

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-12-62915

HUD# 07-12-0704-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

RICK OLSEN, PRESIDENT

Persia Development Corporation

703 Apple Road

Persia, IA 51563

PERSIA DEVELOPMENT CORPORATION

703 Apple Road

Persia, IA 51563

COMPLAINANT

ROGER FRANKS

109 Meadow Lane Apt. 1

Minden, Iowa 51553

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondent Rick Olsen discriminated against him by making discriminatory statements on June 21, 2012, and June 29, 2012, that Respondents wanted the apartment complex changed to “elderly only” indicating persons with disabilities were no longer welcome as tenants. Complainant also alleged Respondent Rick Olsen discriminated against him by threatening to evict him on June 21, 2012, based on the following false lease violations: “illegally using utilities, failure to dispose of garbage or trash, littering the grounds, damaging the unit.” In addition, Complainant further alleged Respondent Rick Olsen issued a discriminatory “Notice of Termination of Tenancy” ordering him to move out by August 1, 2012, because Respondents did not want anyone with disabilities living in the building. Respondents deny having discriminated against Complainant, but agree to settle this complaint by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property located at 307 – 2nd Street, Apt. 2, Persia, IA 51563.

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 Act, as amended, and State Fair Housing laws 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 with the dwelling because of a disability. 42 U.S.C. 3604(f)(2); Iowa Code § 216.8(1)(c).

3. Respondents acknowledge that the Federal Fair Housing Act, as amended, and State Fair Housing laws makes it unlawful directly or indirectly advertise, or in any other manner indicate or publicize that the purchase, rental, lease, assignment, or sublease of any real property or housing accommodation or any part, portion, or interest therein, by persons of any particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status is unwelcome, objectionable, not acceptable, or not solicited.

42 U.S.C. 3604(c); Iowa Code § 216.8A(3)(b)(1).

#### 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 his 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 Poster

10. 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.

#### Relief for Complainant

11. Respondents agree to pay Complainant \$1,000, less no deductions. Respondents agree to make the check out to Roger Franks and send it to Natalie Burnham at the Iowa Civil Rights Commission within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Respondents agree

they will not seek any monies from Complainant for cleaning or damage issues to Apartment 2 in small claims court or in any other process or proceeding.

Complainant agrees Respondents will not return his security deposit. Complainant agrees he will not file a claim in small claims court or in any other process or proceeding to seek the return of his security deposit.

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Rick Olsen, RESPONDENT

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Date

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Persia Development Corporation, RESPONDENT

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Date

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Roger Franks, COMPLAINANT

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Date

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Beth Townsend, DIRECTOR

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Date

IOWA CIVIL RIGHTS COMMISSION

Total Value of Agreement: \$2,000 (\$1,000 settlement check to C) and (\$1,000 in cleaning and damages to C's apartment that R waived per Agreement.)