

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 11-16-69823
HUD# 07-17-6145-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

PERRY LETO
1204 Guthrie Street
P.O. Box 103
De Soto, Iowa 50069

ROBERT FARRELL
PO Box 219
Prairie City, Iowa 50228

FARRELL PROPERTIES, INC.
910 West 18th Street South
Newton, Iowa 50208

COMPLAINANT

JUDITH TIERNEY

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 sex (female). She claims she has been the victim of sex-based harassment by Respondent Perry Leto (property manager). She claims Leto's conduct made her housing environment hostile or abusive and resulted in her constructive eviction after Respondents failed to take prompt remedial action. Respondents own or manage the subject property, an 18-unit apartment complex known as Acorn Apartments, located at 1210 Guthrie Street, De Soto, Iowa 50069.

Terms of Settlement: A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereinafter referred to as 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); 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 the 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, national origin, religion, disability, or familial status. 42 U.S.C. 3604(b).

3. 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

4. The parties acknowledge this 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 her 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. The parties agree the Commission may review compliance with this Agreement. And as part of such review, the parties 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.
8. The parties acknowledge, if the Commission or the U.S. Department of Housing and Urban Development (HUD) has reasonable cause to believe that Respondents have breached this Agreement, the Commission may refer the matter to the Iowa Department of Justice - Office of the Attorney General, and HUD may refer the matter to the U.S. Department of Justice.

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 including the Dubuque Human Rights Commission, 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

11. Respondents agree Perry Leto, Robert Farrell, and each of their current employees or agents who are involved in the management or operation of Respondents' residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will include an overview of fair housing law, and will emphasize the law regarding prohibition of harassment due to sex. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission verifying the fair housing training has been completed within ten (10) days of completing the training.

Relief for Complainant

12. Respondents agree they will not pursue recovery in small claims court or in any other process or proceeding for the \$3,695.00 amount that they allege Complainant owes them for unpaid rent, late fees, court costs, damages, and cleaning charges. Complainant agrees Respondents will keep her \$500 security deposit. Complainant agrees she will not pursue recovery of her security deposit in small claims court or in any other process or proceeding.

Within seven (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 Respondents' letter to Complainant.

13. Within seven days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant the sum of \$1,500.00 without any deductions. Respondents agree the Settlement Check will be made out to Complainant and mailed to Natalie Burnham at the Commission, at the address listed on page one of this Agreement. Natalie will forward the check to Complainant via certified mail.

Reporting and Record-Keeping

- 14. Respondents shall forward to the Commission objective evidence of the successful completion of fair housing training in the form of a certificate of completion or a letter from the entity conducting the training within ten (10) days of the completion of the training, as evidence of compliance with Term 11 of this Agreement.
- 15. 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 Complainant's Tenant Ledger Report reflects a \$0.00 balance, as evidence of compliance with Term 12 of this Agreement.

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

Don Grove
Iowa Civil Rights Commission
Grimes State Office Building
400 East 14th Street
Des Moines, Iowa 50319
Don.Grove@iowa.gov

Signatures on the Following Page (Page 5).

_____	_____
Perry Leto, RESPONDENT	Date
_____	_____
Robert Farrell, RESPONDENT	Date
_____	_____
Farrell Properties, Inc., RESPONDENT	Date
_____	_____
Judith Tierney, COMPLAINANT	Date
_____	_____
Kristin H. Johnson, DIRECTOR IOWA CIVIL RIGHTS COMMISSION	Date