

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-12-62866

HUD# 07-12-0670-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

ALBERT CITY APARTMENTS, INC.

P.O. Box 13

Albert City, Iowa 50510

GENE LINDGREN

P.O. Box 13

Albert City, Iowa 50510

COMPLAINANT

MELINDA SMITH

510 4th Street South Apt. 13

Albert City, Iowa 50510

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant Melinda Smith, who currently resides at 510 4th Street South, Apartment 13, Albert City, Iowa 50510, alleged that Respondents – Albert City Apartments, Inc., the owner/manager of such apartment complex, and Gene Lindgren, the on-site manager of such apartment complex -- discriminated against her with unfair terms or conditions of rental when she served Complainant with an eviction notice based on disability. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement.

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. The parties agree that there shall be no discrimination, harassment, or retaliation of any kind against Complainant, Respondents, any other tenant of the apartment complex 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 of such 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 of a

person residing in or intending to reside in that dwelling after it is sold, rented, or made available. 42 U.S.C. 3604(f)(2)(A).

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 sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability of a person residing in or intending to reside in that dwelling after it is sold, rented, or made available. Iowa Code § 216.8A(3)(b)(2).

Voluntary and Full Settlement

3. 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. The parties acknowledge that they enter into this Agreement after having been fully advised by their attorney of their rights in this matter and of the scope and effect of 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. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties hereto concerning the subject matter hereof are contained herein, other than a confidentiality agreement that will be separately executed. All prior and contemporaneous conversations, negotiations, alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein or within the separate confidentiality agreement. The terms, covenants, conditions, and provisions of this Agreement shall not be altered, changed, modified, added to or deleted from, except in a writing signed by all of the Parties hereto.

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. Complainants hereby waive, release, and covenant 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. Complainants agree 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, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

Relief for Complainants

11. Complainant agrees that upon signing this Agreement, on or before August 1, 2012, Complainant shall provide a cashier's check or money order to Respondents in the amount \$502, for payment of certain past due rental amounts (\$112 April 2012, \$195 June 2012 and \$195 July 2012).

12. The parties agree that Complainant's tenancy and the terms of her Rental Agreement at Albert City Apartments, Inc. shall re-commence upon Complainant signing this Settlement Agreement. 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 the Respondents' rules and regulations.

The parties specifically acknowledge and agree that this settlement does not in any way equate to a waiver of, or otherwise affect, any of Respondents' rights under the Rental Agreement and Rules and Regulations or their right to require strict performance of Complainant's obligations as a tenant in the future. Specifically, under 18(c) in Complainant's lease the landlord may terminate Complainant's rental Agreement for the following reasons:

The Tenant's material failure to carry out obligations under any State Landlord and Tenant Act. 18(c)(2).

Criminal activity by a tenant, any member of the Tenant's household, a guest or another person under the Tenant's control. 18(c)(6)

13. Upon signing this Agreement, Complainant agrees on or before August 1, 2012, to provide a cashier's check or money order to pay Respondents in the amount \$195, for August 2012 rent. The parties agree, if HUD does not reinstate Complainant's HUD subsidy for August 2012, Complainant's rent will increase to \$458 per month and Complainant will owe a balance of \$263 for August 2012 rent. Complainant further agrees that on or before September 1, 2012, to provide a cashier's check or money order to Respondents in the amount \$263, for her August 2012 rent balance. If Complainant's HUD subsidy is not reinstated, Complainant agrees to pay \$458 per month on or before the first of each month through the term of Complainant's lease agreement which ends February 23, 2013.

14. Upon Complainant signing this Settlement Agreement and paying Respondents \$502, Respondents agree to immediately dismiss the legal eviction proceedings in Small Claims Court if they have not already done so. Respondents agree to fax a copy of the eviction proceedings dismissal to Natalie Burnham at 515-242-5840. Once the Commission receives documentation detailing the eviction proceedings have been dismissed, the Commission will sign the Predetermination Settlement Agreement and close this fair housing complaint as resolved.

Respondents also agree to immediately send written verification to Northwest Iowa Regional Housing in Spencer, IA that the legal eviction proceedings have been dismissed and Complainant's tenancy and the terms of her Rental Agreement at Albert City Apartments, Inc. have been reinstated.

Signatures on the following page (Page 5)

Albert City Apartments, Inc., RESPONDENT	Date
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Gene Lindgren, RESPONDENT	Date
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Melinda Smith, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION