

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 04-15-67266

HUD# 07-15-0419-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

TRACI RICE

406 SE 9th Street

Des Moines, Iowa 50309

NATIONAL MANAGEMENT CORPORATION

12289 Stratford Drive

Clive, Iowa 50325

RD GN, LLP

12289 Stratford Drive

Clive, Iowa 50325

COMPLAINANT

TIARA GINES

310 SE Gateway Drive Apt. 123

Grimes, Iowa 50111

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against her due to her disability by falsely accusing her of not paying her rent and subsequently refusing to investigate the disappearance of her cashed money order. Complainant further alleged Respondents' failure to credit her with paying her rent adversely affected her ability to rent from other housing providers, which resulted in different terms, conditions, or privileges of rental based on disability. Respondents deny having discriminated against Complainant on any basis, but agree to settle this claim in the underlying action in order to avoid the continuing costs of litigation by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property, a 24-unit apartment complex located at 155 SW Maplewood Drive, Grimes, Iowa 50111.

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 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 acknowledge the ICRA makes it unlawful to discriminate 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 race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

3. Respondents acknowledge the Federal Fair Housing Act (FHA) and ICRA make it unlawful to discriminate against another 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)(a); Iowa Code § 216.8A(3)(b)(1).

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. The Respondents deny having discriminated against the Complainant due to disability or any other basis. The Respondents enter into the Agreement to avoid the costs of future litigation. 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. 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. Because, pursuant to Iowa Code §216.15A(2)(d), 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

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, 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.

As consideration for the Settlement Check and, as further consideration for Respondents executing this Agreement, Complainant agrees to hereby release, acquit and forever discharge National Management Corporation, Grimes Park II, RD GN, LLLP, Traci Rice, and all of their respective employees, officers, directors, and agents – including all subsidiary, parent and affiliate entities and all other persons, firms, corporations, insurers and other entities whatsoever from any and all liability for all claims, demands, causes of action related to or under all state and federal laws governing discrimination in the area of housing, on the basis of disability or any other basis, including the ICRA and FHA.

Fair Housing Training

10. Respondents agree Gina Iler, Site Manager, and each of their current employees or agents who are involved in the management or operation of Grimes Park II 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 based on disability. In addition, the training class will also include sensitivity training designed to help Respondents and their employees or agents understand and respect people with disabilities. 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.

Neutral Reference

11. 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 to provide neutral responses to all requests for Complainant, whether verbal or written. Respondents agree, upon request by any prospective landlord, they will provide the dates of Complainant's tenancy, that they will state or report that Complainant was in good standing when she moved out of her apartment on April 30, 2015. 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.

Within seven (7) days of the Respondents' receipt of a Closing Letter from the Commission, Respondents agree to send Complainant a neutral landlord reference letter. The Landlord letter will document the dates of Complainant's tenancy, and that she was in good standing when she moved out of her apartment on April 30, 2015.

Within seven (7) days of receiving a Closing Letter from the Commission,

Respondents agree to send a copy of the landlord reference letter to the Commission, and a copy of the note placed in Complainant's tenant file describing Respondents' responsibility to provide verbal and written neutral landlord references for Complainant.

Relief for Complainant

12. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant Five Thousand Dollars (\$5,000.00) without any deductions. Complainant shall

be fully liable for any taxes associated with the settlement amount. Respondents agree the Settlement Check will be made out to Tiara Gines and will be mailed to Ms. Gines at the address listed on page one of this Agreement.

Reporting and Record-Keeping

13. Within ten (10) days of completing the fair housing training, Respondents shall forward to the Commission objective evidence that the training has been completed, as evidence of compliance with Term 12 of this Agreement.

14. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the landlord reference letter to Complainant, and the Commission, with a copy of the note placed in Complainant's tenant file describing Respondents' responsibility to provide verbal and written neutral landlord references for Complainant.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

Traci Rice, RESPONDENT

Date

National Management Corporation, RESPONDENT

Date

RD GN, LLP RESPONDENT

Date

Tiara Gines, COMPLAINANT

Date

Kristin H. Johnson, Executive DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Total Value of Mediation Settlement to Complainant \$5,000; \$5,000 in settlement monies paid to Complainant.