

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-18-72935
HUD# 07-19-0917-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

CHAUN N. VINH
422 SE Lowell Drive
Ankeny, Iowa 50021

ANH Q. NGUYEN
422 SE Lowell Drive
Ankeny, Iowa 50021

LAN T. NGUYEN
422 SE Lowell Drive
Ankeny, Iowa 50021

GORGEAS COMMERCIAL PROPERTY MANAGEMENT, LLC
1719 Hull Avenue
Des Moines, Iowa 50313

COMPLAINANT

DARVATE BELL

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 disability, race (African American) and retaliation. Complainant alleges she is a person with disabilities who needs an assistance animal. Complainant alleges Respondents implementation of a “no-pets” policy and refusal to waive it for her assistance animal constitutes a failure to provide a reasonable accommodation and this resulted in different terms, conditions or privileges of rental based on disability. Complainant also alleges the Caucasian tenants in the other side of the rental were allowed to keep their pets and this resulted in different terms, conditions or privileges of rental based on race. In addition, Complainant alleges Respondents served her with a seven-day notice to remove her assistance animal or vacate the subject property and this resulted in Respondents’ termination of her tenancy in retaliation for exercising her right in requesting a reasonable accommodation for her disabilities. 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 duplex, located 102 NW Sharmin Drive, Ankeny, Iowa 50023.

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 refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider’s operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).
4. Respondents acknowledge the ICRA makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 216.8, 216.8A, or 216.15A. Iowa Code § 216.11(A).

Respondents acknowledge the FHA makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 3603, 3604, 3605, or 3606 of this title. 42 U.S.C. 3617.

Voluntary and Full Settlement

5. 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.
6. 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.
7. 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.
8. 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

9. 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

10. 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

11. Within thirty (30) of the execution of this Settlement Agreement, Respondents agree 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>

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

12. Respondents agree to release Complainant from the terms of her rental agreement effective September 1, 2018. Respondents agree to consider Complainant's departure as a mutually agreed-upon termination of tenancy. Respondents agree not to seek any monies from Complainant for terminating the rental agreement before its expiration date. Respondents also agree not to seek any monies from Complainant for any alleged unpaid rent, cleaning, utilities, fees or property damage sustained as a result of Complainant's tenancy at Respondents' rental property.

Complainant agrees not to pursue recovery of her rental deposit in small claims court or in any other process or proceeding.

Respondents agree and acknowledge that upon executing this Agreement, Complainant's current account statement will reflect a \$0.00 balance.

Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents will send a letter addressed to Complainant to the Commission verifying that Complainant's Tenant Ledger Report reflects a \$0.00 balance. The Commission will then send a copy of the letter to Complainant.

Reporting and Record-Keeping

13. Respondents agree to send documentation to the Commission verifying the Fair Housing Posters have been displayed, within ten (10) days of their placement at the subject property, as evidence of compliance with Term 11 of this Agreement.
14. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents will send a letter addressed to Complainant to the Commission verifying that Complainant's Tenant Ledger Report reflects a \$0.00 balance, 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

Chau N. Vinh, RESPONDENT

Date

Anh Q. Nguyen, RESPONDENT

Date

Lan T. Nguyen, RESPONDENT

Date

Gorgas Commercial Property Management, LLC, RESPONDENT

Date

Darvate Bell, COMPLAINANT

Date

Linda Grathwohl, INTERIM EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date