

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 04-11-62443

HUD# 07-12-0462-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

REDACTED

REDACTED

REDACTED

COMPLAINANT

MELLISA O'BRIEN

1539 2ND Street Apartment 7

Webster City, Iowa 50595

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondent's newspaper published an advertisement on April 11, 2012, listing an apartment for rent that stated, "no children," indicating a limitation or discrimination based on familial status, the presence of minor children in the household.

A complaint having been filed by Complainant 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 Law

1. Respondent agrees 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. Respondent acknowledges 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).

Respondent also acknowledges 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

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 her 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. 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

7. 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

8. Complainant hereby waives, releases, and covenants 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, and with regard to any and all other matters, subject to performance by Respondent 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

9. Respondent agrees each of its employees or agents who are involved in the taking or placement of advertisements for residential or commercial rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of the Respondent's 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. The training shall be conducted a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondent agrees 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.

Relief for Complainant

10. Respondent agrees effective August 1, 2012 through July 31, 2013 all their Iowa publications will print a Publisher's Notice in all Classified sections. In addition, Respondent agrees to post the Publisher's Notice in areas at all their facilities at which the publications have in person contact with individuals placing advertisements.

The Publisher's Notice in all Iowa publications will include the following language:

All real estate advertised herein is subject to the Fair Housing Act and Iowa Civil Rights Act, which makes it illegal to advertise "any preference, limitation or discrimination because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status or intention to make any such preference, limitation or discrimination." We will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

Respondent also agrees to send a copy of the first Publisher's Notice printed in each of its publications and the last publication printed on approximately July 31, 2013, verifying the printing of the Publisher's Notice per this Agreement. Verification will be sent to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of printing the said Publisher's Notices.

11. Within 90 days of the Respondent's receipt of a Closing Letter from the Commission, Respondent will adopt and implement revised procedures or protocols that will significantly reduce the likelihood that any of its employees or agents will accept and cause to be published a discriminatory residential or commercial rental advertisement in violation of Federal or State Fair Housing Laws.

The revised procedures will address: (1) the process for determining whether an offered advertisement indicates or suggests a preference or limitation based on a protected personal characteristic; (2) the process for documenting such a review has been completed by the employee or agent and has been approved by a supervisor; and (3) the process for notifying the person or organization who offered an advertisement that may be discriminatory and for documenting that person or organization's response to the notification.

Respondent will adopt revised procedures for Fair Housing Ad Compliance (Attachment 1) or will provide the Commission with a copy of their process and procedure for the Commission's approval.

12. Respondent agrees to plan, conduct, or sponsor a Fair Housing Event in Respondent's community that is open to other persons or organizations involved in the residential rental housing business, including housing providers, real estate agents, tenants, and prospective tenants.

Respondents agree to send written verification to the Commission and provide specifics about the Fair Housing Event, including date and location, a list of invitees, and the agenda or outline of topics to be discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, within 90 days of receiving a Closing Letter from the Commission.

13. Respondent agrees to pay Complainant \$1,000 less no deductions. Respondents agree to send the check to Complainant at the above address within seven (7) days of Respondent's receipt of a Closing Letter from the Commission. Complainant agrees to provide her Social Security Number to the Respondent in order for the Respondent's accounts payable system to issue the check referenced (above). Respondent agrees that it will maintain confidentiality of Complainant's Social Security Number and will not use it for any other purposes or share it with any other organization or person, except as required by law.

Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of Respondents' receipt of a Closing Letter from the Commission.

REDACTED, RESPONDENT

Date

Mellisa O'Brien, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Attachment 1

Process for Fair Housing Ad Compliance

1. The classified ad taker at each publication will review each housing or apartment ad to determine that it does not on its face violate fair housing ad requirements.

- If the classified ad taker is not available (e.g. due to a lunch break, sickness, vacation, etc.), the ad will be reviewed for compliance and will be set aside for review by the classified ad taker when he/she returns to duty. If that return is not anticipated to occur until after the ad is requested to be published, the ad will be reviewed by the Publisher.

2. If there is any question or doubt as to whether an ad is consistent with fair housing ad requirements, the classified ad taker shall consult with the Publisher and if the Publisher has any concerns, the Publisher shall consult with the Iowa Newspaper Association and/or its legal counsel.

3. If it is determined that an ad violates fair housing ad requirements or there is a question or doubt as to whether an ad violates fair housing requirements, the classified ad taker shall call the person who placed the ad and (i) shall inform them of the language in the ad that violates fair housing ad requirements or is questionable, (ii) suggest revisions to the ad which would bring the ad into compliance with fair housing ad requirements, (iii) refer the person who placed the ad to official guidelines or materials which set forth the fair housing ad requirements, such as the Fair Housing Guide of the Iowa Civil Rights Commission and offer to send or email such materials to the person who placed the ad, and (iv) if the person who placed the ad refuses to make revisions which satisfy fair housing ad

requirements or remove any doubt or question as to such compliance, reject the ad and refund any monies paid for the ad.

- If necessary, a classified ad taker shall involve the Publisher if a person who placed an ad is particularly difficult to deal with concerning any of the above action steps.