

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 05-15-67329  
HUD# 07-15-0415-8

PARTIES TO THE SETTLEMENT AGREEMENT:

## **RESPONDENTS**

### **JACQUELINE AND GARY HOOTMAN**

1830 B Avenue NE  
Cedar Rapids, Iowa 52402

## **COMPLAINANT**

### **MARLEND DEAN**

P.O. Box 11512  
Cedar Rapids, Iowa 52402

and

### **IOWA CIVIL RIGHTS COMMISSION**

400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

#### Description of the Parties:

Complainant alleged Respondents evicted him based on his race after he called the police to report a disruptive tenant. Complainant claims Respondents did not evict Caucasian tenants who also called the police. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property, a 4-plex located at 1833 B Avenue NE, Cedar Rapids, Iowa 52402.

Based on information provided by Respondent, Jacqueline Hootman, and verified by the Commission, Gary E. Hootman will be removed as a signatory. Respondent Jacqueline Hootman provided information that , Gary E. Hootman died on March 7, 2015.

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 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 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 Complainant that any claims asserted in his 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. 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.

*Security Deposit/Damages Policy*

9. Respondents acknowledge their commitment to ensure that all cleaning and damage assessments and subsequent billing for repair costs are consistently fair and objective. Respondents agree to follow the provisions of Iowa Code §562A.12 regarding the disposition of tenants' security deposits tendered to them pursuant to the lease agreement. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without discrimination, harassment, or retaliation.

*Fair Housing Poster and Fair Housing Brochure*

10. Within thirty (30) of the execution of this Settlement Agreement, Respondent Jacqueline Hootman agrees to mail to the Commission a list of all her current tenants with their current mailing addresses. The Commission will mail each tenant a copy of the federal Fair Housing Poster and the Commission's fair housing brochure, "Fair Housing and You" to promote fair housing.

*Relief for Complainant*

11. On May 31, 2015, Complainant moved out of the subject dwelling. Within seven (7) days of receiving a Closing Letter from the Commission, Respondent Jacqueline Hootman agrees to return One Hundred And Ninety Dollars (\$190.00) of Complainant's \$350 security deposit. Complainant shall be fully liable for any taxes associated with the settlement amount. Respondent agrees the Settlement Check will be made out to Marlend Dean and will be mailed to Mr. Dean at the address listed on page one (1) of this Agreement.

Within seven (7) days of receiving a Closing Letter from the Commission, Respondent agrees to send a copy of the settlement check to the Commission.

Respondent agrees she will not pursue recovery in small claims court or in any other process or proceeding for any monies that Complainant may owe Respondent for any alleged damages, cleaning issues, late rent or fees. Respondent agrees and acknowledges that upon executing this Agreement, Complainant's final account statement will reflect a \$0.00 balance. Complainant agrees he will not pursue recovery of the balance of his rental deposit that was not returned, or any other type of compensation from Respondents in any other process or proceeding for any claim related to his tenancy at the subject apartment

*Reporting and Record-Keeping*

12. Within thirty (30) of the execution of this Settlement Agreement, Respondent agrees to mail to the Commission a list of all her current tenants with their current mailing addresses, as evidence of compliance with Term 10 of this Agreement.
13. Within seven (7) days of receiving a Closing Letter from the Commission, Respondent agrees to send a copy of the of the settlement check to the Commission, as evidence of compliance with Term 11 of this Agreement

**All required documentation of compliance must be submitted to:**

Don Grove, Supervisor of Housing Investigations  
Grimes State Office Building  
400 East 14<sup>th</sup> Street,  
Des Moines, Iowa 50319

\_\_\_\_\_  
Jacqueline Hootman, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marlend Dean, COMPLAINANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kristin H. Johnson, EXECUTIVE DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date