

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 02-13-63831

HUD# 07-13-0343-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

DAVID R. CONN

1010 Warrior Lane

Waukee, Iowa 50263

JANE A. CONN

1010 Warrior Lane

Waukee, Iowa 50263

COMPLAINANT

MARCI SCOTT

660 2ND Street Apartment A1

Waukee, Iowa 50263

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against her by failing to make timely repairs resulting in different terms and conditions of rental based on national origin (not Hispanic). Respondents own and manage the subject property, a four-plex apartment complex, located at 660 2nd Street, Apartment A1, Waukee, IA 50263.

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, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

42 U.S.C. 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

Iowa Code § 216.8(1) (b).

Voluntary and Full Settlement

3. 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.

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 Complainant that any claims asserted in her 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. 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

8. 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 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 Poster

9. 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

10. Complainant agrees to vacate Apartment A1 on or before April 7, 2013, at 7 PM. Respondents agree to waive the \$2,016.13 rent balance and any interest and fees owed by Complainant for January, February, March, and April 1 through April 7, 2013 rent, as well as any interest or fees. Respondents agree they will not pursue recovery of rent owed for January, February, March, and April 1 through April 7, 2013, any interest, or fees in small claims court or in any other process or proceeding.

Complainant, in turn, promises to vacate Apartment A1 on or before April 7, 2013, and to leave the apartment in a clean and undamaged condition, normal wear and tear accepted. Respondents will meet with Complainant at 7 PM on April 7, 2013, to accept keys to the apartment and to do a check-out of the apartment and confirm that it has been turned over to Respondents in good condition, without damage, normal wear and tear accepted. Complainant is responsible for removing her household and personal property and turning over keys at 7 PM.

The parties agree that Complainant will not be responsible for water damage from the laundry room that warped the wall and floor in Apartment A1. If when Complainant vacates Apartment #1 on April 7, 2013, there are no cleaning or damage issues Respondents agree to immediately return Complainant's \$550 rental deposit in the form of a cashier's check.

Respondents agree to follow the provisions of Iowa Code § 562A.12 regarding the disposition of Complainants' security deposit tendered to them pursuant to their lease agreement.

11. The parties acknowledge that on March 14, 2013, an eviction hearing is scheduled. In consideration for Complainant and Respondent executing the Settlement Agreement, the parties agree to sign an agreement (Stipulation of F.E.D) that provides that the eviction case would be continued for dismissal on or about April 8, 2013. If Complainant honors her agreement to vacate as promised herein on April 7, 2013, Respondents agree to file the dismissal with the court on April 8, 2013. If Complainant does not honor her agreement to vacate on April 7, 2013, Respondents may proceed with eviction.

Respondents agree to immediately fax a copy of the eviction proceedings agreement (Stipulation of F.E.D) to Natalie Burnham at 515-242-5840.

12. Between now and the April 7, 2013, Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment or discrimination. Complainant agrees to follow the terms of her lease agreement and all of Respondents' rules and regulations

Signatures on the following page (Page 5)

Jane A. Conn, RESPONDENT

Date

David R. Conn, RESPONDENT

Date

Marci Scott, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Total Value of Mediation \$2,570.83: \$2,020.83 in waived rent (\$625 per month in waived rent X 3 months (January, February and March)= \$1,875 plus seven days waived rent for April 1st through April 7th = \$145.83 (\$1,875 + \$145.83= \$2,020.83) plus \$85 small claims court fee waived + \$75 Sheriff's fee waived + \$200 late fees waived (\$50 per month X 4 months = \$200) + \$190 in damages waived.

$\$2,020.83 + \$85 + \$75 + \$200 + \$190 + \$2,570.83$