

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-12-62907

HUD# 07-12-0705-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

JOHN AND LINDA MORTON

9339 NE 83rd Street

Bondurant, IA 50035

COMPLAINANT

SARA RAMSEY

Des Moines, IA

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against her by denying her the opportunity to submit a rental application based up her familial status (too many children). Respondents deny having discriminated against Complainant, but agree to settle this complaint by entering into this Predetermination Settlement Agreement. Respondents own and manage the subject property, a three-bedroom single family home, located at 1518 Evergreen Avenue, Des Moines, IA 50320.

A complaint having been filed by Complainant 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 Complainant 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 Laws Act, as amended, 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 based on race, color, religion, sex, disability, familial status, national origin,, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(a) (Section 804(a) of the Fair Housing Act).

Respondents also acknowledge that the Iowa Civil Rights Act 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 of such person. Iowa Code § 216.8(1)(a).

3. Respondents acknowledge property owners, managers, and agents cannot discourage families with children from seeking or making application for available rental units by making any statement, verbal or written, that indicates families with children are not welcome or not solicited as tenants. Families may not be restricted because of safety concerns. The safety of the children is the parents' responsibility, and the parents determine whether the unit is suitable for their family.

#### Voluntary and Full Settlement

4. 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.

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 Complainant that any claims asserted in her 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. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant 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

9. Complainant hereby waives, releases, and covenants 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. Complainant agrees 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 John and Linda Morton 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 against families with children. 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, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

11. Respondents agree John and Linda Morton will receive training on the rental codes and occupancy standards for the cities where they own and manage rental properties (Des Moines, West Des Moines and Urbandale, IA). The training will also cover how to calculate each bedroom's "habitable space" to determine the number of persons who can sleep in each bedroom per each City's occupancy standards.

Respondents also agree to send documentation to the Commission, verifying the training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

#### Demographics

12. On an annual basis for the next two years, Respondents agree to provide a "snapshot" of all occupants at all of their rental properties by familial status.

On or before December 1, 2012, and December 1, 2013, Respondents agree to provide a snapshot of all occupants as of November 1, 2012, and November 1, 2013. Each snapshot shall include: (1) the number of occupied units with the number of bedrooms in each rental unit; (2) the number of units occupied by families with minor children (under the age of 18) with the ages of each minor child living in the rental unit; and (3) contact information (name, address, and telephone number) for each of those families with minor children.

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John Morton, RESPONDENT

Date

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Linda Morton, RESPONDENT

Date

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Sara Ramsey, COMPLAINANT

Date

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Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION