

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-15-67361
HUD# 07-15-0439-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

DWIGHT L. SUTTON AND NANCY K. SUTTON
727 South Iowa Avenue
Washington, Iowa 52353

COMPLAINANTS

PABLO AGUIRRE CORNEJO AND JUANA BARRERA
801 South Iowa Avenue
Washington, Iowa 52353

and

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

Description of the Parties:

Complainants alleged Respondents discriminated against them by subjecting them to unfair rule enforcement, which resulted in different terms and conditions of rental due to their national origin. Respondents own and manage the subject property, a two-family conversion located at 801 South Iowa Avenue, Washington, Iowa 52353.

A complaint having been filed by Complainants 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 Laws

1. Respondents agree 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. 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 the Fair Housing Act (FHA) makes it unlawful to discriminate against any person 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 race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(b) (§ 804(b) of the Fair Housing Act).

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. 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.
6. 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

7. Because, pursuant to Iowa Code § 216.15A(2)(d), 42 U.S.C. 3610(b)(4), and 24 CFR 103.330(b), 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

8. Complainants hereby waive, release, and covenant 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. 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 Brochure

9. Respondents agree to promote Fair Housing, by printing the Commission's fair housing brochure, "Fair Housing and You," and sending the brochure by mail or email to each of their current tenants. Respondents agree to send the brochure to their tenants on or before August 31, 2015. Respondents agree to access the brochure on the Commission's website at:
https://icrc.iowa.gov/sites/files/civil_rights/publications/2013/FairHousing_English_2013.pdf

Respondents also agree to send a statement signed by Respondents to the Commission, on or before August 31, 2015, declaring that the brochure was, in fact, sent to each of their six rental units.

Relief for Complainants

Change to Parking Policy

10. When Complainants moved into the subject apartment there were a total of four parking spaces for two rental units; two spaces in the back and two spaces in the front. At Complainants' request, Respondents added a third parking space in the back, and Complainants used two of the back parking spaces and one of the front parking spaces. To address Complainants' parking concerns, Respondents agree to allow Complainants exclusive use of the three back parking spaces; and the upstairs tenant will be assigned the two front parking spaces.

The upstairs tenant's spouse is no longer living at the subject property and this has alleviated Complainants' noise and trash concerns. After verbal exchanges, if there are communication issues in the future, the parties will also communicate via email to facilitate better understanding.

Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment, discrimination or retaliation. Complainants agree to follow Respondents' rules and regulations and lease agreement.

Reporting and Record-Keeping

11. On or before August 31, 2015, Respondents shall forward to the Commission a signed statement verifying the fair housing brochures have been distributed to each of their six rental units, as evidence of compliance with Term 9 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

_____	_____
Dwight L. Sutton, RESPONDENT	Date
_____	_____
Nancy K. Sutton, RESPONDENT	Date
_____	_____
Pablo Aguirre Cornejo, COMPLAINANT	Date
_____	_____
Juana Barrera, COMPLAINANT	Date
_____	_____
Kristin H. Johnson, EXECUTIVE DIRECTOR IOWA CIVIL RIGHTS COMMISSION	Date