

PARTIES TO THE SETTLEMENT AGREEMENT

CP# 12-17-71439
HUD# 07-18-8228-8

RESPONDENTS

SOUTHERN KNOLLS, LLC
2769 86TH Street
Urbandale, Iowa 50322

METRO PROPERTY MANAGEMENT
DBA Metro Realty Group, Inc.
2769 86TH Street
Urbandale, Iowa 50322

MICHAEL BOGE
Metro Property Management
2769 86TH Street
Urbandale, Iowa 50322

BELINDA DIAZ
Metro Property Management
2769 86TH Street
Urbandale, Iowa 50322

COMPLAINANT

RANAE NOBLE

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 bases of disability and race (Caucasian). Complainant alleges Respondents failed to take reasonable action to stop other tenants' race-based and disability-based harassment against her.

Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. The subject property is a 162-unit apartment complex, known as Cedar Crest Apartments, located at 3722 SE 14th Street, Des Moines, Iowa 50320.

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 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 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.

4. 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

5. 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.
6. 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.
7. 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.

8. 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

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 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

12. Within seven days of receiving a Closing Letter from the Commission, Respondents agree their maintenance employee, Manny, will install new locks on Complainant's exterior door. Manny will text Complainant and set up a date and time to install the new locks that is convenient for Manny and Complainant. Manny will also text Complainant when he arrives at her apartment to install the locks. Complainant will be responsible for purchasing the locks and she will be responsible for keeping all keys for the new locks, unless she opts to bring a key to Mr. Boge at the corporate office for safekeeping. In addition, should Complainant misplace or lose the keys, and she opted not to give Mr. Boge a key, Complainant will be responsible for hiring a locksmith, replacing the locks and for any damage to the door.

On April 4, 2017, Mike Boge and Manny met with Complainant at the subject property to inspect her maintenance concerns and agreed to make necessary repairs.

All of Complainant's future maintenance repair requests will be made in writing to Respondents and they will respond in a professional timely manner. Manny will be the first maintenance employee

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date