

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-16-69937
HUD# 07-17-5766-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENT

SOUTHDALE TERRACE ASSOCIATION

P.O. Box 107
Ames, IA 50010-0107

COMPLAINANTS

LUDMILA RIZSHSKY AND ALEXEI YAKOBSON

3334 Southdale Drive
Ames, IA 50010-8431

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties:

Complainant Ludmila Rizshsky and her spouse, Complainant Alexei Yakobson, are Russian. Complainants allege Respondent subjected them to different terms and conditions of tenancy based on national origin by refusing to address maintenance issues. Respondent denies having discriminated against Complainants, but agrees to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondent is responsible for particular types of maintenance that is required on the townhomes of its members. Complainants are both members of the Association.

Terms of Settlement:

A complaint having been filed by Complainants against Respondent 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. Respondent agrees there shall be no discrimination, harassment, or retaliation of any kind against Complainants 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. Respondent acknowledges 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).
3. Respondent acknowledges the Fair Housing Act (FHA) 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, or national origin.
42 U.S.C. 3604(f)(1)(a) (§ 804(f)(1) of the Fair Housing Act).
4. Respondent acknowledges 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).
5. Respondent acknowledges the 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 3603, 3604, 3605, or 3606 of this title. 42 U.S.C. 3617.

Voluntary and Full Settlement

6. 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.
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 Complainants that any claims asserted in their 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. Respondent agrees the Commission may review compliance with this Agreement. And as part of such review, Respondent agrees 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 Respondent has 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. Complainants hereby waive, release, and covenant not to sue Respondent 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 Respondent of the promises and representations contained herein. Complainants agree 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 Successfully Conciliated.

Fair Housing Training

13. Respondents agree each individual responsible for performing, deciding or responding to maintenance requests, including but not limited to voting Board Members, will receive training on the requirements of the Fair Housing Act within ninety (90) days of the signing of this agreement and thereafter on an annual basis for three years. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Relief for Complainants

14. Within seven days of receiving a Closing Letter from the Commission, Respondent agrees to pay Complainants \$2,800 without any deductions. Complainants shall be fully liable for any taxes associated with the settlement amount.

Respondent agrees the Settlement Check will be made out to Complainants and will be mailed to the Commission to the attention of Natalie Burnham, Iowa Civil Rights Commission, 400 East 14th Street, Des Moines, Iowa 50319. The Commission will promptly send the settlement check to Complainants via certified mail.

Reporting and Record-Keeping

- 15. Within thirty (30) days after taking the training, Respondent shall provide to the Commission the training outlines and any materials distributed by the trainers as well as documents confirming the attendance of individuals responsible for taking the training under paragraph 13.

All required documentation of compliance must be submitted to:

Natalie Burnham
Grimes State Office Building
400 East 14th Street
Des Moines, Iowa 50319

John Dirks, RESPONDENT’S REPRESENTATIVE

Date

Ludmila Rizshsky, COMPLAINANT

Date

Alexei Yakobson, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date