

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-14-65223

HUD# 07-14-0169-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

KYUNG "KATHY" BOK CHOI

1230 Michigan Avenue

Ames, Iowa 50014

COMPLAINANTS

BETH CAISSIE

807 Hodge Avenue

Ames, Iowa 50010

AMY MAYER

807 Hodge Avenue

Ames, Iowa 50010

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainants renewed their one-year lease agreement on August 1, 2013, and later asked Respondent if they could break their lease on November 1, 2013, to enable them to purchase a home. Complainants alleged Respondent failed to timely release them from their lease due to Respondent's discriminatory behavior against potential renters based on familial status. Respondent owns or manages the subject property, a three-bedroom home, located at 1506 Wilson Avenues, Ames, Iowa 50010.

A complaint having been filed by Complainants against Respondent 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 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 that the Federal Fair Housing Laws Act, as amended, makes it unlawful to refuse 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 based on race, color, religion, sex, disability, familial status, national origin,, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. § 3604(a) (Section 804(a) of the Fair Housing Act).

Respondent also acknowledges that the Iowa Civil Rights Act makes it unlawful to refuse 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).

Voluntary and Full Settlement

3. 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.

4. 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.

5. 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.

Disclosure

6. 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

7. 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 Satisfactorily Adjusted.

Fair Housing Training

8. Respondent agrees she (Kyung "Kathy" Bok Choi), Kwan Choi, and each of her employees or agents who are involved in the management or operation of her residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding the prohibition discriminatory advertising and refusal to rent due to familial status. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondent also agree to send documentation to the Commission, verifying the fair housing training has been completed, within ten (10) days of the training.

Relief for Complainants

9. Within ten days (10) days of receiving a Closing Letter from the Commission, Respondent agrees to pay Complainants the sum of \$1,409.44, without any deductions, to reimburse Complainants for the following expenses:

\$1,200 December rent

\$32.34 December utilities

\$80.80 December water and sewer

\$96.30 Deducted from Complainants' rental deposit for 9 credit reports (\$10.70
per report)

Respondent agrees the check will be made out to Beth Caissie and Amy Mayer and will be mailed to Complainants at the address listed on page one of this Agreement.

Respondent also agree to send a copy of the settlement check to the Commission within ten (10) days of issuing the check.

Complainants agree they will not pursue recovery of the \$96.30 deducted from their rental deposit, or any monies that they could pursue under Iowa Code §562.12(7), in small claims court or in any other process or proceeding.

Reporting and Record-Keeping

10. Respondent shall forward to the Commission objective evidence of the successful completion of the required fair housing training, in the form of a certificate or other written communication from the entity conducting the training, within ten (10) days of the training, as evidence of compliance with Term 9 of this Agreement.

11. Respondent agrees to send a copy of the settlement check to the Commission within ten (10) days of issuing the check, as evidence of compliance with Term 10 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

Kyung "Kathy" Bok Choi, RESPONDENT	Date
------------------------------------	------

Beth Caissie, COMPLAINANT	Date
---------------------------	------

Amy Mayer, COMPLAINANT	Date
------------------------	------

Beth Townsend, DIRECTOR	Date
-------------------------	------

IOWA CIVIL RIGHTS COMMISSION