

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-21-76872
HUD# 07-21-7758-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

WDM ARTISAN, LLC
317 6th Ave, St 910
Des Moines, IA 50309-4120

OPTIMUM REAL ESTATE MANAGEMENT, LLC
d/b/a Artisan Management Group
2270 Bell Ave
Des Moines, IA 50321-1107

LAURA DABB
2120 Grand Ave, Apt 1
West Des Moines, IA 50265-4270

COMPLAINANT

EMMANUEL PAH
2120 Grand Ave, Apt 13
West Des Moines, IA 50265-4272

and

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

Description of the Parties: Complainant is African American and originally from Liberia. Complainant alleges Respondent failed to make timely repairs to his apartment because of his race and national origin. The subject property is multi-unit apartment complex located at 2120 Grand Ave, West Des Moines, IA 50265.

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 WDM Artisan LLC, Optimum Real Estate Management, LLC, and Laura Dabb agree there shall be no discrimination, harassment, or retaliation of any kind against Complainants 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 WDM Artisan LLC, Optimum Real Estate Management, LLC, and Laura Dabb acknowledge the ICRA and the Federal Fair Housing Act (FHA) 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), 42 U.S.C. 3604(b), 3604(f) (2) (§ 804 of the Fair Housing Act).
3. Respondents WDM Artisan LLC, Optimum Real Estate Management, LLC, and Laura Dabb acknowledge that the FHA and ICRA make it unlawful for any person to retaliate against another person in any of the rights protected against discrimination by this chapter because such person has lawfully opposed any practice forbidden under this chapter, obeys the provisions of this chapter, or has filed a complaint, testified, or assisted in any proceeding under this chapter. Iowa Code § 216.11(2).

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 their 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 WDM Artisan LLC, Optimum Real Estate Management, LLC, and Laura Dabb agree the Commission may review compliance with this Agreement. And as part of such review, Respondent agrees 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 Training

10. Respondents WDM Artisan LLC and Optimum Real Estate Management, LLC will require training on the requirements of State and Federal Fair Housing Laws for Laura Dabb and any other employees responsible for managing the property located at 2120 Grand Ave, West Des Moines, IA 50265 within 30 days of their receipt of a Closing Letter from the Commission. Respondents WDM Artisan LLC and Optimum Real Estate Management, LLC also agree new employees responsible for managing the property located at 2120 Grand Ave, West Des Moines, IA 50265 within hired within one year of the date of the Commission's Closing Letter, will receive training on the requirements of State and Federal Fair Housing Laws within 30 days of their date of hire or elected appointment. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Relief for Complainant

11. Respondents WDM Artisan LLC and Optimum Real Estate Management, LLC agree to pay Complainant \$1,000.00 within seven (7) days of the date of the ICRC's Closure Letter. Respondent agree the Settlement Check will be made out to Emmanuel Pah and sent to his address listed on page one of this Agreement.

Respondent agrees to release Complainant from his lease and Complainant will vacate his unit located at 2120 Grand Ave, Apt 13, West Des Moines, IA 50265 within thirty (30) days of the date of the ICRC's Closure Letter.

Reporting and Record-Keeping

12. Respondents WDM Artisan LLC and Optimum Real Estate Management, LLC shall forward to the Commission objective evidence of the successful completion of fair housing

training in the form of a Certificate or a letter from the entity conducting the training or signed sworn statement from Respondent stating the time and location of their training and the entity that conducted the training, as evidence of compliance with Term 10 of this Agreement within ten (10) days of the completion of the training.

All required documentation of compliance must be submitted via email or U.S. Mail to:

Amy Quail
Iowa Civil Rights Commission
Grimes State Office Building
400 East 14th Street
Des Moines, Iowa 50319
Amy.quail@iowa.gov
Telephone: 515-725-1082

WDM ARTISAN, LLC, RESPONDENT

Date

OPTIMUM REAL ESTATE MANAGEMENT, LLC,
RESPONDENT

Date

LAURA DABB, RESPONDENT

Date

EMMANUEL PAH, COMPLAINANT

Date

CHARLES A.D. HILL, INTERIM EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date