

**PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 05-18-71975  
HUD# 07-18-9090-8

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

KEYWAY MANAGEMENT COMPANY, L.L.C  
1200 Valley West Drive, Suite 108  
West Des Moines, Iowa 50266

WALDEN POINT LIMITED PARTNERSHIP  
319 East Washington Street, Suite 111  
Iowa City, Iowa 52244

TINA WILLMSEN  
Walden Point  
1200 4<sup>th</sup> Street  
Des Moines, Iowa 50314

**COMPLAINANT**

WALTER GATES  
The Rose of Des Moines  
1330 – 19<sup>th</sup> Street #319  
Des Moines, Iowa 50314

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 race (African American). Complainant alleges Respondents denied him tenancy due to his race. Respondents deny in total 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 60-unit apartment complex, known as, Walden Point, located at 1200 4<sup>th</sup> Street, Des Moines, Iowa 50314.

**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).

3. Respondents acknowledge the Federal Fair Housing Act (FHA) and the ICRA make it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).

## **Voluntary and Full Settlement**

4. The parties acknowledge this Predetermination Settlement Agreement (“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, liability, or violation of law by Respondents, or any of them, which wrongdoing, liability, or violation of law is expressly and specifically denied in total by Respondents. 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. 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**

9. Complainant hereby waives, releases, acquits, fully and forever discharges, and covenants not to sue Respondents (Keyway Management Company, L.L.C., Walden Point Limited Partnership, and Tina Willmsen), and any and all other persons, firms, and corporations acting on Respondents' behalf, 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. 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. Within thirty (30) of the execution of this Settlement Agreement, Respondent agrees to place the Fair Housing Poster (English and Spanish) at the subject property, 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>

Respondent agrees to send documentation to the Commission verifying the fair housing posters have been posted within ten (10) days of displaying the posters. "Documentation" may take the form of a photograph showing the poster has been placed.

### **Relief for Complainant**

11. Within seven business days of receiving Complainant's signed Settlement Agreement, Respondents agree to pay Complainant \$750.00 without any deductions, and send said check to him via certified mail. Respondents agree the Settlement Check will be made out to Walter Gates and sent to him at his address listed on page one of this Settlement Agreement.

Within seven days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the Settlement Check to the Commission.

### **Reporting and Record-Keeping**

12. 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 10 of this Agreement.
13. Within seven days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the Settlement Check to the Commission, as evidence of compliance with Term 11 of this Agreement.

### **Miscellaneous Provisions**

14. **Captions/Titles.** The paragraph/term titles, headings, and/or captions set forth in this Agreement have been employed solely as a means of reference and convenience. Such designations shall not affect the interpretation or construction of this Agreement and shall not define, limit, extend, or otherwise describe the scope of the Agreement or the intent of any provisions hereof. Such designations are not substantive.
15. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties, and supersedes any and all prior written or oral agreements or understandings between the parties pertaining to the subject matter hereof.
16. **Construction.** Words and phrases used herein shall be construed as singular or plural number, and as masculine, feminine, or neuter gender, according to context.
17. **Binding Upon Successors.** This Agreement shall be binding and inure to the benefit of the successors and assigns of the parties.
18. **Acknowledgment of Understanding.** The parties acknowledge that they have read the foregoing Agreement, understand its terms, and freely and voluntarily execute the Agreement.
19. **Execution in Counterparts; Facsimile/Electronic Signatures.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which counterparts shall together contain the signatures of all of the parties hereto and shall constitute a single binding, and complete Agreement. The parties agree that facsimile or electronic signatures are and will be treated the same as original signatures, that original signature pages will be circulated as evidence of compliance with Term 6 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](mailto:sylvia.owens@iowa.gov)  
Telephone: 515-281-6434

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Walden Point Limited Partnership, RESPONDENT

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Date

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Keyway Management Company, L.L.C., RESPONDENT

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Date

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Tina Willmsen, RESPONDENT

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Date

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Walter Gates, COMPLAINANT

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Date

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Kristin H. Johnson, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

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Date