

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-17-70729
HUD# 07-17-7489-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

LA NINA, LLC
9711 N. Valley Hill Drive
Mequon, Wisconsin 53092

ACE PROPERTIES RENTAL
2338C Cumberland Square Drive
Bettendorf, Iowa 52722

STEVE HENSON
2338C Cumberland Square Drive
Bettendorf, Iowa 52722

COMPLAINANTS

ROGER VAN DYNE AND PATRICIA VAN DYNE
2756 East 53rd Street Apt. 7
Davenport, Iowa 52807

and

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

Description of the Parties: Complainants allege discrimination in the area of housing on the basis of retaliation. Complainants believe Respondents refused to renew their lease in retaliation for exercising their right to file a disability discrimination complaint against Respondents on April 24, 2017. Respondents own or manage the subject property, a 28-unit apartment complex located at 932 State Street, Bettendorf, Iowa 52722.

A complaint having been filed by Complainants 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 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 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 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 his having exercised or enjoyed, or on account of his 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. 3618.

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 Complainants 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 agree the Commission may review compliance with this Agreement. And as part of such review, Respondents 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.

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. Complainants hereby waive, release, and covenant 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. Complainants agree 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, Respondents agree to place the Fair Housing Poster (English and Spanish) in the property management office located at 932 State Street, Bettendorf, Iowa 52722, 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 ten (10) days of displaying the posters.

Relief for Complainants

11. Within seven days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainants the sum of \$925.00 without any deductions (\$525 of the \$925 settlement will be considered a return of Complainants' security deposit and \$400 of the \$925 settlement is designated to replace Complainants' damaged air conditioner). Respondents agree the Settlement Check will be made out to Roger and Patricia Van Dyne and will be mailed to Natalie Burnham at the Iowa Civil Rights Commission, at the address listed on page one of this Agreement. Ms. Burnham will send the check to Complainants via certified mail.

Complainants agree they will not file a claim in small claims court or in any other process or proceeding to seek the return of their security deposit, reimbursement for their damaged air conditioner or for any other damages related to their tenancy at the subject property.

Reporting and Record-Keeping

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

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

Natalie Burnham
Iowa Civil Rights Commission
Grimes State Office Building
400 East 14th Street,
Des Moines, Iowa 50319
Natalie.Burnham@iowa.gov

La Nina, LLC, RESPONDENT Date

Ace Properties Rental, RESPONDENT Date

Steve Henson, RESPONDENT Date

Roger Van Dyne, COMPLAINANT Date

Patricia Van Dyne, COMPLAINANT Date

Kristin H. Johnson, DIRECTOR Date
IOWA CIVIL RIGHTS COMMISSION