

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 10-12-63261

HUD# 07-13-0064-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

AMANDA KLINGINSMITH

c/o The Landings Apartments

1110 East Cross Street - Office

Centerville, Iowa 52544

CENTERVILLE PARTNERS LP

Gary Baumgaard

The Landings Apartments

1110 East Cross Street - Office

Centerville, Iowa 52544

PERRY REID PROPERTIES

9200 Andermatt Drive

Lincoln, NE 68526

COMPLAINANT

LINDA A. MATTIX

401 East Orchard Street

Centerville, Iowa 52544

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondent Amanda Klinginsmith provided a false landlord reference to a prospective housing provider in retaliation for a fair housing complaint that she filed against Ms. Klinginsmith.

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 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

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. 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.

5. 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.

6. 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

7. 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

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 Training

9. Respondents agree Amanda Klingensmith will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of Respondents' receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the laws prohibiting interference with fair housing rights and retaliation. 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

10. 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. Dana Kitchen, Regional Manager, at 309-593-9089, will be the contact person for any rental reference request for Complainant. Amanda Klinginsmith will not respond to any reference requests or provide any information regarding Complainant's tenancy.

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. Complainant agrees she will speak neutrally about Respondent Amanda Klinginsmith.

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.

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 requirements have 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.

11. Respondents agree to send letters to Meghan Goodwin at Corinthian Gardens, 1011 University Avenue, Des Moines, Iowa 50314 and their corporate office, to the attention of, Debbie Fisher, Executive Vice President, Newbury Management Company, 3408 Woodland Avenue, Suite 504 West Des Moines, IA 50266. The letters will document that the landlord reference given by Respondents for Linda Mattix may have included false or misleading landlord reference. The letters will document that Complainant does not have a history of violence, harassment to others and/or history of disturbing the quiet, peaceful enjoyment of neighbors or others and verify that she did not destroy her rental unit.

Respondents will document the dates of Complainant's tenancy, verify she always paid her rent on time, fulfilled the requirements of her lease agreement, and never had any warnings or lease violations issued during her tenancy.

Respondents also agree to send a copy of the above referenced letters to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission.

Relief for Complainant

12. Respondents agree to pay Complainant \$1,050, less no deductions. Respondents agree to send the check via certified mail to Complainant at the above address 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, Supervisor of Investigations, within seven (7) days of dispersing the monies.

Amanda Klinginsmith, RESPONDENT

Date

Centerville Partners LP, RESPONDENT

Date

Perry Reid Properties, RESPONDENT

Date

Linda Mattix, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION