

PARTIES TO THE SETTLEMENT AGREEMENT

CP# 12-17-71400
HUD# 07-18-8165-8

RESPONDENTS

KMB PROPERTY MANAGEMENT
916 Maiden Lane Suite 1
Iowa City, Iowa 52240

MITCH KING
916 Maiden Lane Suite 1
Iowa City, Iowa 52240

DAMON M. DAVIS
1447 Reynolds Drive
Auburn, Alabama 36830

YARI L. DAVIS
1447 Reynolds Drive
Auburn, Alabama 36830

COMPLAINANT

JEANETTE MORALES-SORRENTINI
725 Emerald Street Apartment d3
Iowa City, Iowa 52246

and

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties: Complainant alleges discrimination in the area of housing on the basis of national origin (Hispanic). Complainant alleges Respondents failed to make repairs or unreasonably delayed in making repairs and failed to remove a dead squirrel from the attic and this resulted in different terms, conditions or privileges of rental, based on national origin. In addition, Complainant alleged Respondents failed to return her security deposit due to her national origin. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. The subject property is a single-family home, located at 1711 Gleason Avenue, Iowa City, Iowa 52240.

Terms of Settlement: A complaint having been filed by Complainant against Respondents with 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 that the Federal Fair Housing Act, as amended, 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 therewith, because of the person’s race, color, religion, sex, disability, familial status, national origin, or disability.
42 U.S.C. 3604(b), 3604(f)(2) (§ 804 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 Complainant that any claims asserted in his 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. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which arose out of or were in any way related to her lease of the premises located at 1711 Gleason Avenue, Iowa City, Iowa, 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. 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

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

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FairHousingPosterGeneral.pdf>

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FHPosterGeneralSpanish.pdf>

Respondents 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. Respondent KMB Property Management agrees on May 4, 2018, to pay Complainant \$1,148.00 without any deductions, as a return of her security deposit. Respondents agree the Settlement Check will be made out to Jeanette Morales-Sorrentini and on May 4, 2018, she can pick the check up in person at the Leff Law Firm, LLP located at 222 South Linn Street, Iowa City, Iowa. Upon receipt of the check, Complainant will sign an acknowledgment receipt. In addition, Respondents agree to send a copy of the settlement check to the Commission.

Respondents also agree they will not pursue recovery in small claims court or in any other process or proceeding the \$1,719.13.00 balance they allege Complainant and Alejandro

Arroyo owe them for damages, cleaning and fees. Complainant also agrees she will not pursue recovery in small claims court or in any other process or proceeding any monies or fees.

Within five (5) days of the date on the Commission's Closing Letter, Respondents will send a letter addressed to Complainant verifying that her Tenant Ledger Report reflects a \$0.00 balance. The letter will be sent to Complainant via certified mail at the address listed on page one of this Agreement and a copy will be sent to the Commission

Reporting and Record-Keeping

- 11. Respondents shall forward to the Commission objective evidence verifying the fair housing posters have been posted within ten (10) days of displaying the posters, as evidence of compliance with Term 9 of this Agreement.
- 12. Respondents agree within five days of Complainant picking up the Settlement Check and signing the acknowledgement receipt at the Leff Law Firm, to send to the Commission a copy of the settlement check, copy of the Tenant Ledger Report and copy of the receipt acknowledgement form, as evidence of compliance with Term 10 of this Agreement.

All required documentation of compliance must be submitted via email or U.S. Mail to:
Sylvia Owens, Iowa Civil Rights Commission, Grimes State Office Building, 400 East 14th Street, Des Moines, Iowa 50319 sylvia.owens@iowa.gov Telephone: 515-281-6434

KMB Property Management, RESPONDENT Date

Mitch King, RESPONDENT Date

Damon M. Davis, RESPONDENT Date

Yari L. Davis, RESPONDENT Date

Jeanette Morales-Sorrentini, COMPLAINANT Date

Kristin H. Johnson, DIRECTOR Date
IOWA CIVIL RIGHTS COMMISSION