for reasonable accommodations shall be recorded by West Grand Towers' employees or agents using the "Request" form, Attachment 3.

West Grand Towers shall keep written records of each request for reasonable accommodation for a period of three (3) years from the date of the reasonable accommodation request. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date of request;
- 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 for reasonable accommodations, West Grand Towers 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 1.

11. Within thirty (30) days of the execution of this Settlement Agreement, West Grand Towers shall submit a written report to the Commission as objective evidence that West Grand Towers has adopted and implemented specific, uniform, and objective written standards, procedures and said forms for receiving and handling requests made by people for reasonable accommodation, as evidence of compliance with paragraph 10 of this Agreement.

*Relief for Complainant*

12. As consideration for dismissal of the Complaint, within ten days (10) days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant a total of Twenty Thousand Dollars and no/100 (\$20,000.00) ("Settlement Amount"), without any deductions, but for which an IRS form 1099 will be issued to Complainant.

The settlement check(s) shall be made out to Complainant and sent to Complainant at the address listed on page one of this Settlement Agreement. Respondents also agree to send a copy of the settlement check(s) to the Commission within seven (7) days of issuing the check.

Complainant shall be solely liable for any and all taxes and assessments owed by her in connection with any payment made pursuant to this Agreement. Complainant agrees to indemnify Respondents for any and all such liabilities, including penalties and interest charges, that may be assessed against them by any taxing authority in connection with any payment to Complainant made pursuant to this Agreement. In addition, Respondents make no representations with regard to the tax consequences Complainant may incur with regard to the payments hereunder, and Complainant acknowledges that she has received her own independent tax advice with respect to the tax treatment of such payments.

As a condition to receiving payment of the Settlement Amount, Complainant has agreed to execute the attached Addendum to Release of All Claims.

13. This Agreement may be executed in counterparts with signatures transmitted by facsimile or as an electronic image of the original signature. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement that is binding upon and effective as to all Parties.
14. This Agreement contains all of the terms agreed upon by the Parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications between the Parties dealing with such subject matter, whether oral or written.

**All required documentation of compliance must be submitted to:**

Don Grove, Supervisor of Housing Investigations  
Grimes State Office Building  
400 East 14<sup>th</sup> Street,  
Des Moines, Iowa 50319

**Signatures on the Following Page**

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West Grand Towers Condominium Association, RESPONDENT      Date

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Knapp Properties, Inc. RESPONDENT      Date

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Frank Scaglione, RESPONDENT      Date

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Melba Scaglione, RESPONDENT      Date

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Kathleen Stahl, RESPONDENT      Date

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Beverly Chapman, RESPONDENT      Date

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Donna Cooper RESPONDENT      Date

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Allisoun Ganoë, COMPLAINANT      Date

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Don Grove, ACTING DIRECTOR      Date  
IOWA CIVIL RIGHTS COMMISSION