

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-14-65719

HUD# 07-14-0414-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

JOANNE C. WARREN [TRUSTEE OWNER]

PO Box 469114

Escondido, California 92046-9114

FRANK R. WARREN [TRUSTEE OWNER]

PO Box 469114

Escondido, California 92046-9114

WARREN PROPERTIES, INC. [PROPERTY MGT. CO.]

PO Box 469114

Escondido, California 92046-9114

SHARON SHAW [REGIONAL MANAGER]

Warren Properties Inc.

3500 S.W. 29th St. #29

Topeka, Kansas 66614-2019

MELISSA STOUTD [PROPERTY MANAGER]

Warren Properties Inc.

3000 University Avenue Office

West Des Moines, Iowa 50266-1247

COMPLAINANT

DENISE BLAYLOCK

PO Box 495

Des Moines, Iowa 50318-0495

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against her by failing to make repairs and terminating her tenancy on the basis of race. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement

Agreement. Respondents own or manage the subject property, a 175-unit rental property, located at 3050 University Avenue West Des Moines, Iowa 50265.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter 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 Law

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 Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge that the Federal Fair Housing Act makes it unlawful to discriminate against any person in the terms, conditions, or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, handicap, familial status, national origin. 42 U.S.C. § 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin,

disability, or familial status, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property

or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. Iowa Code § 216.8(1)(b).

Voluntary and Full Settlement

3. 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.

4. 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.

5. 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.

Disclosure

6. 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

7. 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 Posters

8. Within 30 days of the execution of this Settlement Agreement, Respondent agrees to place the federal Fair Housing Poster (English and Spanish) in each property management office and rental property located in Iowa, in a conspicuous location, easily viewable to tenants and prospective tenants. The Fair Housing Posters can be obtained online at:

http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Eng.pdf

http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Sp.pdf

Respondents also agree to send documentation to the Commission, to the attention of Don Grove, Supervisor of Housing Investigations, verifying the fair housing posters have been posted. Respondents agree to send such documentation within ten days of displaying the posters.

Relief for Complainant

9. Respondents agree to pay Complainant the sum of Six Hundred Dollars (\$600.00), less no deductions. Respondents also agree to return Complainant's security deposit in the sum of One Hundred Fifty Dollars (\$150.00), less no deductions. Respondents agree to send the check payable to Complainant in the sum of Seven Hundred Fifty Dollars (\$750.00) to Complainant at the address on page 1 of this Agreement within ten (10) days of receiving a Closing Letter from the Commission. Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Housing Investigations, within fourteen (14) days of receiving a Closing Letter from the Commission.

Respondents also agree to waive any remaining balance owed by Complainant per Respondents' May 1, 2014, (\$646.30) Statement of Deposit Detail for rent and fees. Respondents acknowledge that as of November 26, 2014,

Complainant's tenant ledger reflects a \$0.00 balance.

Respondents agree to resolve any negative credit reports submitted to Equifax, Experian, TransUnion, and any other entity where Complainant's disputed debt has been or could be reported. Upon Respondents receipt of the Closing Letter from the Commission, Respondents agree to immediately CEASE and DESIST all collection efforts regarding Complainant's alleged owed monies (\$646.30). Respondents agree never to pursue the \$646.30 or any other monies believed owed by Complainant to them as a result of her tenancy, in any forum. Respondents hereby waive, release, and covenant not to sue Complainant with respect to any matters related to Complainant's tenancy at the subject property.

for client Joanne C. Warren, RESPONDENT

Date

for client Frank R. Warren, RESPONDENT

Date

for client Warren Properties, Inc., RESPONDENT

Date

for client Sharon Shaw, RESPONDENT

Date

for client Melissa Stoudt, RESPONDENT

Date

Denise Blaylock, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION