

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-12-62565

EEOC# 26A-2012-00741C

CP# 05-12-62582

HUD# 07-12-0520-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

DOMINIUM MANAGEMENT SERVICES, LLC

2905 Northwest Blvd Suite 150

Plymouth, MN 55441

DES MOINES LEASED HOUSING ASSOCIATION IX

2905 Northwest Blvd Suite 150

Plymouth, MN 55441

ANGELA HELDT

Address unknown

JEFF BURRIS

C/O Dominion Management Services

PO Box 386

Ames, Iowa 50010

COMPLAINANT

AMY HUDSON

1640 Hull Avenue Apartment 104

Des Moines, Iowa 50313

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties and Subject Property:

Complainant worked for Respondents as a leasing consultant and resided at the housing complex where she worked. Respondents own or manage the subject property, known as Fenway Apartments, a 120-unit apartment complex, located at 1640 Hull Avenue, Des Moines, IA 50313.

## Statement of Facts:

Complainant filed a complaint on or about May 12, 2011 with the Iowa Civil Rights Commission alleging discrimination in the area of employment (CP# 05-12-62565) which complaint was cross-filed with the United States Equal Opportunity Commission (EEOC# 26A-2012-00741C). On May 23, 2012, the United States Department of Housing and Urban Development (HUD) accepted a complaint filed by Complainant alleging discrimination in housing because of national origin and allegations of interference with fair housing rights and retaliation, on behalf of Complainant and her minor children. (HUD# 07-12-0520-8) the complaint was referred to the Iowa Civil Rights Commission for investigation (CP# 05-12-62582). Respondents deny having discriminated against Complainant or Complainant's minor children but have agreed to settle any and all claims raised in the complaints by entering into this Predetermination Settlement Agreement.

## Acknowledgment of Fair Housing Law

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 acknowledge that the Federal Fair Housing Act, as amended, make it unlawful to refuse 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, religion, national origin, disability, or familial status of such person. 42 U.S.C. 3604(a).

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to refuse 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).

3. Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

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

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

Iowa Code § 216.8(1) (b).

4. Respondents acknowledge that the Federal Fair Housing Act and Iowa Civil Rights Act, as amended, make it unlawful to discriminate or retaliate against another person in any of the rights protected against discrimination by this Chapter because such person has lawfully opposed any practice forbidden under this Chapter, obeys the provisions of this Chapter, or has filed a complaint, testified, or assisted in any proceeding under this Chapter.

42 U.S.C. 3617; Iowa Code § 21611(2).

#### Voluntary and Full Settlement

5. The parties acknowledge this Predetermination 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.

6. 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.

7. 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.

8. 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

9. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainants and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

#### Release

10. Complainant hereby waives, releases, and covenants not to sue Respondents and all their officers, directors, managing members, partners, agents, employees, representatives, insurers, successors, predecessors, affiliates, attorneys, and assigns, and each of them 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, the EEOC or any other anti-discrimination agency, and with regard to any and all other matters, claims, demands, actions, obligations, liabilities, damages, rights of any kind and indebtedness whatsoever, whether fixed or contingent, direct or indirect, known or unknown, accrued or unaccrued, of every nature and kind both at law and equity, including any further requests for attorneys' fees, penalties, or any other claims relating to Complainant's employment and housing with Respondent, 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, EEOC which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

If the above release is not sufficient to result in any agency closing and dismissing a complaint filed by Complainant, Complainant agrees to take such other further and reasonable actions, such as submitting a letter withdrawing a complaint, to achieve a closure and dismissal of any complaint filed by Complainant with any other local, state, or federal anti-discrimination or civil rights agency.

#### Fair Housing Training

11. Respondents agree Jeff Burris will receive training on the requirements of State and Federal Fair Housing Laws by December 31, 2012. The training will address all aspects of fair housing law. 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, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

#### Landlord Reference

12. 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 they will provide the dates of her tenancy, and will report that she always paid her rent on time and fulfilled the requirements of her lease agreement. Tara Bennett, Site Manager, will be the contact person for any rental reference request for Complainant. 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. Respondents agree to note in Complainant's tenant file information describing this promise and responsibility concerning a neutral reference within seven (7) days of receiving a Closing Letter from the Commission. Respondent's obligation to provide a neutral reference is mutually dependent on Complainant's promise to vacate the apartment by no later than August 31, 2012 and to leave the apartment in clean and undamaged condition, normal wear and tear accepted.

