

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-17-70052
HUD# 07-17-6250-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

CHRISTINE SUCHAK

2960 Lafayette Avenue
Melbourne, Iowa 50162

MIKE ANDERSON

2960 Lafayette Avenue
Melbourne, Iowa 50162

COMPLAINANT

HEATHER FRAZIER

2025 Stanley Mill Road
Albion, Iowa 50005

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties: Complainant alleges discrimination in the areas of housing and retaliation. She claims, on November 4, 2016, she told Respondent Owner Christine Suchak that their rent check was late because she inadvertently sent it to the wrong address, she also reported that her fiancée was sexually harassed by Respondent Property Manager Mike Anderson on September 6 and 7, 2016. On or about November 14, 2016, Respondents served Complainant and her fiancée with eviction papers. Complainant believes Respondents terminated their tenancy in retaliation for exercising her right to oppose discrimination. Respondents own or manage the subject property, a single-family house, located at 633 West Lincoln Way, Marshalltown, Iowa 50158.

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 her having exercised or enjoyed, or on account of her 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 Poster

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

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FairHousingPosterGeneral.pdf>

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FHPosterGeneralSpanish.pdf>

Respondents also agree to send documentation to the Commission verifying the fair housing posters have been posted within 10 days of displaying the posters.

Relief for Complainant

12. Respondents agree they will not pursue recovery in small claims court or in any other process or proceeding for the \$11,157.67 amount that they allege Complainant owes them for unpaid rent, late fees, utilities, court costs, damages, and cleaning charges.

Within 10 days of receiving a Closing Letter from the Commission, Respondents will send a letter to Complainant and a copy to the Commission verifying that Complainant's Tenant Ledger Report reflects a \$0.00 balance.

13. Within 10 days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant \$500 without any deductions as a return of Complainant's rental deposit. Respondents agree the Settlement Check will be made out to Complainant and mailed to her at the address listed on page one of this Agreement. Complainant agrees she will not pursue recovery of her security deposit or recovery of any personal items or value thereof, in small claims court or in any other process or proceeding.

Respondents also agree to send a copy of the Settlement Check to the Commission, within 10 days of receiving a Closing Letter from the Commission.

Reporting and Record-Keeping

14. Respondents agree to send documentation to the Commission verifying the Fair Housing Posters have been displayed within 10 days of their placement in the management offices, as evidence of compliance with Term 11 of this Agreement.
15. Within 10 days of receiving a Closing Letter from the Commission, Respondents will send a letter to Complainant and a copy to the Commission verifying that Complainant's Tenant Ledger Report reflects a \$0.00 balance, as evidence of compliance with Term 12 of this Agreement.
16. Within 10 days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the Settlement Check to the Commission, as evidence of compliance with Term 13 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).

Christine Suchak, RESPONDENT

Date

Mike Anderson, RESPONDENT

Date

Heather Frazier, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date