

**PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 07-18-72319  
HUD# 07-18-0035-8

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

MJB MOTELS, LLC d/b/a AMERICAN INN  
Ron White  
3737 S. Elizabeth Street, Suite 103  
Independence, MO 64057

AERYK MORGAN  
American Inn  
2717 S. 24th Street - Office  
Council Bluffs, IA 51501-6950

AMANDA REILEY  
American Inn  
2717 S. 24th Street - Office  
Council Bluffs, IA 51501-6950

**COMPLAINANT**

LANEISA DAVIS  
5107 Brooklyn Avenue  
Kansas City, MO 64130-2559

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 discriminatory terms and conditions based on her race when Respondents failed to make timely repairs and terminated her tenancy. 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 180-unit long-term stay hotel complex, known as, American Inn, located at 2717 S. 24th Street, Council Bluffs, IA 51501-6950.

**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 her 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 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, 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**

10. Within seven (7) business days of receiving Complainant's signed Settlement Agreement and an executed I.R.S. Form W-9 from Complainant, Respondents agree to pay Complainant SIX THOUSAND U.S. DOLLARS (\$6,000.00) without any deductions and send said check to her via overnight mail. Respondents agree the Settlement Check will be made out to LaNeisa Davis and sent to her at her 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**

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 10 of this Agreement.
12. Within seven (7) 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 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](mailto:sylvia.owens@iowa.gov)  
Telephone: 515-281-6434

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MJB Motels, LLC d/b/a American Inn, RESPONDENT

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Date

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Aeryk Morgan, RESPONDENT

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Date

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Amanda Reiley, RESPONDENT

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Date

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LaNeisa Davis, COMPLAINANT

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Date

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Kristin H. Johnson, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

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Date