In addition, Respondents agree to send Complainant a general landlord reference letter within seven days of the Respondents' receipt of a Closing Letter from the Commission. The letter will state the dates of Complainant's tenancy, the fact that she always paid her rent on time and fulfilled the requirements of her lease agreement.

Respondents also agree to send documentation to the Commission, verifying the above referenced requirement has been noted in Complainant's tenant file and that the tenant reference letter has been sent to Complainant, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission.

#### Employment Reference

13. Respondents agree they will provide a neutral response to all future employment reference checks or inquiries regarding Complainant's employment with Respondents. Respondents agree they will provide the dates of her employment, job title and job description. Human Resource employee, Christy Humphrey, Employment Manager for Dominion Management Services, LLC will be the contact person for any employment reference request for Complainant. Respondents agree they will not provide any negative information or communicate any issue or concern regarding Complainant's employment, including the filing of discrimination complaints. Respondents agree to note in Hudson's personnel file this agreement to provide a reference as stated herein within seven (7) days of receiving a Closing Letter from the Commission.

In addition, Respondents agree to send Complainant a reference letter within seven days of the Respondents' receipt of a Closing Letter from the Commission. The reference letter will document the dates of Complainant's employment, her job title and a copy of Complainant's job description.

Respondents also agree to send documentation to the Commission, verifying the above mentioned reference requirement has been noted in Respondent's personnel files and that the reference letter has been sent to Complainant, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission.

#### Relief for Complainant and Agreement Regarding Lease Termination

14. The parties have agreed that Complainant's lease will end on August 31, 2012 at Noon as stated on her Lease Agreement. Respondent has agreed to adjust Complainant's rental account to show that rent of \$800 a month is acknowledged and received as paid in full for June, July, and August 31, 2012. Complainant, in turn, promises to vacate at Noon on August 31, 2012 and to leave the apartment in a clean and undamaged condition, normal wear and tear accepted. Tara Bennett will meet with Complainant at Noon on August 31, 2012 to accept keys to the apartment and to do a check-out of the apartment and confirm that it has been turned over to Respondent in good condition, without damage, normal wear and tear accepted. Complainant is responsible for removing her household and personal property and turning over keys and access materials at Noon. If Complainant does not vacate as promised, Respondent will not be obligated in the future to give a reference that Complainant fulfilled the terms of her rental agreement.

Between now and the August 31, 2012 Noon check-out, Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment or discrimination. Complainant agrees to follow the terms of her lease agreement and all of Respondents' rules and regulations

15. Respondents agree to waive the \$2,400 rent balance and any interest and fees owed by Complainant for June, July and August 2012. Respondents agree they will not pursue recovery of rent,



interest and fees for June, July and August 2012, in small claims court or in any other process or proceeding.

16. The parties acknowledge that on August 1, 2012, an eviction hearing was scheduled where local counsel for Respondent appeared and Complainant appeared with a Legal Aid attorney. The parties signed an agreement that provided that the eviction case would be continued for an automatic dismissal on September 4, 2012. If Complainant honors her agreement to vacate as promised herein on August 31, 2012, the dismissal will become automatic without further action or appearance by either party. If Complainant does not honor her agreement to vacate on August 31, 2012, the Agreement signed in eviction court by Complainant provides that Respondent may appear in eviction court to obtain a judgment on the eviction proceedings against Complainant.

Respondents agree to immediately fax a copy of the eviction proceedings agreement to Natalie Burnham at 515-242-5840.

17. Respondents agree to pay Complainants \$5,000.00 without any deductions.

Respondents agree to make the check out to Amy Hudson, and send the check to Natalie Burnham at the Iowa Civil Rights Commission, Grimes State Office Building, 400 East 14th Street, Des Moines, Iowa 50319 within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Complainant will come in person to the Commission to pick up the settlement check.

Signatures on the following page (Page 7)

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Dominium Management Services, LLC, RESPONDENT

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Date

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Des Moines Leased Housing Association IX, RESPONDENT

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Date

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Jeff Burris, RESPONDENT

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Date

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Amy Hudson, COMPLAINANT

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Date

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Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION