

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 04-15-67232

HUD# 07-15-0397-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

AMANDA CROSBY

Whisper Ridge Apartments

9005 Bridgewood Blvd - Office

West Des Moines, Iowa 50266

PEDCOR MANAGEMENT CORPORATION

One Pedcor Square

770 3rd Avenue SW

Carmel, Indiana 46032

PEDCOR INVESTMENTS-2008-CXIII, LLC

One Pedcor Square

770 3rd Avenue SW

Carmel, Indiana 46032

COMPLAINANTS

BENJAMIN AND MARY WEBER

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainants alleged Respondents discriminated against them with unfair charges, which resulted in different terms, conditions, or privileges of rental based on national origin. Respondents deny having discriminated against Complainants, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property, a 208-unit apartment complex located at 9005 Bridgewood Boulevard, West Des Moines, Iowa 50266.

A complaint having been filed by Complainants 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 Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (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 by the ICRA. Iowa Code § 216.11(2).
2. Respondents acknowledge the ICRA makes 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 because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

Respondents acknowledge the Fair Housing Act (FHA) 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 therewith, because of race, color, religion, sex, familial status, or national origin.

42 U.S.C. 3604(b) (§ 804(b) of the Fair Housing Act).

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.

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 Complainants that any claims asserted in their 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. Because, pursuant to Iowa Code §216.15A(2)(d), 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

8. 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, 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

9. Within thirty (30) of the execution of this Settlement Agreement, Respondents agree to place the federal Fair Housing Poster (English and Spanish) in their property management office, in a conspicuous location, easily viewable to tenants and prospective tenants. The Fair Housing Posters can be obtained online at:

http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Eng.pdf

http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Sp.pdf

Respondents also agree to send documentation to the Commission, verifying the fair housing posters have been posted, within ten (10) days of displaying the posters.

Relief for Complainant

10. On March 20, 2015, Respondents issued Complainants a bill demanding \$2,678.41 for alleged damages, late rent, and a late charge fee. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to waive \$1,594.41 of the \$2,678.41 bill. Complainants agree to pay the remaining \$1084 balance, payable in monthly installments of \$50 per month until the balance is paid in full. The \$50 payments will be postmarked by the 5th of each month beginning with July 5, 2015. Complainant will send the \$50 monthly payments to: Whisper Ridge, 9005 Bridgewood Blvd – Office, West Des Moines, Iowa 50266 or bring the payment in person to the office during normal business hours Monday – Friday 8:30 am – 5:30 pm.

Respondents agree they will not pursue recovery in small claims court or in any other process or proceeding any monies Complainants may owe Respondents for unpaid rent, damages and late charge fees. However, if Complainants fail to timely send and postmark, or deliver in person the \$50 monthly payments by the 5th of each month, Respondents may pursue a judgment against Complainants in small claims court for all damages, late rent, late charge fees, interest, and court costs.

Within ten days of Complainants paying their \$1084 balance in full, Respondents will send a letter addressed to Complainants to the Commission verifying Complainants' Tenant Ledger Report reflects a \$0.00 balance. Natalie will forward the letter to Complainants.

Reporting and Record-Keeping

11. Within ten (10) days of displaying the posters, Respondents shall forward to the Commission objective evidence verifying the fair housing posters have been posted, as evidence of compliance with Term 9 of this Agreement.

12. Within ten days of Complainants paying their \$1084.00 balance in full, Respondents will send a letter to the Commission verifying Complainants' Tenant Ledger Report reflects a \$0.00 balance, as evidence of compliance with Term 10 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building, 400 East 14th Street,

Des Moines, Iowa 50319

Amanda Crosby, RESPONDENT	Date
---------------------------	------

Pedcor Management Corporation, RESPONDENT	Date
---	------

Pedcor Investments-2008-CXIII, LLC, RESPONDENT	Date
--	------

Benjamin Weber, COMPLAINANT	Date
-----------------------------	------

Mary Weber, COMPLAINANT	Date
-------------------------	------

Kristin H. Johnson, Executive DIRECTOR	Date
--	------

IOWA CIVIL RIGHTS COMMISSION

Total Value of Mediation to Complainant waived \$1,594.41 . Respondents waived waived \$1,594.41 balance owed by C for rent, late charge, damages and carpet replacement.