

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 08-17-70938
HUD# 07-18-7730-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

TIM FRASER
3855 Locust Ridge Road NE
North Liberty, Iowa 52317

MWACR PROPERTY MANAGEMENT
3855 Locust Ridge Road NE
North Liberty, Iowa 52317

808 ON 5TH, LLC
The Lodge
3855 Locust Ridge Road NE
North Liberty, Iowa 52317

COMPLAINANT

XI ZHANG

and

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

Description of the Parties: Complainant alleged Respondents failed to return her full security deposit and alleges American tenants and male tenants were treated better based on race, national origin and/or sex. Complainant also alleged Respondents canceled her new lease agreement and made the subject property unavailable to her due to her race, national origin and/or sex. Respondents deny discriminating against Complainant, but agree to settle this complaint by entering into this Predetermination Settlement Agreement (hereinafter “Agreement”). Respondents own or manage the subject property, a 240-unit apartment complex, known as 808 on Fifth, located at 808 5th Street, Coralville, Iowa 52241.

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 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); 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).

Respondents 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 FHA).

3. Respondents acknowledge the ICRA makes it unlawful 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), as amended, makes it unlawful 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 of race, color, religion, sex, familial status, national origin, or disability. 42 U.S.C. 3604(a), 3604(f)(1) (§ 804of the FHA).

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 her 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. 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) of the execution of this Settlement Agreement, Respondents agree to place the Fair Housing Poster (English and Spanish) at the subject property, 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 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 Complainant

11. Within seven days of the date on the Commission's Closing Letter, Respondents agree to pay Complainant \$237.97 without any deductions, as reimbursement for monies withheld from her security deposit. Respondents agree the Settlement Check will be made out to Xi Zhang and mailed to Sylvia Owens at the Iowa Civil Rights Commission, at the address listed on page one of this Agreement. The ICRC will send the check to Complainant via certified mail.

Respondents agree they will not pursue recovery in small claims court or in any other process or proceeding any monies they allege Complainant owes them for alleged damages, cleaning charges or rent. Complainant agrees she will not pursue recovery of her full security deposit.

Within seven (7) days of receiving a Closing Letter from the Commission, Respondents will send a letter addressed to Complainant to the Commission, verifying that Complainant's Tenant Ledger Report reflects a \$0.00 balance. The ICRC will forward the Tenant Ledger Report to Complainant via U.S. mail.

Reporting and Record-Keeping

- 12. Respondents shall forward to the Commission objective evidence verifying the fair housing posters have been posted within ten (10) days of displaying the posters, 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:

Sylvia Owens, Iowa Civil Rights Commission
Grimes State Office Building
400 East 14th Street,
Des Moines, Iowa 50319
sylvia.owens@iowa.gov

_____ Tim Fraser, RESPONDENT	_____ Date
_____ MWACR Property Management, RESPONDENT	_____ Date
_____ 808 On 5 th , LLC, RESPONDENT	_____ Date
_____ Xi Zhang, COMPLAINANT	_____ Date
_____ Kristin H. Johnson, DIRECTOR IOWA CIVIL RIGHTS COMMISSION	_____ Date