

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-15-67359
HUD# 07-15-0438-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

JIM ELLIS AND JUDY ELLIS
Meadows Mobile Home Park
2525 County Line Road Trailer 268
Des Moines, Iowa 50321

TOWER MANAGEMENT
80 South Lake Avenue Suite 719
Pasadena, California 51101

THE MEADOWS MOBILE HOME COMMUNITY, LC
c/o Tower Management
80 South Lake Avenue Suite 719
Pasadena, California 51101

COMPLAINANTS

DANIEL MONETI AND HORTENSIA GUADALUPE DE JESÚS
2525 County Line Road Trailer 72
Des Moines, Iowa 50321

and

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

Description of the Parties:

Complainants alleged Respondents discriminated against them by subjecting them to targeted enforcement of their rules for eviction due to their national origin. Respondents own or manage the subject property, a 377-unit mobile home community located at 2525 County Line Road, Des Moines, Iowa 50321.

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. 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 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. Because, pursuant to Iowa Code §216.15A(2)(d), 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

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, 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

9. Respondents agree Jim Ellis, Judy Ellis, and each of their current employees or agents who are involved in the management or operation of Meadows Mobile Home Park 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 law regarding the prohibition of discrimination based on national origin, race, and retaliation. In addition, the training class will also include sensitivity training designed to help Respondents and their employees or agents 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 and their employees or agents understand and overcome attitudes or perceptions that are based on stereotypes or untruths. 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 Complainants

10. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment, discrimination or retaliation. Respondents agree to substantiate any complaints regarding Complainants or their children before acting on such complaints.

Complainants agree to follow Respondents' rules and regulations and lease agreement.

11. Respondents agree to remove from Complainants' tenant file and Respondents' records all documents related to allegations of non-compliance, including:
 - April 22, 2015 Notice of Termination of Tenancy and Notice to Quit, and Affidavit of Service, Posting and Mailing. (Respondents' Exhibit B)
 - April 23, 2015 letter issued to Complainants by Respondents' attorney. (Respondents' Exhibit G)

Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a letter to Complainants, and the Commission stating Respondents have removed from Complainants' tenant file and Respondents' records all documents related to allegations of non-compliance.

12. Respondents agree they will provide a neutral response to all future landlord reference checks or inquiries regarding Complainants' tenancy at Respondents' property. Respondents agree to provide neutral responses to all requests for Complainants, whether verbal or written. Respondents agree, upon request by any prospective landlord, they will provide the dates of Complainants' tenancy, that they will state or report that Complainants paid their lot rent on time and that Complainants fulfilled all of the requirements of their lease agreement. Respondents agree they will not provide any negative information or communicate any issue or concern regarding Complainants' tenancy, including the filing of this complaint.

Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to note in Complainants' tenant file information describing this promise and responsibility concerning a neutral reference, both verbal and written, to all future landlord reference checks or inquiries.

Respondents' obligation to provide a neutral reference is mutually dependent on Complainants' adherence to Respondents' rules, regulations, and lease agreement.

Reporting and Record-Keeping

13. Within ten (10) days of completing the fair housing training, Respondents shall forward to the Commission objective evidence that the training has been completed, as evidence of compliance with Term 9 of this Agreement.

14. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a letter to both Complainants and the Commission, stating Respondents have removed from Complaint's tenant file and Respondents' records all documents related to allegations of non-compliance, as evidence of compliance with Term 11 of this Agreement.

15. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send to Complainants, and to the Commission, *a copy of the note placed in Complainants' tenant file* describing Respondents responsibility to provide both verbal and written neutral landlord references for Complainants, 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 14th Street,
 Des Moines, Iowa 50319

Judy Ellis, RESPONDENT	Date
Jim Ellis, RESPONDENT	Date
Tower Management, RESPONDENT	Date
The Meadows Mobile Home Community, LC, RESPONDENT	Date
Daniel Moneti, COMPLAINANT	Date
Hortensia Guadalupe de Jesús, COMPLAINANT	Date
Kristin Johnson, DIRECTOR IOWA CIVIL RIGHTS COMMISSION	Date