

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 08-12-62952

HUD# 07-12-0745-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

BETTY SANDS

c/o Homz Management Corporation

2550 Middle Rd Suite 601

Bettendorf, Iowa 52722

HOMZ MANAGEMENT CORPORATION

2550 Middle Rd Suite 601

Bettendorf, Iowa 52722

SPRUCE HILLS VILLAGE LLC

135 S. 84th Street, Suite 100

Milwaukee, WI 53214

COMPLAINANT

AMANDA MCCARRON

2210 West Lake Road Unit 103

North Liberty, Iowa 52317

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against her by refusing to repair the carpet in her apartment and subsequently issuing a no-pass inspection, due to the unrepaired carpet, resulting in different terms and conditions of rental based on disability. Respondents own or manage the subject property located at 2380 Tech Drive, #101, Bettendorf, IA 52722.

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, and State Fair Housing laws makes it unlawful to discriminate against any 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); Iowa Code § 216.8A(3)(b)(1).

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 his 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, for a period of two years from the Effective Date of this Agreement, examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission. The Effective Date of this Agreement shall be the date this Agreement is approved and signed 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 and releases from any and all present claims, damages, liabilities, and causes of action, whether known or unknown, and covenants not to sue, Respondents, their subsidiaries, affiliates, predecessors, successors and assigns, insurers, agents, shareholders, principals, employees, directors, and officers, 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 of any nature whatsoever which have arisen from any act, occurrence, transaction, omission, or communication which transpired or occurred at any time before or on the date of this Agreement, 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 Betty Sands and HOMZ Management Corporation agree that they and each of their employees or agents who are involved in the management or operation of residential rental properties in the Quad Cities area 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. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents Betty Sands and HOMZ Management Corporation 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.

Sensitivity Training

10. Respondents Betty Sands and HOMZ Management Corporation agree that they and each of their employees or agents who are involved in the management or operation of residential rental properties in the Quad Cities area will receive sensitivity training on working with people with disabilities within 90 days of their receipt of a Closing Letter from the Commission. The training shall be conducted by a qualified person, approved by the Commission.

Respondents Betty Sands and HOMZ Management Corporation also agree to send documentation to the Commission, verifying the sensitivity training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

Relief for Complainant

11. Respondents agree to refund Complainant's \$452.69 security deposit, less no deductions. Respondents agree to send the check to Complainant at the above address within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Respondents agree they will not seek any monies from Complainant for cleaning or damage issues to Apartment 101 in small claims court or in any other process or proceeding.

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.

Betty Sands, RESPONDENT

Date

Homz Management Corporation, RESPONDENT

Date

Spruce Hills Village LLC, RESPONDENT

Date

Amanda McCarron, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION