

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 10-11-61530

HUD# 07-12-0058-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

CORE CORP

4408 SW 29TH Street

Des Moines, Iowa 50321

JOHN FRITZEL

Core Corporation

4408 SW 29TH Street

Des Moines, Iowa 50321

CHARLENE FRITZEL

Core Corporation

4408 SW 29TH Street

Des Moines, Iowa 50321

COMPLAINANT

JOYCE FAULKNER

205 15TH Street

Des Moines, Iowa 50309

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant alleged Respondents issued her a Three Day Notice and subsequently evicted her for nonpayment of rent based on her race (African American). Respondents own or manage the subject property at 120 Hughes Avenue, Des Moines, Iowa 50315.

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 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 Federal and State Fair Housing Laws make it unlawful to discriminate against another person 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.

42 U.S.C. 3604(b); Iowa Code § 216.8(1)(b).

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. 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. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

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, 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 Poster

9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

Relief for Complainant

10. Upon Complainant signing this Settlement Agreement, Respondents agree to immediately waive payment of any further amounts owed under the Stipulation of F.E.D. No. 515345 entered September 13, 2011, and issued by the Iowa District Court for Polk County which provided for payments totaling of \$1,278 for past due rent, fees, patching nail holes and cleaning. (The parties do not dispute Complainant made an initial payment of \$50 in partial satisfaction of this judgment.).

Respondents also agree to send documentation to the Commission in the form of a letter addressed to Complainant, confirming Respondents have waived their \$1,278 demand for past due rent, fees, damage and cleaning. The documentation will be sent to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a closing letter from the Commission. Mr. Grove will forward a copy of Respondents' letter to Complainant.

Core Corporation, RESPONDENT Date

John Fritzel, RESPONDENT Date

Charlene Fritzel, RESPONDENT Date

Joyce Faulkner, COMPLAINANT Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Total Value to Complainant \$1,278