

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 03-16-69237
HUD INQUIRY# 512948

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

CASEY COUNSIL-FARRELL

Castlewood Apartments
2130 Emerald Drive Ofc
Davenport, Iowa 52804-1086

DOMINIUM MANAGEMENT SERVICES, LLC

2905 NW Boulevard, Suite 150
Minneapolis, Minnesota 55441-2644

DAVENPORT LEASED HOUSING ASSOCIATES, LLC

2905 NW Boulevard, Suite 150
Minneapolis, Minnesota 55441-2644

COMPLAINANT

ANGEL BROWN

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties

Complainant alleges Respondent Casey Council-Farrell rejected her application to rent an apartment on June 23, 2016, because of her race or sex. Complainant is Caucasian and female. Complainant claims she was notified that her rental application had been rejected because of her criminal record – which dates back to 2007 – even though Council-Farrell had previously told her their criminal background checks only go back five years. Complainant claims she is aware of an African American male who was convicted of a felony just four years ago, but whose rental application was still approved.

Complainant did not know the name of the property manager for Castlewood Apartments at the time the ICRC complaint was filed on July 18, 2016. However, in their written responses to ICRC questionnaires received on August 22, 2016, Respondents stated the

property manager is Casey Council-Farrell. Therefore, the complaint file, including the current settlement agreement, has been updated with the property manager's name.

Respondents deny they have discriminated against Complainant, and maintain Respondent Council-Farrell did not tell Complainant the criminal background check only goes back five years. Respondents also deny they approved the rental application of an African American male who had a criminal record. Respondents own or manage the subject property, a 96-unit apartment complex, located at 2130 Emerald Drive Ofc, Davenport, Iowa 52804-1086.

Terms of Settlement

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (ICRC) 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 lawfully opposing any practice forbidden by the ICRA. Iowa Code § 216.11(2).
2. Respondents acknowledge the ICRA makes it unlawful to refuse 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).

Respondents acknowledge the Fair Housing Act, (FHA) makes it unlawful to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or to otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin.
42 U.S.C. 3604(a).

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 his 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.
6. Respondents agree ICRC may review compliance with this Agreement. And as part of such review, Respondents agree ICRC may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by ICRC.
7. The parties acknowledge, if ICRC or the U.S. Department of Housing and Urban Development (HUD) has reasonable cause to believe that Respondent has breached this Agreement, ICRC 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

8. Because, pursuant to Iowa Code §216.15A(2)(d), ICRC 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 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 agree Casey Council-Farrell and each of Respondents' current employees or agents who are involved in the management or operation of Respondents' Subject Property will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from ICRC. The training will address all aspects of fair housing law, including but not limited to the laws regarding the prohibition of discrimination against prospective tenants and tenants based on sex, sexual

orientation, and familial status. The training shall be conducted by a qualified person, approved by ICRC or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to ICRC, verifying the fair housing training has been completed, within ten (10) days of completing the training.

Relief for Complainant

11. Within seven days of receiving a Closing Letter from ICRC, Respondents agree to:
(1) override the denial of Complainant's rental application; (2) add Complainant's name to the waiting lists for both the two-bedroom and three-bedroom units at Castlewood Apartments in Davenport, Iowa; and (3) determine the chronological placement of Complainant in the waiting list based on the date of her rental application – June 23, 2016.
12. Once Complainant reaches the top of the waiting list for either a two or three-bedroom unit, Respondents agree to complete her background verification and screening in the same manner as all other rental applicants, without regard to any of the protected class characteristics protected by the ICRA and FHA. The criminal records that were a basis for a denial in the application of June 2016 will not be considered, but any new criminal record will be considered in the same manner as other applicants

Respondents agree to send an email or other written communication to Complainant no later than seven days from the date that Complainant reaches the top of the waiting list for either a two-bedroom or three-bedroom unit.

Within seven days of completing Complainant's background screening, Respondents agree to send an email or other written communication to Complainant indicating whether they accepted or rejected Complainant's rental application. If rejected, Respondents agree to include their reasons for their rejection decision in their email or other written communication to Complainant.

13. If it becomes necessary for Complainant to move into a unit at Castlewood Apartments any time between the first and last day of a calendar month, Respondents agree to prorate, on a per-day basis, the amount of the first month's rent that Complainant will be required to pay for her first calendar month.

If Complainant's rental application is approved, Respondents agree to send an email or other written communication to Complainant in the normal course with information on the move-in date for Complainant. If the move-in date is after the first day of the month, Respondents agree to include information regarding how much rent Complainant is being assessed for that partial month.

14. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without discrimination or retaliation. Complainant agrees to follow the terms of her lease agreement and all Respondents' rules and regulations.

Reporting

15. Respondents shall forward to ICRC the documentation required in Term 10 within the specified timeframes to the address below. Complainant's current email address is angelbrown213@gmail.com. Complainant will keep the Subject Property and Respondent up to date on any change in her email address and any current phone number and mailing address.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations
Grimes State Office Building
400 East 14th Street,
Des Moines, Iowa 50319

[Please see next page for the signature page]

Casey Counsil-Farrell, RESPONDENT

Date

Dominium Management Services, LLC, RESPONDENT

Date

Davenport Leased Housing Associates, LLC, RESPONDENT

Date

Angel Brown, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date