

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 10-17-71106
HUD# 07-18-7728-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

ASHBROOKE IOWA PARTNERS, LLC
c/o Harry Bookey
400 Locust Street Suite 790
Des Moines, Iowa 50309

BH MANAGEMENT SERVICES, LLC
400 Locust Street Suite 790
Des Moines, Iowa 50309

ABBY ALEXANDER
415 NE Delaware Avenue - Office
Ankeny, Iowa 50021

COMPLAINANT

RODERICK SEYMOUR

and

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

Description of the Parties: Complainant alleged Respondents refused to process their Section 8 paperwork and subsequently tried to evict them due to their race (African American) and/or his disability. Complainant also alleged Respondent tried to steer him and his mother from an affordable, well-maintained apartment to a run-down, less desirable property due to their race and/or his disability. Respondents deny discriminating against Complainant and his mother, but agree to settle this complaint by entering into this Predetermination Settlement Agreement (hereinafter "Agreement"). Respondents own or manage the subject property, a 196-unit apartment complex, known as Ashbrooke Apartments, located at 357 NE Delaware Avenue, Ankeny, Iowa 50021.

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 Fair Housing Act).

3. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person 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 a disability. 42 U.S.C. 3604(f)(2)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).

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 his 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, Complainant agrees to pay Respondents \$554.72 per Case: 05771 SCSC605634 (POLK) if the judgment has not previously been paid by Jacquelyn Seymour. Respondents agree they will accept the \$554.72 as full payment and will not pursue recovery in small claims court or in any other process or proceeding any additional monies they allege Complainant owes them for alleged damages, cleaning charges, rent, interest or fees. Complainant agrees he will not pursue recovery of his security deposit.

Complainant agrees he or Jacquelyn Seymour will contact Respondents' attorney, Michele L. Brott at the Davis Brown Law Firm, via telephone at 515-288-2500 and will provide Jacquelyn Seymour's debit card information to Ms. Brott. Within one business day of receiving this information, Ms. Brott will relay it to Respondent BH Management Services,

LLC who will process the \$554.72 transaction within one business day and will email a receipt during the same business day as the payment is processed to Sylvia Owens, Compliance Monitor at the Commission at Sylvia.Owens@iowa.gov. Ms. Owens will email a copy of the receipt to Complainant.

Within seven days of receiving Complainant or Jacquelyn Seymour's payment, and after it clears, Respondents agree to sign, notarize and submit Form 3:23: "Release and Satisfaction of Judgment (Attachment 2)" to the Polk County Clerk of Court detailing that the judgment has been satisfied in full, including interest and court costs and that Complainant is released from any further obligation on the judgment.

Respondents also agree to send a copy of the notarized Release and Satisfaction of Judgment to the Commission, within seven (7) days of submitting Form 3:23 to the Polk County Clerk of Court. Respondents will also provide documentation to the Commission detailing the date the Release and Satisfaction of Judgment was filed with the Polk County Clerk of Court. The Commission will forward a copy of the notarized Release and Satisfaction of Judgment to Complainant.

Within seven days of receiving Complainant or Jacquelyn Seymour's payment and after it clears, Respondents also agree they will report Complainant has a zero balance to its collection agency, IQ Data International who reports to the three credit bureaus. Respondents will also provide documentation to the Commission detailing the date the zero balance was reported to each credit reporting company and will provide a copy of each written response Respondents receive from each credit reporting company, after reporting the zero balance. The Commission will forward copies of the documentation to Complainant.

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.
13. Respondents will process Complainant or Jacquelyn Seymour's \$554.72 transaction within one business day of receipt of the debit card information from Ms. Brott and Respondents will email a receipt during the same business day as the payment is processed to Sylvia Owens, Compliance Monitor at the Commission at Sylvia.Owens@iowa.gov. Ms. Owens will email a copy of the receipt to Complainant.
14. Within seven days of receiving Complainant or Jacquelyn Seymour's payment, and after it clears, Respondents will provide documentation to the Commission detailing the date the Release and Satisfaction of Judgment was filed with the Polk County Clerk of Court, as evidence of compliance with Term 11 of this Agreement.
15. Within seven days of receiving Complainant or Jacquelyn Seymour's payment, and after it clears, Respondents will provide documentation to the Commission detailing the date the

zero balance was reported to IQ Data International. In addition, Respondents will provide a copy of each written response Respondents receive from each credit reporting company, after reporting the zero balance, as evidence of compliance with Term 11 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

_____ Ashbrooke Iowa Partners, LLC, RESPONDENT	_____ Date
_____ BH Management Services, LLC, RESPONDENT	_____ Date
_____ Abby Alexander, RESPONDENT	_____ Date
_____ Roderick Seymour, COMPLAINANT	_____ Date
_____ Kristin H. Johnson, DIRECTOR IOWA CIVIL RIGHTS COMMISSION	_____ Date