

SETTLEMENT AGREEMENT AND GENERAL RELEASE

BETWEEN

CHAMBERS PROPERTIES, LC
808 FIFTH STREET
CORALVILLE, IA 52241

AND

THE CEDAR RAPIDS CIVIL RIGHTS COMMISSION
425 SECOND STREET, SUITE 960
CEDAR RAPIDS, IOWA 52401

ON THE COMPLAINT OF:

LESHARON DUCKETT
4110 33RD AVE. SW, APT. 11
CEDAR RAPIDS, IOWA 52404

SECTION I - STANDARD PROVISIONS

1. It is understood that the signing of this Agreement does *not* constitute an admission by Respondent of any violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa, and that this Agreement is entered into by the parties in a good-faith effort to amicably resolve existing disputes.
2. Respondent agrees that all housing and all terms and conditions of housing, shall be maintained and conducted in a manner which does not discriminate on the basis of race, creed, color, sex, age, religion, national origin, sexual orientation, physical or mental disability in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa. The Respondent has been provided with Fair Housing education material.
3. Respondent agrees that there shall be no discrimination, harassment, or retaliation of any kind against Complainant, or any other person, for filing a charge under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa; or because of giving testimony and/or assistance, or participating in any manner in any investigation, proceeding or hearing under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa; or because of lawful opposition to any practice forbidden under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
4. Complainant hereby waives, releases, and covenants not to sue Respondent with respect to any matters which were or might have been alleged as charges filed with the Cedar Rapids Civil Rights Commission, The United States Department of Housing and Urban Development or any other anti-discrimination agency, subject to the performance by Respondent of the promises and representations contained herein.
5. Complainant agrees that any complaint filed with any other agency, including The United States Department of Housing and Urban Development, or any other anti-discrimination agency, which

involves the issues of this complaint, shall be withdrawn upon execution of this agreement and receipt of the settlement proceeds.

6. Respondent agrees that the Commission may review compliance with this Agreement. As part of such review the Commission may require written documents concerning compliance, interview witnesses, and examine and copy documents.
7. Respondent and Complainant agree not to disclose the filing of this complaint or the terms of this Agreement to any other persons, and/or public or private news media outlet, including but not limited to newspaper, radio, and television news. This does not bar Complainant from seeking counsel from an attorney or an income tax professional for tax purposes.

SECTION II - RELIEF

1. The terms of this settlement agreement were voluntarily arrived at through mediation conducted on December 6, 2012, involving LeSharon Duckett and Chambers Properties, LC.
2. The Parties have agreed that Chambers Properties, LC will remunerate LeSharon Duckett in the amount of one-hundred, twenty dollars and fifty-four cents (\$120.54) as the remainder of her previously paid \$400.00 security deposit resulting from a reversed charge of \$35.00 for cleaning of unit, reversed charge of \$66.34 for maintenance repairs, a revised charge of \$45.00 for carpet cleaning, two utility charges totaling the amount of \$143.67 (\$63.86 + \$79.81), and a previously paid reimbursement of \$90.79. In exchange the Complainant will waive and release all subject complaints with the Cedar Rapids Civil Rights Commission and The United States Department of Housing and Urban Development.
3. The check shall be payable to LeSharon Duckett and delivered along with this signed agreement to the offices of the Cedar Rapids Civil Rights Commission. LeSharon Duckett will execute her signature on said mediation agreement along with her signature on a General Release Agreement. LeSharon Duckett also agrees to withdraw this complaint with The United States Department of Housing and Urban Development upon execution of this agreement and receipt of the settlement proceeds.
4. LeSharon Duckett and Chambers Properties, LC expressly agree that this \$120.54 payment will be treated as the remainder and reimbursement of a previously paid \$400.00 security deposit.
5. The terms of this agreement will not establish any precedent, nor will the agreement be used as a basis by LeSharon Duckett, Chambers Properties, LC, and/or any representative organization to seek or justify similar terms in any civil action or subsequent case.
6. LeSharon Duckett and Chambers Properties, LC agree that this agreement constitutes the entire agreement and there are no other terms to the agreement except those specified herein. They further agree that this agreement may not be modified except by a writing executed by all of the parties to this agreement.

