

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-15-67348

HUD# 07-15-0443-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

DINAH HODAPP

Hodapp Management, Inc.

955 236th Street NE, Suite 3

North Liberty, Iowa 52317-9683

HODAPP MANAGEMENT, INC.

955 236th Street NE, Suite 3

North Liberty, Iowa 52317-9683

WESTERN-FITCH LIMITED PARTNERSHIP

7344 N Western Avenue

Chicago, Illinois 60645-1814

COMPLAINANT

MICHAEL SIMMONS

1780 N Jones Boulevard, Apartment 2

North Liberty, Iowa 52317-8826

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant is a person with a disability. Complainant alleged Respondents charged him late fees and did not renew his lease because he is a person with disabilities. Respondents own or manage the subject property, an 18-unit apartment complex located at 1780 N Jones Boulevard, North Liberty, Iowa 52317. Respondents deny Complainant's allegations.

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 any person for filing a charge under the 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 under the ICRA.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of the ICRA.
3. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate in the sale or rental of a dwelling, or otherwise make unavailable or deny a dwelling, to a buyer or renter on the basis of disability. 42 U.S.C. 3604(f)(1); Iowa Code § 216.8A(3)(a).
4. Respondents acknowledge the FHA and ICRA make 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 on the basis of disability. 42 U.S.C. 3604(f)(2)(a) and Iowa Code § 216.8A(3)(b)(1).

#### Voluntary and Full Settlement

5. 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.

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 their 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. Because, pursuant to Iowa Code § 216.15A(2)(d), 42 U.S.C. 3610(b)(4), and 24 CFR 103.330(b), 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

10. 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.

#### Public Interest

#### Brochure

11. Respondents agree to promote Fair Housing, by posting the Commission's brochure, "Fair

Housing and You,” at the Hodapp Management Leasing Office North Liberty, Iowa in a conspicuous location, easily viewable to tenants and prospective tenants. Respondent agree to keep the brochure posted for the next three months at least. Respondents agree to access the brochure on the Commission’s website, [https://icrc.iowa.gov/sites/files/civil\\_rights/publications/2013/FairHousing\\_English\\_2013.pdf](https://icrc.iowa.gov/sites/files/civil_rights/publications/2013/FairHousing_English_2013.pdf) .

Respondents also agree to send a statement to the Commission, to the attention of Natalie Burnham, Compliance Monitor, within ten (10) days of receiving a Closing Letter from the Commission, verifying that the brochure was, in fact, posted at the Hodapp Management Leasing Office.

#### Fair Housing Training

12. Respondents agree Dinah Hodapp 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 individuals 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.

Ms. Hodapp anticipates completing the 1.5-hour telephonic training offered by the Commission.

#### Policy

#### Late Charges

13. Respondents agree they will maintain and apply their policy and procedures for the receipt of rent payments and the assessment of late fees in a fair and objective manner without regard to race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status.

#### Lease Renewal

14. Respondents agree they will maintain and apply their policy and procedures for lease renewal in a fair and objective manner without regard to race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status.

#### Relief for Complainant

15. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant Two Hundred Fifty dollars (\$250.00) without any deductions. Complainant shall be fully liable for any taxes associated with the settlement amount, which amount is to be applied to Complainant's moving expenses. Respondents agree the Settlement Check will be made out to Michael Simmons and mailed to him at the address listed on page one of this Agreement. Respondents agree to send a copy of the Settlement Check to the Commission, to the attention of Natalie Burnham, Compliance Monitor, within ten (10) days of receiving a Closing Letter from the Commission.

16. Within seven days (7) of receiving sales receipts from Complainant for moving expenses incurred while relocating from the subject property to his new residence, Respondents agree to reimburse Complainant for the total amount of moving expenses (e.g., truck rental, purchase of packing materials, labor, and similar expenses) listed in the sales receipts, up to a maximum of Two Hundred Fifty dollars (\$250.00). Respondents agree to send a copy of the "Moving Expenses" Check to the Commission, to the attention of Natalie Burnham, Compliance Monitor, within ten (10) days of sending the check to Complainant.

17. Respondents agree to renew Complainant's lease for a six-month term beginning on August 1, 2015 and ending on January 31, 2016, as per the new lease agreement. See Attachment.

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Dinah Hodapp, RESPONDENT Date

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Hodapp Management, Inc., RESPONDENT Date

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Western-Fitch Limited Partnership, RESPONDENT Date

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Michael Simmons, COMPLAINANT Date

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Kristin H. Johnson, EXECUTIVE DIRECTOR Date  
IOWA CIVIL RIGHTS COMMISSION