

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 06-16-69171
HUD# 07-16-4465-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

ERIC MUELLER
3364 Hibiscus Lane
Dubuque, Iowa 52001

E. MUELLER SALES, LLC
3364 Hibiscus Lane
Dubuque, Iowa 52001

COMPLAINANT

CHRISTMAS T. BLOUNT
95 Milwaukee Street
Dubuque, Iowa 52001

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). She alleges Respondents failed to make timely repairs to her rental unit even after the Dubuque Housing Authority issued failed inspection reports that required Respondents to make repairs to the front door, kitchen, and bathroom. She alleges Respondents make timely repairs to the rental units of her Caucasian neighbors. The subject property is a duplex, located at 95 Milwaukee Street, Dubuque, Iowa 52001.

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).

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.
6. 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.
7. 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

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 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

10. Within thirty (30) of the execution of this Agreement, Respondents agree to place the Fair Housing Poster (English and Spanish) in their property management office, in conspicuous locations, 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/2015/2015FHPPosterGeneralSpanish.pdf>

Respondents also agree to send documentation to the Commission, verifying the Fair Housing Posters have been posted, within ten (10) days of their placement in the management offices.

Relief for Complainant

11. Complainant will pay her share of September rent on September 9, 2016 in cash or by certified check. Respondents agree to return \$500 of Complainant's \$750 deposit to Complainant on Friday, September 9, 2016. The parties agree, on September 9, 2016, Complainant will pay her September rent first and then pick up a check made payable to "Christmas Blount" for \$500 at the law office of Ben Roth, Roth Law Office, P.C., 1400 University Avenue, Suite D, Dubuque, IA 52001. Respondents agree to send a copy of the check to the Commission on/before September 16, 2016.

12. Complainant agrees to vacate the subject apartment on October 1, 2016. Respondents agree to release Complainant from the terms of her rental agreement effective October 1, 2016. Respondents agree to waive Complainant's rent balance owed for October and November 2016. Respondents agree to consider Complainant's departure as a mutually agreed-upon termination of tenancy. Respondents agree not to seek any monies or fees from Complainant for terminating her rental agreement early.

Complainant agrees to follow the provisions of Iowa Code §562A.19 regarding Respondents' right to access her rental unit to make repairs or show the unit to prospective tenants. Respondents will give Complainant at least 24 hours' written notice via text to her cell phone at 779-279-2326. Complainant requests Respondents access her apartment after 3 PM when she is home from work. In addition, Complainant agrees to keep the utilities at the subject property in her name until she completely vacates the duplex.

Once Complainant has vacated her rental unit, Respondents agree to do a check-out of her unit with Complainant present (and her representative present at a date and time agreed upon by all parties) to confirm that the unit has been turned over to Respondents in the same condition as when Complainant moved in, normal wear and tear excepted. Complainant agrees to provide Respondents her forwarding address in writing during the check-out of her rental unit and via text.

Respondents agree Complainant will not be held financially responsible for needed repairs to the front door, kitchen, or bathroom that were addressed in the August 11, 2016 failed inspection report issued by the Dubuque Housing Agency.

Respondents agree to follow the provisions of Iowa Code §562A.12 regarding the disposition of Complainant's remaining \$250 security deposit balance tendered to them pursuant to the lease agreement. Complainant agrees Respondents will withhold monies from the remaining \$250 balance to repair the exterior siding addressed in a failed inspection report issued by the Dubuque Housing Agency.

Any additional cleaning or damage charges will be deducted from Complainant's \$250 security deposit balance. If there are no additional cleaning or damage issues, Respondents agree to refund any remaining balance of Complainant's \$250 security deposit to her by October 7, 2016. Respondents agree to submit a written report to the Commission on or before October 7, 2016, detailing any charges for cleaning or damage to the subject property that were deducted from the remaining \$250 security deposit.

Reporting and Record-Keeping

13. Respondents also agree to send documentation to the Commission, verifying the Fair Housing Posters have been posted, within ten (10) days of their placement in the management offices, as evidence of compliance with Term 10 of this Agreement.

14. On or before September 16, 2016, Respondents agree to send a copy of the \$500 check payable to Christmas Blount to the Commission, as evidence of compliance with Term 11 of this Agreement.
15. Respondents agree to submit a written report to the Commission on or before October 7, 2016, detailing any charges for cleaning or damage to the subject property that were deducted from Complainant's remaining \$250 security deposit, as evidence of compliance with Term 12 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove
 Iowa Civil Rights Commission
 Grimes State Office Building
 400 East 14th Street
 Des Moines, Iowa 50319

Eric Mueller, RESPONDENT	Date
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E. Mueller Sales, LLC, RESPONDENT	Date
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Christmas T. Blount, COMPLAINANT	Date
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Kristin H. Johnson, DIRECTOR IOWA CIVIL RIGHTS COMMISSION	Date
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