

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-12-63601

HUD# 07-13-0219-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

CAPITAL HILL RESIDENTIAL HOUSING COOPERATIVE

MP Property Management

P O Box 12147

Des Moines, Iowa 50312

MP PROPERTY MANAGEMENT, LLC

2041 NW 145th Street

Clive, Iowa 50025

CAMERON COMSTOCK

MP Property Management, LLC

2041 NW 145th Street

Clive, Iowa 50025

COMPLAINANT

AMANDA WEISS

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondent Cameron Comstock sexually harassed her by demanding sex for rent when she was unable to pay her rent in full and his conduct constituted unlawful discrimination based on sex. Complainant further alleged Respondents evicted her when she refused to submit to Respondent Comstock's demands for sex. Respondents own or manage the subject property located at 820 Lyon Street, Apartment 302, Des Moines, Iowa 50309.

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, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

42 U.S.C. 3604(b).

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 the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

Iowa Code § 216.8(1)(b).

3. Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 3603, 3604, 3605, or 3606 of this title. 42 U.S.C. 3617.

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 216.8, 216.8A, or 216.15A. Iowa Code § 216.11(A).

Voluntary and Full Settlement

4. 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.

5. 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.

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. 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 Poster

10. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in apartment complexes with shared hallways, 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, with the address of each apartment complex where the posters are displayed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission

#### Landlord Reference

11. 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 only provide the dates of Complainant's tenancy and that Complainant left the apartment clean and undamaged when she vacated it. Respondents agree they will not communicate any issue or concern regarding Complainant's tenancy, including the filing of this complaint.

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 and that Complainant left the apartment clean and undamaged when she

vacated it. Respondents will send the letter to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission. The Commission will forward the landlord reference letter to Complainant.

#### Relief for Complainant

12. Respondents agree to waive the \$5,000 that they allege Complainant owes them for unpaid rent, cleaning and damages after Complainant was evicted from the subject property on November 27, 2012 per Case: 05771 SCSC534964 (POLK). Respondents agree they will not pursue recovery of the \$5,000 owed in small claims court or in any other process or proceeding. Complainant agrees she will not file a claim in small claims court or in any other process or proceeding to seek the return of her security deposit.

Respondents agree to sign, notarize and submit Form 3:23: "Release and Satisfaction of Judgment (Attachment 2)" to the Polk County Clerk of Court detailing that the judgment has been satisfied in full, including interest and court costs and that Complainant is released from any further obligation on the judgment.

Respondents also agree to send a copy of the notarized Release and Satisfaction of Judgment to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of submitting Form 3:23 to the Polk County Clerk of Court. Respondents will also provide documentation to the Commission detailing the date the Release and Satisfaction of Judgment was filed with the Polk County Clerk of Court.

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Capital Hill Residential Housing Cooperative, RESPONDENT

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Date

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MP Property Management, LLC, RESPONDENT

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Date

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Cameron Comstock, RESPONDENT

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Date

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Amanda Weiss, COMPLAINANT

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Date

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Beth Townsend, DIRECTOR

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Date

IOWA CIVIL RIGHTS COMMISSION

Form 3.23: Release and Satisfaction of Judgment

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In The Iowa District Court for \_\_\_\_\_ County

Plaintiff(s)

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(Name)

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(Name)

vs.

Defendant(s)

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Name)

Release and Satisfaction of Judgment

Small Claim No. \_\_\_\_\_

To Judgment Debtor(s):

I (We) knowingly and voluntarily state that the judgment in this matter has been paid off or satisfied in full, including interest and court costs, and I (we) release the Debtor(s) named above from any further obligation on the judgment in this matter.

Note: Failure to satisfy and release a judgment, when paid off or satisfied in full, could result in a penalty of \$400.00 if not filed within 30 days of written request (Iowa Code section 624.37).

Date: \_\_\_\_\_

Judgment Creditor (must sign before a Notary)

Date: \_\_\_\_\_

Judgment Creditor (must sign before a Notary)

Certification of Acknowledgment (Iowa Code section 624.37):

On this date, \_\_\_\_\_,  
appeared before me, acknowledged that signing this Release and Satisfaction of Judgment was a voluntary and knowing act, and signed the document before me.

Date: \_\_\_\_\_

Notary Public or Clerk of Court



Total Value of Settlement \$3,102 that R will waive for final judgement after proof of damages was submitted to the court for unpaid rent, cleaning and damages after Complainant was evicted from the subject property on November 27, 2012 per Case: 05771 SCSC534964 (POLK).