

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 02-18-71591
HUD# 07-18-8428-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENT

OTTERNESS INVESTMENTS, LLC
Timber Ridge Apartments
c/o Gary Otterness
17276 Otterness Road
Spring Grove, MN 55974

COMPLAINANT

JUWANDA C. PETTY

and

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

Description of the Parties: Complainant alleges discrimination in the area of housing on the basis of race (African American). Complainant alleges Respondent unjustly accused her of lease violations and subsequently terminated her tenancy due to her race. Respondent owns or manages the subject property, a 48-unit apartment complex, known as Timber Ridge Apartments, located at 410 East Bow Drive, Cherokee, Iowa 51012.

Terms of Settlement: A complaint having been filed by Complainant against Respondent 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. 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).

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).

3. Respondent acknowledges the ICRA makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).

Respondent acknowledges the Fair Housing Act (FHA) makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the of race, color, religion, sex, familial status, or national origin.
42 U.S.C. 3604(a) (§ 804(a) of the FHA).

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. 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. Respondent agrees 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

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, and covenants not to sue Respondent 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 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.

Fair Housing Poster

10. Within thirty (30) of the execution of this Settlement Agreement, Respondent agrees to place the Fair Housing Poster (English and Spanish) at the subject property, 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>

Respondent agrees to send documentation to the Commission verifying the fair housing posters have been posted within ten (10) days of displaying the posters.

Relief for Complainant

11. Within seven days of the date on the Commission's Closing Letter, Respondent agrees to pay Complainant \$400.00 without any deductions, as a full return of her security deposit. Respondent agrees the Settlement Check will be made out to Juwanda Petty and mailed to Sylvia Owens at the Iowa Civil Rights Commission, at the address listed on page one of this Agreement. The ICRC will send the check to Complainant via certified mail.

Respondent also agrees he will not pursue recovery in small claims court or in any other process or proceeding the \$781.00 balance they allege Complainant owes them for back rent, cleaning and fees.

Within seven (7) days of receiving a Closing Letter from the Commission, Respondent will send a letter addressed to Complainant to the Commission, verifying that Complainant's Tenant Ledger Report reflects a \$0.00 balance. The ICRC will forward the Tenant Ledger Report to Complainant via U.S. mail.

Reporting and Record-Keeping

- 12. Respondent shall forward to the Commission objective evidence verifying the fair housing posters have been posted within ten (10) days of displaying the posters, as evidence of compliance with Term 10 of this Agreement.
- 13. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondent will send a letter addressed to Complainant to the Commission verifying Complainant's Tenant Ledger Report reflects a \$0.00 balance, as evidence of compliance with Term 11 of this Agreement.

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

Sylvia Owens
Iowa Civil Rights Commission
Grimes State Office Building
400 East 14th Street,
Des Moines, Iowa 50319
sylvia.owens@iowa.gov
Telephone: 515-281-6434

Otterness Investments, LLC, RESPONDENT

Date

Juwanda C. Petty, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date