

**PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 04-22-78219  
HUD# 07-22-9733-8

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

The Eastlake Partnership  
735 George Street, Suite 380  
Iowa City, IA 52246-5012

Baker Apartments  
1825 Winding Hill Road  
Davenport, IA 52807-1308

Shelly Klein  
1526 5th Street  
Coralville, IA 52241-1873

**COMPLAINANT**

Cedric Agossou  
1405 2nd Street  
Coralville, IA 52241-1829

and

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

**Description of the Parties:** Complainant is Black, originates from Benin, and has two minor children living in Benin with their mother (Complainant’s spouse). Complainant has been a tenant of Respondent, The Eastlake Partnership, for at least two years and recently renewed his lease. Complainant alleges he was subjected to discriminatory refusal to rent to his wife and children based on race, national origin, and familial status. The subject property is a multi-family residential structure located at 1405 2nd Street, Coralville, IA 52241-1829. The Respondents are the property owner, The Eastlake Partnership, a management company, Barker Apartments, and an employee of the management company, Shelly Klein. The Respondent, The Eastlake Apartments, on behalf of all Respondents has filed a response to the claim denying there has been any application from or refusal to rent to Complainant’s family or any other form of discrimination involving Complainant or his family.

**Terms of Settlement:** A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216, the Respondents having disputed the complaint, and

there having been a preliminary inquiry, the parties do hereby agree to settle the above-captioned matter in the following extent and manner:

### **Acknowledgment of Fair Housing Laws**

1. Complainant and Respondents, The Eastlake Partnership, Baker Apartments, and Shelly Klein, acknowledge the “Iowa Civil Rights Act of 1965” (ICRA) prohibits discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the 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. Complainant and Respondents, The Eastlake Partnership, Baker Apartments, and Shelly Klein, 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).
3. Complainant and Respondents, The Eastlake Partnership, Baker Apartments, and Shelly Klein, 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).

### **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 by any party. The parties agree that this Agreement is executed as a compromised settlement, liability for which is expressly denied by the parties released, and that performance under this Agreement does not constitute an admission of liability on the part of any person or entity. The execution of this Agreement by Complainant is not an admission that any claims asserted in his complaint are without merit. The execution of this Agreement by Respondents is not an admission that any denials of discrimination asserted in its response are without merit.
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 The Eastlake Partnership, Baker Apartments, and Shelly Klein agree the Commission may review compliance with this Agreement. Respondents further agree that, as

part of such review, 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, acquits, forever discharges, 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 The Eastlake Partnership and Baker Apartments will require training on the requirements of State and Federal Fair Housing Laws for Shelly Klein within ninety (90) days of their receipt of a Closing Letter from the Commission. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. Training which will satisfy the terms of this Agreement is offered by the Commission on a quarterly basis, at no cost to the participants.

### **Relief for Complainant**

11. Respondents The Eastlake Partnership, Baker Apartments, and Shelly Klein agree to accept, process, and approve a rental application for Complainant's spouse and minor children and accept them as tenants in Complainant's housing unit, provided that Complainant or his spouse submit said application to Respondents, and provided that Complainant's tenancy with Respondents is in good standing at that time.
12. Respondents The Eastlake Partnership, Baker Apartments, and Shelly Klein agree to waive an amount equal to one (1) month's rent under Complainant's rental agreement for the first full month's tenancy after Complainant's spouse and minor children become tenants in Complainant's housing unit.

### **Reporting and Record-Keeping**

13. Respondents The Eastlake Partnership, Baker Apartments, and Shelly Klein 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 Respondents stating the time and location of the training and the entity that conducted the training, as evidence of compliance with Term 10 of this Agreement within ten (10) days after the completion of the training or ten (10) days of receipt of a Closing Letter from the Commission, whichever occurs later. Respondents will not need to provide such documentation if they elect to participate in training provided by the Commission.

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

Mathew Gore  
Iowa Civil Rights Commission  
Grimes State Office Building  
400 East 14th Street  
Des Moines, Iowa 50319  
mathew.gore@iowa.gov  
Telephone: 515-725-4101

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The Eastlake Partnership,  
RESPONDENT

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Date

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Baker Apartments,  
RESPONDENT

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Date

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Shelly Klein,  
RESPONDENT

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Date

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Cedric Agossou,  
COMPLAINANT

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Date

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Stan Thompson, EXECUTIVE DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

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Date