

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 11-12-63436

HUD# 07-13-0056-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

BRENDA CHARBONNEAU

1951 Nash Blvd. Office

Council Bluffs, Iowa 51501

THORNBURY WAY, LP

c/o Community Housing Initiatives, Inc.

Attn: Doug LaBounty

PO Box 473

Spencer, Iowa 51301

COMMUNITY HOUSING INITIATIVES, INC.

General Partner – Thornbury Way, LP

PO Box 473

Spencer, Iowa 51301

COMPLAINANT

VICKY KELLOGG

1953 Nash Blvd. Apartment 6

Council Bluffs, Iowa 51501

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against her based on her race (African American) and retaliation through unjust attempts to terminate her tenancy by issuing false disciplines because she filed a police report and complaint with Respondents against a Respondent employee. Respondents own or manage the subject property located at 1593 Nash Blvd., Apartment 6, Council Bluffs, IA 51501.

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 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, 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).

3. Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 3603, 3604, 3605, or 3606 of this title. 42 U.S.C. 3617.

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 section 216.8, 216.8A, or 216.15A. Iowa Code § 216.11(A).

Voluntary and Full Settlement

4. 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.

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 his 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. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant 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

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, 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

10. 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

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, with the address of each apartment complex where the posters are displayed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission

Relief for Complainant

11. Respondents agree to change the locks to Complainant's apartment within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Respondents agree they will never give Bob Lane, a current tenant and former Respondent employee, a key to Complainant's apartment.

Respondents agree to note in Complainant's tenant file information describing this promise and responsibility, concerning keys to Complainant's apartment, within seven (7) days of receiving a Closing Letter from the Commission.

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

12. Respondents agree Bob Lane, a current tenant and former employee, will not be hired for any future maintenance or management jobs at Thornbury Way, LP.

Respondents agree to note in Mr. Lane's tenant file and employee file information describing this promise and responsibility, and send documentation confirming this requirement has been met to the Commission, to the attention of Don Grove, within seven (7) days of receiving a Closing Letter from the Commission.

13. Respondents agree to provide Complainant with a list of all current management and maintenance employees within seven (7) days of receiving a Closing Letter from the Commission. Respondents agree to notify Complainant of any changes in management and maintenance employees, in a timely manner, and update the list for Complainant.

Respondents also agree to send documentation to the Commission, to the attention of Don Grove, verifying the list has been issued to Complainant, within seven (7) days of receiving a Closing Letter from the Commission.

14. Respondents agree to withdraw and remove the Notice of Noncompliance with Rental Agreement dated 10/15/12 from Complainant's tenant file and remove all tenant notes associated with this Notice of Noncompliance.

Respondents also agree to send documentation to the Commission, to the attention of Don Grove, verifying that the Notice of Noncompliance with Rental Agreement dated 10/15/12 and all tenant notes associated with it have been removed from Complainant's tenant file and record, within seven (7) days of receiving a Closing Letter from the Commission.

15. Respondents agree to convey to Mr. and Mrs. Bogacz, current tenants, that they should not put cigarette butts or trash in Complainant's yard, within seven (7) days of receiving a Closing Letter from the Commission.

Thornbury Way, LP, RESPONDENT

Date

Community Housing Initiatives, Inc. , RESPONDENT

Date

Vicky Kellogg, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION