

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-12-63575

HUD# 07-13-0203-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

PARK FOREST RESIDENTIAL COOPERATIVE

2101 East Virginia Avenue - Office

Des Moines, IA 50320

BELINDA E. DIAZ

Park Forest Apartments

200 East Virginia Avenue Apartment 4

Des Moines, IA 50320

COMPLAINANTS

ROBERT & LAURA GUSOMANO

200 East Virginia Avenue Apartment 2

Des Moines, Iowa 50320

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainants alleged Respondents discriminated against them by quoting a higher rent and pet deposit in an effort to discourage them from renting because of their national origin (not Hispanic or Latino). Complainants further alleged Respondent Belinda Diaz

re-assigned their assigned garage #36, the last available garage, to a Mexican tenant based on national origin (not Hispanic or Latino). Complainants also alleged Respondent Diaz refused to accept their post-dated rent check and served them with a 3-Day Notice, resulting in different terms and conditions of rental based on national origin (not Hispanic or Latino). Respondents own or manage the subject property, a 24-unit apartment complex, located at 200 East Virginia Avenue, Apartment 2, Des Moines, IA 50320.

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 Law

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 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 Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

42 U.S.C. 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

Iowa Code § 216.8(1) (b).

#### Voluntary and Full Settlement

3. The parties acknowledge this 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 Complainants that any claims asserted in their 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 Complainants 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. 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, and with regard to any and all other matters, 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.

#### 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.

#### Landlord Reference

10. Respondents agree they will provide a neutral response to all future landlord reference checks or inquiries regarding Complainants' tenancy at Respondents' property. Respondents agree they will provide the dates of Complainants' tenancy and will report they fulfilled the requirements of their lease agreement. Julie Worley, Property Manager, will be the contact person for any rental reference request for Complainants. Respondents agree they will not provide any negative information or communicate any issue or concern regarding Complainants' tenancy, including the filing of this complaint.

Respondents agree to note in Complainants' tenant file information describing this promise and responsibility concerning a neutral reference within seven (7) days of receiving a Closing Letter from the Commission. Respondents' obligation to provide a neutral reference is mutually dependent on Complainant's promise to vacate the apartment within 30 days of receiving a Closing Letter from the Commission and to leave the apartment in clean and undamaged condition, normal wear and tear excepted.

In addition, Respondents agree to send Complainants a general landlord reference letter within seven days of the Respondents' receipt of a Closing Letter from the Commission. The letter will state the dates of Complainants' tenancy and the fact that they fulfilled the requirements of their lease agreement.

Respondents also agree to send documentation to the Commission verifying that the above referenced requirement has been noted in Complainants' tenant file and that the tenant reference letter has been sent to Complainants, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission.

## Relief for Complainant

11. Respondents agree to pay Complainants \$5,000, without any deductions. Respondents agree to issue the check to Robert and Laura Gusomano at the above address within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Respondents also agree to send a copy of the check to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission.

12. Respondents agree to release Complainants from the terms of their rental agreement within 30 days of receiving a Closing Letter from the Commission. Complainant agrees to vacate apartment 2 within 30 days of receiving a Closing Letter from the Commission. Respondents agree to prorate any rent owed during this 30-day period. Respondents agree to consider Complainants' departure as a mutually agreed-upon termination of tenancy. Respondents agree not to seek any monies from Complainants for terminating their rental agreement before its expiration date. Once Complainants have vacated apartment 2, Respondents agree to do a check-out of apartment 2, with Complainants and their representative present, to confirm that it has been turned over to Respondents in good condition and without damage; normal wear and tear excepted. Respondents agree to follow the provisions of Iowa Code § 562A.12 regarding the disposition of Complainants' security deposit tendered to them pursuant to their lease agreement.

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 dispersing the monies. Respondents will also send supporting documentation to the Commission, detailing the disposition of Complainants' security deposit.

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Park Forest Residential Cooperative, RESPONDENT      Date

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Belinda Diaz, RESPONDENT      Date

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Robert Gusomano, COMPLAINANT      Date

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Laura Gusomano, COMPLAINANT      Date

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Joram Bryant, AGGRIEVED PARTY      Date

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Beth Townsend, DIRECTOR      Date

IOWA CIVIL RIGHTS COMMISSION

Total Value \$9,890 (\$5,000 settlement monies plus \$4,590 waived rent plus \$300 rental deposit = \$9,890). Respondents agreed to release Complainants from the terms of their rental effective February 1, 2013; the lease was supposed to expire on July 31, 2013, (6 months X \$765 per month rent =

\$4,590). Respondent agreed to return Complainants' \$300 rental deposit even though they did not fulfill the terms of their rental agreement until July 31, 2013.