

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 06-15-67541
HUD# 07-15-0484-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

JESSICA SCHROPP
1408 West Welsh Street
PO Box 1046
Williamsburg, Iowa 52361

DEAN WIEBOLD AND JANICE WIEBOLD

2531 K Avenue
PO Box 239
Williamsburg, Iowa 52361

COMPLAINANTS

VOUNG MINH NGUYEN & SUSAN NGUYEN

6028 Dean Road SW Apartment 12
Cedar Rapids, Iowa 52404

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties:

Complainants alleged Respondents' decisions to (1) issue a 30-day notice of non-renewal and (2) subsequently withhold their security deposit resulted in different terms and conditions of rental based on race. At the time of the incident, Respondents owned or managed the subject property, a four-plex located at 205 East Walnut Street, Williamsburg, Iowa.

Based on information provided by Respondents and verified by the Commission, Respondents sold the subject property on March 27, 2015, and thereafter has had no ownership or management interest in the property.

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).

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), 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

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.

Security Deposit/Damages Policy

9. Respondents acknowledge their commitment to ensure that all cleaning and damage assessments, fees, and subsequent billing for repair costs are consistent, fair, and objective. Respondents agree to follow the provisions of Iowa Code §562A.12 regarding the disposition of tenants' security deposits.

Fair Housing Brochure

10. Respondents agree to promote Fair Housing, by printing the Commission's fair housing brochure, "Fair Housing and You," and distributing the brochure to each of their rental units on or before October 31, 2015. Respondents agree to access the brochure on the Commission's website at:
https://icrc.iowa.gov/sites/files/civil_rights/publications/2013/FairHousing_English_2013.pdf

Respondents also agree to send a statement to the Commission, on or before October 31, 2015, verifying each address and the corresponding number of rental units the brochures were distributed to.

Relief for Complainants

11. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to return Complainants' \$425.00 security deposit 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 Complainants and mailed to Complainants at the address listed on page one of this Agreement.

On or before October 15, 2015, Respondents will send a copy of the Settlement Check to the Commission.

Reporting and Record-Keeping

12. On or before October 31, 2015, Respondents agree to send a statement to the Commission, verifying each address and the corresponding number of rental units the brochures were distributed to, as evidence of compliance with Term 10 of this Agreement.
13. On or before October 15, 2015, Respondents agrees to send a copy of the Settlement Check to the Commission, as evidence of compliance with Term 11 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

Jessica Schropp, Respondent

Date

Dean Wiebold, Respondent

Date

Janice Wiebold, Respondent

Date

Vuong Minh Nguyen, COMPLAINANT

Date

Susan Nguyen, COMPLAINANT

Date

Kristin H. Johnson, EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date