SECTION III - RELIEF FOR PUBLIC INTEREST

1. Respondent agrees to refrain from interfering with any person in the exercise or enjoyment of the right to purchase, sell, rent, or occupy a dwelling in any manner that might result in, or be interpreted as an act of discrimination on the basis of race, color, creed, sex, age, religion, national origin, physical or mental disability, familial status or sexual orientation in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
2. Respondent agrees to accept and process the applications of all persons for occupancy of any dwelling which the Respondent owns or manages, in a reasonable and prompt manner, without

regard to race, color, creed, sex, age, religion, national origin, physical or mental disability, familial status or sexual orientation in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.

3. Respondent agrees to conduct all interactions with occupants of any dwelling which Respondent owns or manages in a reasonable and prompt manner, without regard to race, color, creed, sex, age, religion, national origin, physical or mental disability, familial status or sexual orientation in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
4. Respondent agrees that there shall be no discrimination, harassment or retaliation of any kind against Complainant, or any other person, for filing a charge under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa; or because of giving testimony and/or assistance, or participating in any manner in any investigation, proceeding or hearing under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa; or because of lawful opposition to any practice forbidden under Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
5. Respondent acknowledges receiving notification of requirements in the Federal Fair Housing Act Title VIII:

Section 810(c) regarding failure to comply with Mediation/Conciliation Agreement reads as follows: *Whenever the Secretary has reasonable cause to believe that a Respondent has breached a Conciliation Agreement, the Secretary shall refer the matter to the United States Attorney General with a recommendation that a civil action be filed under Section 14 for enforcement of such agreement.*

Section 14 regarding enforcement by the Attorney General part (a) Pattern and Practice Cases reads as follows: *Whenever the Attorney General has reasonable cause to believe that any person or group of persons is engaged in a pattern or practice of resistance to the full enjoyment of any of the rights granted by this title, or that any group of persons has been denied any of the rights granted by this title and such denial raises an issue of general public importance, the Attorney General may commence a civil action in any appropriate United States district court.*

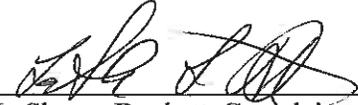
(The Fair Housing Act Title VIII as amended can be found at www.HUD.gov)

SECTION IV - COMPLIANCE PROVISIONS

1. This Agreement constitutes the complete understanding between Complainant, Respondent and the Cedar Rapids Civil Rights Commission who are parties to this Agreement. This action does not reflect any judgment by the Cedar Rapids Civil Rights Commission as to the merits of the charge or the terms of the settlement.
2. The Cedar Rapids Civil Rights Commission does not waive its right to investigate any other charge, including a charge filed by a member of the Commission to institute a direct investigation of a complaint against Respondent.
3. Complainant, Respondent, and their representatives agree to hold the terms of this settlement confidential. Further, the parties specifically agree not to discuss the terms and conditions of this settlement with past, present or future employees of Respondent or any other individual, except as required by law.
4. The parties hereto agree that this Agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which either of the parties alleges a breach of this Agreement.

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5. Respondent and Complainant agree to close this case as being satisfactorily adjusted and to take no further action relating to the investigation of this matter, subject to the performance by Respondent of the promises and representations contained herein.

DATE: 1/15/13



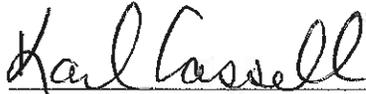
LaSharon Duckett, Complainant

DATE: 12/20/12

Chambers Properties LC by [Signature]

Chambers Properties, LC, Respondent

DATE: 1/15/13



Karl Cassell, Executive Director
Cedar Rapids Civil Rights Commission

