

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 02-22-77840
HUD# 07-22-9030-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

15th & Grand Properties, LLC
1459 Grand Ave
Des Moines, IA 50309-3005

Krause+, LLC
1459 Grand Ave
Des Moines, IA 50309-3005

COMPLAINANT

Michael Manahl
1200 4th St, Apt. 106
Des Moines, IA 50314-3109

and

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

Description of the Parties: Complainant is a person with disabilities. Complainant alleges Respondents treated him differently than other tenants due to his disability status. Complainant also alleges that Respondents failed to make a reasonable accommodation for his disability, and retaliated against him after he made a request for reasonable accommodation. The subject property is a multi-unit apartment complex located at 1519 Grand Ave, Des Moines, Iowa.

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 15th & Grand Properties, LLC, and Krause+, LLC, 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 15th & Grand Properties, LLC, and Krause+, LLC, 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 15th & Grand Properties, LLC, and Krause+, LLC, 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)(3)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).
4. Respondents 15th & Grand Properties, LLC, and Krause+, LLC, 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

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 their 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, 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

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 Training

11. Respondents 15th & Grand Properties, LLC, and Krause+, LLC, will require training on the requirements of State and Federal Fair Housing Laws for their property managers within 90 days of their receipt of a Closing Letter from the Commission. Respondents 15th & Grand Properties, LLC, and Krause+, LLC, also agree new employees or agents who are involved in the review and approval of requests for accommodation 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 90 days of their date of hire or elected appointment.

Relief for Complainant

12. Respondents 15th & Grand Properties, LLC, and Krause+, LLC, promise to make available copies of all of their forms, letters, and notices to applicants and tenants, in large font upon request. Font size will be determined based upon the need of the individual making the request and will be provided as soon as is practicable.

Reporting and Record-Keeping

13. Respondents 15th & Grand Properties, LLC, and Krause+, 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 11 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

15th & Grand Properties, LLC, RESPONDENT

Date

Krause+, LLC, RESPONDENT

Date

Michael Manahl, COMPLAINANT

Date

Stan Thompson, Executive Director
IOWA CIVIL RIGHTS COMMISSION

Date