

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 06-15-67540
HUD# 07-15-0461-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

LARRY L. ELLIS
2946 North Center Point Road
Cedar Rapids, Iowa 52411

NIKKI L. ELLIS
2946 North Center Point Road
Cedar Rapids, Iowa 52411

COMPLAINANTS

ANSUMANA KABA
Cedar Rapids, Iowa

FATU KABA
Cedar Rapids, Iowa

and

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties:

Complainants allege Respondents refused to rent to them based on their national origin. Complainants claim Respondent Larry Ellis stated, "I am only giving this (apartment) to US citizens." Complainants believe Respondent Ellis did not and would not ask all applicants regardless of skin color or accent about their citizenship and immigration status. Respondents own or manage the subject property, a three-bedroom apartment located at 605 First Avenue SW, Cedar Rapids, Iowa 52405.

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 Complainant 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 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. Iowa Code § 216.8(1)(b).

Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin.. 42 U.S.C. 3604(a) (§ 804(a) of the Fair Housing Act).

3. Respondents acknowledge that every person in the United States is protected by the FHA and ICRA. A person’s immigration status does not affect his or her federal fair housing rights or responsibilities. The ICRA prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, disability, sexual orientation, gender identity. Such discrimination is illegal regardless of the victim’s immigration status.

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.

Fair Housing Training

10. Respondents agree Larry Ellis will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the laws prohibiting discrimination based on national origin, race and color. 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, within ten (10) days of completing the training.

Relief for Complainant

11. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainants One Thousand dollars (\$1,000.00) without any deductions. Complainants shall be fully liable for any taxes associated with the settlement amount. Respondents agree the Settlement Check will be made out to Ansumana Kaba and Fatu Kamba and will be mailed to Natalie Burnham with the Iowa Civil Rights Commission at the address listed on page one of this Agreement. Ms. Burnham will send the Settlement check to Complainants.

Reporting and Record-Keeping

12. Respondents shall forward to the Commission objective evidence of the successful completion of fair housing training in the form of a Certificate or a letter from the entity conducting the training within ten (10) days of the completion of the training, as evidence of compliance with Term 10 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations
Grimes State Office Building
400 East 14th Street,
Des Moines, Iowa 50319

_____ Larry L. Ellis, RESPONDENT	_____ Date
_____ Nikki L. Ellis, RESPONDENT	_____ Date
_____ Ansumana Kaba, COMPLAINANT	_____ Date
_____ Fatu Kaba, COMPLAINANT	_____ Date
_____ Kristin H. Johnson, EXECUTIVE DIRECTOR IOWA CIVIL RIGHTS COMMISSION	_____ Date