

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-11-61191

HUD# 07-11-0754-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

DJA PARTNERS, LC

547 Merritt Avenue

Oakland, CA 94610

METRO REALTY PROPERTY MANAGEMENT

2175 NW 86th Street Suite 12

Clive, Iowa 50325

COMPLAINANT

MARY CHAPMAN

Commissioner

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant is a member of the Iowa Civil Rights Commission. Respondents advertised the subject unit on Craigslist on March 30 and July 14, 2011. Complainant alleged Respondents' discriminated on the basis of sex by advertising, "Perfect for bachelor," indicating females are not welcome or solicited as tenants. Respondents own or manage the subject property, 17-unit apartment complex, at 2525 Clarkson Avenue, Des Moines, Iowa 50310.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter 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 Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against any person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents agree not 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 that dwelling on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.

3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to directly or indirectly advertise, or in any other manner indicate or publicize that the purchase, rental, lease, assignment, or sublease of any real property or housing accommodation or any part, portion, or interest therein, by persons of any particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status is unwelcome, objectionable, not acceptable, or not solicited. 42 U.S.C. 3604(c); Iowa Code

§§ 216.8(1)(c)

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 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.

Disclosure

8. Respondents agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

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 Training

10. Respondents agree each of their employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of the Fair Housing Act within ninety (90) days of their start date for the two-year period, September 1, 2011 through September 1, 2013. The training will address all aspects of fair housing law, but will emphasize the law regarding the prohibition discriminatory advertising. 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, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of each employee completing the training.

Fair Housing Poster and Logo

11. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants. Respondents also agree to send documentation to the Commission, verifying the posters have been placed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

12. Respondents agree to include the Fair Housing Logo in all future advertising for the subject property located at 2525 Clarkson Avenue, Des Moines, Iowa 50310 in newspapers where the advertisement is more than two square inches, and in all pamphlets, brochures, and other promotional literature, and on any internet website including Craigslist.

Respondents also agree to send a copy of their first advertisement with the fair housing logo to the Commission to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of publishing the advertisement.

Demographics

13. On an annual basis for the next two years, Respondents agree to provide a "snapshot" of their tenants at 2525 Clarkson Avenue, Des Moines, Iowa 50310 by sex/gender.

On or before October 1, 2011, and October 1, 2012, Respondents agree to provide a snapshot of their tenants as of September 1, 2011, and September 1, 2012. Each snapshot shall include: (1) the number of occupied units; (2) the sex/gender of each tenant; and (3) contact information (name, address, and telephone number) for each tenant.

Future Advertising

14. Respondents agree they will only market the attributes of their rental properties and not reference a preferred type of tenant(s). Respondents agree all future advertising in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website will no longer state a preference for any particular type of tenant based on a personal characteristic.

Respondents agree to send a copy of their first advertisement to the Commission to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the advertisement.

15. Following the execution of this Settlement Agreement, for the next one-year period September 1, 2011 through August 31, 2012, Respondents agree to retain copies of all advertising in newspapers and Internet websites, pamphlets, brochures, and all other promotional literature (with the corresponding dates they were distributed).

If requested by the Commission, Respondents agree to provide copies of all advertising in newspapers and Internet websites, pamphlets, brochures, other promotional literature, for any particular period of time within the three-year period stated above, within thirty (30) days of such request.

DJA Partners, RESPONDENT	Date
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Metro Realty Property Management, RESPONDENT	Date
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Mary Chapman, COMPLAINANT	Date
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Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION