

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 8-16-69454  
HUD# 07-17-5075-8

## **PARTIES TO THE SETTLEMENT AGREEMENT**

### **RESPONDENTS**

#### **HUMILITY OF MARY SHELTER, INC.**

820 West Central Park Avenue  
Davenport, Iowa 52804

#### **JASMIN CAMPBELL**

Humility of Mary Shelter, Inc.  
820 West Central Park Avenue  
Davenport, Iowa 52804

### **COMPLAINANT**

#### **SARAH GILLAND**

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 sex. Complainant claims Respondents, on July 12, 2016, evicted her from their shelter for failing to remove a baseball cap that featured a confederate flag, but did not evict two males who displayed confederate flags on their clothing or vehicles. Respondents own or manage the subject property, a 60-bed shelter, located at 1016 West 5<sup>th</sup> Street, Davenport, Iowa 52802.

#### 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. 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.
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, 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) days of the execution of this Agreement, Respondents agree to place the Fair Housing Poster (English and Spanish) in each of their property management offices, 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. Within seven days of receiving a Closing Letter from the Commission, Respondent agrees to pay Complainant the sum of \$1,000.00 without any deductions. Respondent agrees the Settlement Check will be made out to Sarah Gilland and will be mailed to Natalie Burnham at the Commission, at the address listed on page one of this Agreement. Ms. Burnham will send the Settlement Check to Complainant.

