

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 03-12-62278

HUD# 07-12-0378-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

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 (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents published an advertisement for a REDACTED -bedroom townhome for rent during the following periods: March 5 through May 6, 2011; April 27 through June 12, 2011; June 14 through July 6, 2011; July 22 through August 2, 2011; and March 7, 2012 which stated, "A perfect fit for newlyweds, retired couples or single adults" indicating a preference, limitation or discrimination based on familial status, the presence of a minor child in the household. Complainant alleged such a limitation makes unavailable an otherwise available dwelling to families with children. Respondents documented to the Commission that their advertising was not placed for the purpose of discouraging or discriminating against families and noted Respondents presently have approximately 35 children living in their rental units. Respondents own or manage the subject property, which include REDACTED -bedroom condominiums located at REDACTED and adjacent three bedroom duplexes.

Based on information provided by Respondents' attorney and verified after further research by the Commission Housing Intake Unit, it has been determined that [REDACTED] will be removed as a named Respondent. The Polk County Assessor lists the parcel that has [REDACTED] as titleholder with zero value.

Based on information provided by Respondents' attorney and verified by the Commission, [REDACTED] will be removed as a Respondent. Respondents provided information that [REDACTED] spouse, [REDACTED], was the manager and person who posted the advertisement.

Based on information provided by Respondents' attorney and verified by the Commission, [REDACTED] and [REDACTED] own the subject property and will be added as named Respondents.

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 Law

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 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 acknowledge 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).

Respondents also acknowledge 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).

3. Respondents acknowledge that the Federal Fair Housing Laws Act, as amended, makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination 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(c) (Section 804(c) of the Fair Housing Act).

Respondents also acknowledge that the Iowa Civil Rights Act makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation or gender identity, or an intention to make any such preference, limitation, or discrimination. 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, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

8. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of Respondents.

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, and with regard to any and all other matters, 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 **REDACTED** will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of his 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 of discriminatory advertising and discrimination against families with children. 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 completing the training.

Future Advertising

11. 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.

Upon receiving a Closing Letter from the Commission, 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.

Respondents acknowledge property owners, managers, and agents cannot discourage families with children from seeking or making application for available rental units by making any statement, verbal or written, that indicates families with children are not welcome or not solicited as tenants.

12. For twelve months following the execution of this Agreement, Respondents also 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 twelve-month period stated above, within thirty (30) days of such request.

Demographics

13. Respondents agree to send a current rental roster listing their tenants at all their rental properties on June 1, 2012, to the Commission within 30 days of their receipt of a Closing Letter from the Commission. The roster will list: 1. Contact information for each tenant (name, address, condo or apartment number, telephone number and email address). (2) If the rental unit is occupied by a family with minor children (under the age of 18), Respondent will provide the number of minor children living in the rental unit. The Respondents agree to send the rental roster to the Commission, to the attention of Don Grove, Supervisor of Investigations within 30 days of their receipt of a Closing Letter from the Commission.

Signatures on the following page (Page 6)

REDACTED, RESPONDENT

Date

REDACTED, RESPONDENT

Date

REDACTED, RESPONDENT

Date

REDACTED, RESPONDENT

Date

Mary Chapman, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION