

CEDAR RAPIDS CIVIL RIGHTS COMMISSION

SETTLEMENT AND GENERAL RELEASE AGREEMENT

CRCRC Case: #3438
HUD Case: #07-14-0498-8

BETWEEN

**BENJAMIN HAUGEN
MELANIE BLUNN-HOFFMAN (COMPLAINANT REPRESENTATIVE)**

AND

**THE POINTE AT CEDAR RAPIDS LLC
DBA THE POINT AT CEDAR RAPIDS
PHILIP A. BURIAN (RESPONDENT REPRESENTATIVE)**

AND

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

HISTORY OF COMPLAINANT'S ALLEGATION TO DATE

Section: 804(f)(2)(A)
Issue: Terms and Conditions
Basis: Mental Disability
Allegation: Termination of Tenancy

The Complainant, Benjamin Haugen, was a tenant residing in an apartment building located in Cedar Rapids, Iowa, and owned by The Pointe at Cedar Rapids, LLC from on or about April 1, 2006 until on or about April 3, 2014. Complainant alleged Respondent Sara Neary discriminated against him by not renewing his lease. The Complainant's Case Manager, Melanie Blunn-Hoffman, states that she was informed by Respondent Neary that the Complainant was turning into a liability because he had a bug issue two years ago. The Complainant believes his lease was not renewed because of his mental disability.

Subject Property: 3900 Sherman Street NE, Apt. 12, Cedar Rapids, Iowa

The Complainant alleges the above statements of housing discrimination are based on Mental Disability and are in violation of 804(f)(2)(A) of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, Chapter 216 of the Code of Iowa, and Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.

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Section: 804(f)(2)(A)
Issue: Terms and Conditions
Basis: Mental Disability
Allegation: Excessive Fees

The Complainant, Benjamin Haugen, was a tenant residing in an apartment building located in Cedar Rapids, Iowa, and owned by The Pointe at Cedar Rapids, LLC from on or about April 1, 2006 until on or about April 3, 2014. Complainant alleged Respondent Sara Neary discriminated against him by charging him for general maintenance. He states that he received a bill for \$1,038.50 which includes charges for painting, kitchen cabinet replacement, drip pan replacement, and replacement of blinds. The Complainant believes some of these charges are the responsibility of the owners or management company and believes he is being overcharged because of his mental disability.

Subject Property: 3900 Sherman Street NE, Apt. 12, Cedar Rapids, Iowa

The Complainant alleges the above statements of housing discrimination are based on Mental Disability and are in violation of 804(f)(2)(A) of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, Chapter 216 of the Code of Iowa, and Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.

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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, gender identity, marital status, familial status, national origin, sexual orientation, physical or mental disability, and/or association with a protected class in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
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 and Respondent hereby waives, releases, and covenants not to sue or bring forth any legal action against the opposing party 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 permanently 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 for demonstration of compliance with the case specific terms of this agreement.
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, except as may be necessary for any court proceeding in the future. This does not bar Complainant from seeking counsel from an attorney or an income tax professional for tax purposes.

SECTION II - RELIEF

1. The parties understand the terms of this Agreement and enter into it voluntarily.
2. The terms of this Agreement were arrived at through conciliation conducted on Thursday, September 18, 2014 through Monday, September 22, 2014, involving Benjamin Haugen (Complainant), Melanie Blunn-Hoffman (Complainant Representative), Amanda West (Complainant Representative) and Philip A. Burian (Respondent Representative). The terms of this Agreement are in effect as agreed upon on the aforementioned date and will remain in effect thereafter.

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3. The Parties have agreed that The Pointe at Cedar Rapids will reduce Benjamin Haugen's Tenant Ledger Statement from \$1,038.50 USD (one-thousand, thirty-eight, and fifty cents) to \$188.50 USD (one-hundred, eighty-eight, and fifty cents). A revised Tenant Ledger Statement will be submitted upon finalization of this agreement to the Cedar Rapids Civil Rights Commission by 12:00 p.m. CST on Wednesday, October 3, 2014.
4. Upon 30 days of receipt of revised Tenant Ledger statement in the amount mentioned above, Complainant agrees to submit payment in full to The Pointe at Cedar Rapids.
5. Complainant party agrees to withdraw this complaint with The United States Department of Housing and Urban Development and with the Cedar Rapids Civil Rights Commission upon execution of this agreement.
6. The terms of this agreement will not establish any precedent, nor will the agreement be used as a basis by Benjamin Haugen, Philip A. Burian, and/or any representative party or organization to seek or justify similar terms in any civil action or subsequent case.
7. Complainant and Respondent party 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. All parties agree that The-Pointe at Cedar Rapids staff will receive training on the Fair Housing Act. This education will be arranged at the convenience of the Respondents within 90 days of the Settlement Agreement. The Respondent is encouraged to call the Cedar Rapids Civil Rights Commission, 319-286-5036, whenever Equal Housing Opportunity questions arise.
2. 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, gender identity, marital status, physical or mental disability, familial status, sexual orientation, and/or association of a protected class in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
3. 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, gender identity, marital status, age, religion, national origin, physical or mental disability, familial status, sexual orientation, and/or association with a protected class in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
4. 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, gender identity, marital status, national origin, physical or mental disability, familial status, sexual orientation and/or association with a protected class in violation of Chapter 69 of the Municipal Code of Cedar Rapids, Iowa.
5. Respondent agrees that there shall be no discrimination, harassment or retaliation of any kind against Complainant, those related to or associated with the 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

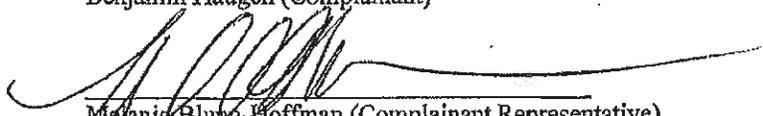
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9. It is understood by all parties that "Respondent" throughout this Agreement refers to both or either The Pointe at Cedar Rapids and Sarah Neary individually and the Respondent Representative, Philip A. Burian, signs this Agreement representing both parties. Accordingly, it is understood that "Complainant" throughout this Agreement refers to Benjamin Haugen individually and the Complainant Representative, Melanie Blunn-Hoffman signs this Agreement representing Mr. Haugen.

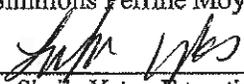
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SECTION V - SIGNATURES

DATE: 10/1-2014 BENHOU GZAO
Benjamin Haugen (Complainant)

DATE: 10/1/14 
Melanie Blum-Hoffman (Complainant Representative)
Lincoln County MHD

DATE: 10/2/14 
Philip A. Burian (Respondent Representative)
Simmons Perrine Moyer Bergman PLC

DATE: 10/2/2014 
LaSheila Yates, Executive Director
Cedar Rapids Civil Rights Commission