PREDETERMINATION SETTLEMENT AGREEMENT

CP#12-24-83052
HUD#07-25-3329-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

YES Ewing Trace, LLC
5050 S Syracuse St.
Suite 1200
Denver, CO 80237-3388

YES Management, LLC
5050 S Syracuse St.
Suite 1200
Denver, CO 80237-3388

Monica Ospina
Property Manager
4201 Windsor Place
Des Moines, IA 50320-1541

COMPLAINANT

Tyler King
1840 Swan Lake Circle
Des Moines, IA 50320-1582

and

IOWA OFFICE OF CIVIL RIGHTS (IOCR)
6200 Park Avenue, Suite 100
Des Moines, Iowa 50321

Description of the Parties: Complainant identifies himself as the father of a child with a disability. Complainant alleges he was subjected to discriminatory terms and conditions due to his daughter's disability. Respondent YES Ewing Trace, LLC is the owner and manager of the subject property.[1] The subject property is a mobile home park located at 4201 Windsor Place in Des Moines, Iowa.

Terms of Settlement: A complaint having been filed by Complainant against Respondent with the IOCR under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree to settle the above-captioned matter in the following extent and manner:

[1] Initial inquiry determined that YES Ewing Trace, LLC, is solely responsible for ownership and management of the subject property, and that Monica Ospina's employment with Respondent ended on December 17, 2024. As such, YES Management, LLC, and Ospina are dismissed as parties to the instant complaint.

Acknowledgment of Fair Housing Laws

1. Respondent agrees 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. Respondent acknowledges 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. Respondent acknowledges 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 Respondents, and that performance under this Agreement does not constitute an admission of liability or wrongdoing on the part of any person or entity. The parties further agree that the execution of this Agreement does not constitute 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 agree the IOCR may review compliance with this Agreement. As part of such review, Respondents agree the IOCR may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the IOCR.

Disclosure

8. Because, pursuant to Iowa Code § 216.15A(2)(d), the IOCR 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 Respondent, their heirs, executors, assigns, agents, employees, and attorneys with respect to any and all liability, claims, causes of action, damages, injuries, attorneys fees, costs, expenses, or demands of whatever nature, in law or equity, whether presently known or unknown, arising out of or relating to charges which were or could have been filed with the Iowa Office of Civil Rights, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondent 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.

Relief for Complainant

10. Respondents shall approve installation of a black vinyl chain link fence at Complainant's expense, conforming to design mutually agreed upon and filed with IOCR's Compliance Monitor named below. The parties agree to file this design with IOCR within seven (7) days of receipt of a closing letter from IOCR, or within seven (7) days of approval of the design by the parties, whichever occurs later.

11. Complainant shall obtain any necessary permits and arrange for any necessary inspections to ensure the fence meets all applicable municipal code requirements. Complainant shall accept responsibility for any fines or costs imposed as a result of improper installation, or for failing to obtain any necessary permits or obtain any necessary inspections.

12. Complainant agrees to maintain the fence in good condition.

13. Complainant agrees to abide by Respondents' existing Guidelines for Community Living for the subject property related to supervision of children and pets, tenant maintenance responsibilities, and storage of personal property.

14. Complainant agrees to provide YES access to the fenced area in accordance with the terms of his existing lease agreement and applicable Iowa law.

15. Complainant agrees that if the fence needs to be temporarily removed for utility or other repairs or upgrades, he will be responsible for removing and restoring the fence at his cost.

16. Subject to request by Respondents, Complainant agrees to remove the fence at his cost at the end of his tenancy at the subject property.

Policy Review

17. Respondents shall submit their policy and procedure governing requests for accommodation to the IOCR within seven (7) days of receipt of a Closing Letter from the IOCR, and agree to incorporate any revisions the IOCR determines are necessary to comply with Iowa Code Chapter 216.

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

Mathew Gore, Compliance Monitor
Iowa Office of Civil Rights
6200 Park Avenue, Suite 100
Des Moines, Iowa 50321
mathew.gore@iowa.gov
Telephone: 515-725-4101

_____ _____

for YES Ewing Trace, LLC — Date
RESPONDENT

_____ _____

Tyler King — Date
COMPLAINANT

_____ _____

Kristen Stiffler, EXECUTIVE DIRECTOR — Date
IOWA OFFICE OF CIVIL RIGHTS