

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 11-15-68187
HUD# 07-16-4128-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

JESSE DANIEL

Weston Park Apartments
4200 Park Avenue - Office
Des Moines, Iowa 50321

BH MANAGEMENT SERVICES, LLC

400 Locust Street, Suite 790
Des Moines, Iowa 50309

PARK WOODS, LP

C/O Marvin F. Poer & Company
2211 York Road, Suite 222
Oak Brook, IL 60523

COMPLAINANT

Megan Van De Boe

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties:

Complainant who is Caucasian alleged Respondents discriminated against her and her boyfriend who is African American when they refused to rent an apartment to them. Complainant and her boyfriend each submitted applications, and each paid a \$35 application fee. Complainant further alleged Respondent Jesse Daniel called her and relayed that she had been approved, but her boyfriend would need to pay monies owed to a former landlord before he would be approved. Complainant alleged after her boyfriend paid the monies owed, Respondents still rejected him even though her credit, debt, and criminal background were much worse than her boyfriend's. Respondents subsequently rejected Complainant because, per their standards, if one of two applicants is denied during their screening process, then both are denied. Complainant alleged this resulted in Respondents' refusal to rent based on race by association.

Respondents own or manage the subject property, a 316-unit apartment complex, located at 4200 Park Avenue, Des Moines, Iowa 50321.

Respondents deny that they discriminated against Complainant based on race by association. Respondents claim that Complainant was rejected because her boyfriend failed the criminal background check, which is performed by a third party entity, that is required to live in the apartments. Respondents assert that the same criminal background requirements apply to all prospective tenants.

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 Laws

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 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 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).

Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful 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 of race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(f)(1)(a) (§ 804(f)(1) of the Fair Housing Act).

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 his 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. 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, 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

9. Respondents have affirmed that a Fair Housing Poster (English and Spanish) is posted in their property management office located at 4200 Park Avenue, in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents also agree to send documentation to the Commission, verifying the fair housing posters have been posted, within ten (10) days of the execution of this Settlement Agreement.

Rental Application Policy, Process, and Practice

10. Respondents acknowledge their commitment to ensure that all potential applicants and applicants are treated professionally and with courtesy and respect. Respondents agree the processing of all rental applications will be done in a consistent, fair, and objective manner, and in accordance with state and federal fair housing laws.

Relief for Complainant

11. Within seven days (7) days of receiving Complainant's signed Agreement, Respondent Park Woods, LP and Respondent BH Management Services, LLC agree to pay Complainant \$500 without any deductions. Thirty-five dollars of the \$500 settlement monies are designated as a return of Complainant's \$35 application fee. Complainant shall be fully liable for any taxes associated with the settlement amount.

Complainant agrees to complete and return IRS form W-9 with this signed Agreement. Respondents agree that only Respondents' attorney and Respondents' payroll and tax departments will have access to Complainant's confidential information listed on the W-9 form.

Respondent Park Woods, LP and Respondent BH Management Services, LLC agree the Settlement Check will be made out to Complainant and mailed to the Commission to the attention of Natalie Burnham, Iowa Civil Rights Commission, 400 East 14th Street, Des Moines, Iowa 50319. The Commission will promptly send the settlement check to Complainant.

Reporting and Record-Keeping

12. Within ten (10) days of the execution of this Settlement Agreement, Respondents shall forward to the Commission objective evidence that the posters have been displayed, as evidence of compliance with Term 9 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

Signatures on the Following Page (Page 5)

Park Woods, LP, RESPONDENT

Date

Jesse Daniel, RESPONDENT

Date

BH Management Services, LLC, RESPONDENT

Date

Megan Van De Boe, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date