

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 10-16-69646
HUD# 07-17-5609-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

MORRIS & ASSOCIATES PROPERTIES, LLC

Edwin E. Morris
3824 Lincoln Place Drive
Des Moines, Iowa 50312

SHELLY BAKER

Morris & Associates Properties, LLC
3824 Lincoln Place Drive
Des Moines, Iowa 50312

COMPLAINANT

WYNETTA ROBINSON

c/o Anna McDonald
5601 SW 9th Street Apartment 304
Des Moines, Iowa 50315

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties: Complainant alleges discrimination in the areas of housing and retaliation. She claims, in May 2016, she requested a transfer to a lower level unit as a reasonable accommodation for her disability. On August 31, Respondents served Complainant with a 30-day notice of termination of tenancy. Complainant believes Respondents terminated her tenancy in retaliation for exercising her right to request a reasonable accommodation. Respondents own or manage the subject property, a nine-unit apartment complex, located at 625 Irving Street, Des Moines, Iowa 50315.

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).

3. Respondents acknowledge the Fair Housing Act (FHA) and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider’s operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).
4. 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 her having exercised or enjoyed, or on account of her 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. 3617.

5. Respondents acknowledge the ICRA makes it unlawful to discriminate or retaliate against another person in any of the rights protected against discrimination by this chapter because such person has lawfully opposed any practice forbidden under this chapter, obeys the provisions of this chapter, or has filed a complaint, testified, or assisted in any proceeding under this chapter. Iowa Code § 216.11(2).

Voluntary and Full Settlement

6. 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.
7. 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.
8. 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.
9. The parties agree the Commission may review compliance with this Agreement. And as part of such review, the parties 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.
10. 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

11. 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

12. 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 including the Dubuque Human Rights Commission, 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

13. Respondents' attorney provided information to the Commission that they sold the subject property and effective February 6, 2017, Respondents no longer own or manage rental properties. Respondents agree each of Respondents' employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of purchasing and/or managing rental properties in the future. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability. 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

14. Within ten days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant \$350 without any deductions as a return of Complainant's rental deposit. Respondents agree the Settlement Check will be made out to Complainant and mailed to: Anna McDonald, 5601 SW 9th Street Apartment 304, Des Moines, Iowa 50315. Complainant agrees she will not pursue recovery of her security deposit in small claims court or in any other process or proceeding.

Respondents also agree to send a copy of the Settlement Check to the Commission within ten (10) days of receiving a Closing Letter from the Commission.

15. Within ten (10) days of receiving a Closing Letter from the Commission, Respondents will send a letter to Complainant and a copy to the Commission verifying that Complainant's Tenant Ledger Report reflects a \$0.00 balance.

Reporting and Record-Keeping

16. 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 13 of this Agreement.
17. Respondents agree to send a copy of the Settlement Check to the Commission within ten (10) days of receiving a Closing Letter from the Commission, as evidence of compliance with Term 14 of this Agreement.
18. Within ten days (10) days of receiving a Closing Letter from the Commission, Respondents will send a copy of the letter sent to Complainant to the Commission, verifying Complainant's Tenant Ledger Report reflects a \$0.00 balance, as evidence of compliance with Term 15 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

Morris & Associates Properties, LLC, RESPONDENT

Date

Shelly Baker, RESPONDENT

Date

Wynetta Robinson, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date