

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 06-15-67495  
HUD# 07-15-0481-8

PARTIES TO THE SETTLEMENT AGREEMENT:

## **RESPONDENTS**

### **THE LODGE COOPERATIVE**

1415 Franklin Avenue  
West Branch, Iowa 52358

### **BRIAN MCNAMARA**

The Iowa Lodge  
320 2<sup>nd</sup> Street - Office  
Coralville, Iowa 52241

## **COMPLAINANTS**

### **CRASHAWN FOSTER & DEMETRIUS BLEDSOE**

and

### **IOWA CIVIL RIGHTS COMMISSION**

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

#### Description of the Parties:

Complainants alleged (1) Respondent Brian McNamara failed to take action when they reported that other tenants harassed them due to their race by spitting on their car, slashing their car's tire, and used racially derogatory language against them; and (2) after they reported the discrimination, McNamara retaliated against them by issuing several 30-day non-renewal notices. Respondents own or manage the subject property, an 83-unit apartment complex located at 320 2<sup>nd</sup> Street, Coralville, Iowa 52241.

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 FHA).

3. Respondent agrees the ICRC makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 216.8, 216.8A, or 216.15A. Iowa Code § 216.11A.

Respondent agrees the Fair Housing Act (FHA) makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 803, 804, 805, or 806 of this title. 42 U.S.C. § 3617 (§ 818 of the Fair Housing Act).

*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 Complainants that any claims asserted in their 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. 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*

9. 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.

#### *Tenant Complaint Policy*

10. Respondents acknowledge their commitment to respond to all complaints by tenants against other tenants in a consistent, fair, and objective manner. Respondents agree all tenant rules, regulations and lease agreements will be addressed and enforced fairly and without harassment, discrimination, or retaliation.

### *Sensitivity Training*

11. Respondents agree each of their employees or agents who are involved in the management or operation of their residential rental properties will receive sensitivity training within 90 days of their receipt of a Closing Letter from the Commission. The training shall be designed to help Respondents' employees and agents better understand and respect people of varying races or national origins, and thereby become more tolerant of people with different beliefs or backgrounds. The training shall also be designed to help Respondents' employees and agents better understand and overcome attitudes or perceptions that are based on stereotypes or untruths. The training shall be conducted by a qualified person or entity approved by the Commission.

Respondents agree to send documentation to the Commission, verifying the sensitivity training has been completed, within ten (10) days of completing the training.

### *Relief for Complainants*

12. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents to waive any claim for \$2,441 owed by Complainants for unpaid rent, fees, late charges, and all claimed damages and cleaning charges to their former apartment. Respondents agree they will not pursue recovery in small claims court or in any other process or proceeding for any monies that Complainants may owe Respondents for any alleged late rent, fees, late charges, damages, or cleaning. Respondents agree and acknowledge that upon executing this Agreement, Complainants' final account statement will reflect a \$0.00 balance.

Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents will send a letter addressed to Complainants to the Commission verifying Complainants' Tenant Ledger Report reflects a \$0.00 balance. Ms. Burnham will forward the letter to Complainants.

Complainants agree they will not pursue recovery of their security deposit in small claims court or in any other process or proceeding or any other type of compensation from Respondents in any other process or proceeding for any claim related to their tenancy.

### *Reporting and Record-Keeping*

13. Within ten (10) days of completing sensitivity training, Respondents shall forward to the Commission objective evidence that the training has been completed, as evidence of compliance with Term 11 of this Agreement.

14. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents will send a letter addressed to Complainants to the Commission verifying Complainants' Tenant Ledger Report reflects a \$0.00 balance, as evidence of compliance with Term 12 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

\_\_\_\_\_  
The Lodge Cooperative, RESPONDENT Date \_\_\_\_\_

\_\_\_\_\_  
Brian McNamara, RESPONDENT Date \_\_\_\_\_

\_\_\_\_\_  
Crashawn Foster, COMPLAINANT Date \_\_\_\_\_

\_\_\_\_\_  
Demetrius Bledsoe, COMPLAINANT Date \_\_\_\_\_

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