

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 06-18-72179
HUD# 07-18-9532-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

ROBIN MALHI
ACH Properties, LLC
1727 NW 99th Street
Clive, Iowa 50325

ACH PROPERTIES, LLC
1727 NW 99th Street
Clive, Iowa 50325

MALHI INVESTMENTS, LLC
1727 NW 99th Street
Clive, Iowa 50325

COMPLAINANT

LEODES WESLEY
Central Iowa Shelter and Services
1420 Mulberry Street
Des Moines, Iowa 50309

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 bases of race (African American), sex (male) and disability. Complainant alleges discriminatory terms and conditions based on his race, sex and disability when Respondents terminated his 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 4-unit multi-family apartment complex, located at 1097 26th Street, Des Moines, IA 50311.

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 FHA and ICRA make it unlawful to discriminate against another person 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 a disability. 42 U.S.C. 3604(f)(2)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).

Voluntary and Full Settlement

4. 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.
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 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.
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, 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

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 three (3) business days of receiving Complainant Leodes Wesley's signed Settlement Agreement, Respondents agree to pay Mr. Wesley TWO THOUSAND U.S. DOLLARS (\$2,000.00) without any deductions. Respondents agree the Settlement Check will be made out to Leodes Wesley and sent to or hand-delivered to Sylvia Owens, Iowa Civil Rights Commission, Grimes State Office Building, 400 East 14th Street, Des Moines, Iowa 50319. Once the Commission's Closure Letter is issued and the Settlement Check is received, the Commission will contact Mr. Wesley via US mail, email and telephone to alert him that the said Settlement Check is ready for him to pick up. Mr. Wesley will come in-person to the Iowa Civil Rights Commission to pick up his Settlement Check.

12. Respondents agree they will not pursue recovery in small claims court or in any other process or proceeding the any balance they allege Complainant owes them for back rent, cleaning and fees. Complainant agrees he will not pursue recovery in small claims court or in any other process or proceeding his security deposit or any monies or fees.

Reporting and Record-Keeping

13. 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.

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

Robin Malhi, RESPONDENT

Date

ACH Properties, LLC, RESPONDENT

Date

Malhi Investments, LLC, RESPONDENT

Date

Leodes Wesley, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date