

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 10-16-69639
HUD# 07-17-5528-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

JAMES HAMM
1131 3RD Avenue – Office
Iowa City, Iowa 52240

WILLIAM and NELDA WITTIG
2286 East Grantview Drive
Coralville, Iowa 52241

COMPLAINANT

BRENDA LARSON

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 (Black). Complainant claims Respondents failed to take prompt action to correct and end race-based harassment by another tenant. Complainant alleges Respondents' inaction interfered with her right to discrimination-free housing. Complainant further alleges Respondent James Hamm failed to install a new door for her, but installed new carpet and new doors for a Caucasian tenant. Complainant alleges she has been treated differently in the terms and conditions of rental based on race. Respondents own and manage the subject property, a 17-bedroom rooming house, located at 1131 3rd Avenue, Iowa City, Iowa 52240.

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 agree the ICRC 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 § 216.11A.

Respondents agree the Fair Housing Act (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 803, 804, 805, or 806 of this title. 42 U.S.C. 3618.

3. 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

4. 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.
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.
8. 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

9. 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

10. 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

11. Within thirty (30) 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

12. Respondents agree to dismiss all claims against Complainant for \$750 owed in back rent, \$460 owed in alleged cleaning and damages to the subject apartment, \$150 owed in late charges, and any other fees or extra charges.

Respondents agree not to pursue recovery in small claims court or in any other process or proceeding for any or the entire amount, \$1,360.00, they claim Complainant owes them for back rent, late fees, cleaning, or repairing the damage to the subject rental dwelling.

Complainant agrees not to pursue recovery of her \$350 rental deposit in small claims court or in any other process or proceeding.

Respondents agree and acknowledge that upon executing this Agreement, Complainant's current account statement will reflect a \$0.00 balance.

Within seven days (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 Commission will then send a copy of the letter to Complainant.

Reporting and Record-Keeping

13. 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 offices, as evidence of compliance with Term 11 of this Agreement.
14. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents will send a letter addressed to Complainant to the Commission verifying Complainant's Tenant Ledger Report reflects a \$0.00 balance, as evidence of compliance with Term 12 of this Agreement.

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

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

Signatures on the Following Page (page 5)

James Hamm, RESPONDENT

Date

William Wittig, RESPONDENT

Date

Nelda Wittig, RESPONDENT

Date

Brenda Larson, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date