

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-17-71033
HUD# 07-18-7875-8-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

ERIKA WILSON
Asset Campus Housing
1717 South Grand Avenue - Office
Ames, Iowa 50010

CB AT AMES, LLC
Asset Campus Housing
950 Corbindale Road Suite 300
Houston, Texas 77024

ASSET CAMPUS HOUSING
1717 South Grand Avenue - Office
Ames, Iowa 50010

COMPLAINANT

TIANLING XU

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 based on race (Asian) and national origin (Chinese). Complainant alleges Respondents forced him and his girlfriend to vacate the rental unit they had been assigned so that Caucasian tenants could relocate to their unit. As a result, Complainant alleges Respondents tried to force them to relocate to the rental unit the Caucasian tenants had rejected because they found it dirty and damaged. Complainant alleges American and non-Asian tenants are treated better by Respondents due to race, and/or national origin. Respondents deny that they discriminated against Complainant because of his race or national origin. Respondents own or manage the subject property, a 600-unit townhome community, known as Copper Beech Ames, located at 714 Sand Castle Drive, Ames, Iowa 50010.

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 the Fair Housing Act (FHA) makes it unlawful to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(a) (§ 804(a) of the Fair Housing Act).

Voluntary and Full Settlement

3. 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.
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 his 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 Terms 9-12 of 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

7. 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

8. 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

9. Respondents agree Erika Wilson will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will include an overview of fair housing law, but will emphasize the law regarding the prohibition of discrimination based on race and national origin. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission verifying the fair housing training has been completed within ten (10) days of completing the training.

Relief for Complainant

10. Within seven days of the date on the Commission's Closing Letter, Respondents agree to pay Complainant \$1,608.15 without any deductions. Respondents agree the Settlement Check will be made out to Tianling Xu and 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 Complainant via certified mail.

Respondents agree to consider Complainant's departure as a mutually agreed-upon termination of tenancy. Respondents agree that Complainant will remain released from the terms of his rental agreement—meaning his account has a \$0.00 ledger balance—and therefore Respondents will not seek any additional monies from Complainant for terminating the rental agreement before its expiration date. Complainant agrees he will not

pursue recovery of any monies he paid Respondents, including his security deposit, pet deposit, cancellation fee, or first month's rent, or any other damages from Respondents.

Reporting and Record-Keeping

- 11. Respondents 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 within ten (10) days of the completion of the training, as evidence of compliance with Term 9 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

Erika Wilson, RESPONDENT _____
Date

CB At Ames, LLC, RESPONDENT _____
Date

Asset Campus Housing, RESPONDENT _____
Date

Tianling Xu, COMPLAINANT _____
Date

Kristin H. Johnson, DIRECTOR _____
Date
IOWA CIVIL RIGHTS COMMISSION