

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 03-21-76298
HUD# 07-21-6861-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

WAVERLY HISTORIC LOFTS, LLC
6800 W 64th St, Ste 101
Overland Park, KS 66202-4179

COHEN-ESREY, LLC
8500 Shawnee Mission Pkwy, Ste 150
Mission, KS 66202-2958

JON TYLER MILLER
Waverly Historic Lofts
201 1st St SE OFC
Waverly, IA 50677-3303

COMPLAINANT

HANNAH HAYES
100 4th St SW, Apt 402
Mason City, IA 50401-3860

and

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

Description of the Parties: Complainant is female and alleges that she was harassed by the property manager of her apartment complex. The subject property is a multi-unit apartment complex located at 201 1st St SE, Waverly, IA 50677.

Terms of Settlement: A complaint having been filed by Complainant against Respondents 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. Respondents Waverly Historic Lofts, LLC and Cohen-Esrey, LLC agree there shall be no discrimination, harassment, or retaliation of any kind against Complainants 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. Respondents Waverly Historic Lofts, LLC and Cohen-Esrey, LLC 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).
3. Respondents Waverly Historic Lofts, LLC and Cohen-Esrey, LLC acknowledge 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. Nor is the execution of this Agreement 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 Waverly Historic Lofts, LLC and Cohen-Esrey, LLC agree 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 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 Waverly Historic Lofts, LLC and Cohen-Esrey, LLC will require training on the requirements of State and Federal Fair Housing Laws within 30 days of their receipt of a Closing Letter from the Commission for those persons in charge of management or operation of the residential property located at 201 1st St SE, Waverly, IA 50677. Respondents Waverly Historic Lofts, LLC and Cohen-Esrey, LLC agree new employees or agents who are involved in the management or operation of the property located at 201 1st St SE, Waverly, IA 50677 hired within one year of the date of the Commission's Closing Letter will receive training on the requirements of State and Federal Fair Housing Laws within 30 days of their date of hire or elected appointment. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. This includes a HUD produced video titled "The Basics of the Fair Housing Act" which can be accessed via YouTube at <https://www.youtube.com/watch?v=egXPe7HT7tc>.

Relief for Complainant

11. Respondents Waverly Historic Lofts, LLC and Cohen-Esrey, LLC agree to forfeit any claim for costs associated with Complainant's termination of her lease, including unpaid rent, cleaning or trash fees, or insufficient notice of termination fees.
12. Respondents Waverly Historic Lofts, LLC and Cohen-Esrey, LLC agree to return Complainant's \$200 deposit to her by sending a check made out to Hannah Hayes and sent to her at the address listed on page one of this Agreement within seven (7) days of the date of the Closure Letter.

Reporting and Record-Keeping

13. Respondents Waverly Historic Lofts, LLC and Cohen-Esrey, LLC shall forward to the Commission objective evidence of the successful completion of fair housing training in the form of a Certificate or a letter from the entity conducting the training or signed sworn statement from Respondent stating the time and location of their training and the entity that conducted the training, as evidence of compliance with Term 12 of this Agreement within ten (10) days of the completion of the training.

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

Amy Quail
Iowa Civil Rights Commission
Grimes State Office Building
400 East 14th Street
Des Moines, Iowa 50319
Amy.quail@iowa.gov
Telephone: 515-725-1082

WAVERLY HISTORIC LOFTS, LLC,
RESPONDENT

Date,

COHEN-ESREY, LLC
RESPONDENT

Date

JON TYLER MILLER
RESPONDENT

Date

HANNAH HAYES, COMPLAINANT

Date

CHARLES HILL, INTERIM EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date