

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-15-68016
HUD# 409986

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

ERIC A. SCHULZ
1045 West 3rd Street
Dubuque, Iowa 52001

JOHN M. WIESE
808 North Van Buren Avenue
Mason City, Iowa 50401

COMPLAINANT

ANGELA WILLIAMS
Commissioner
Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319

and

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties:

Complainant is a member of the Iowa Civil Rights Commission (hereinafter referred to as the Commission). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216.

Complainant alleges, on June 2, 2015, Respondent John Wiese showed an African American potential applicant two units (Apartments 205 and 1105 at 1000 South Illinois Avenue); whereas, on June 3, 2015, Wiese showed a Caucasian potential applicant four

units. He showed Apartment 1105, which – according to Wiese – is identical to 205. Wiese also showed Apartment 603 at 1000 South Illinois Avenue, and then showed two other more expensive units that he managed at a different location, Apartments 103C and 306B at 600 North Kentucky Avenue. Wiese's failure to make available these other three units to the African American potential applicant constitutes refusal to rent based on race; and his action in informing the Caucasian but not the African American potential applicant about additional vacancies at a more expensive property constitutes steering based on race.

Complainant also alleges Wiese did not inform the African American potential applicant that he would apply the \$30 application fee to the rent; whereas, he did so inform the Caucasian potential applicant. Wiese's action in offering to apply the \$30 application fee as a discount only to the Caucasian potential applicant results in different terms and conditions of rental based on race.

Respondents own or manage the subject property, a 100-unit apartment complex located at 1000 South Illinois Avenue, Mason City, Iowa 50401.

Terms of Settlement:

A complaint having been filed by Complainant against Respondents with 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 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).

3. 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(a) (§ 804(a) of the FHA).

Voluntary and Full Settlement

4. 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.
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. 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

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, 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 Wiese, and Eric Schulz, 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 at the rental and pre-rental stages. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. In addition, within fourteen days of completing the Fair Housing training, Mr. Schulz will cover all salient points covered in the training with his property manager in Davenport, Iowa.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, within ten (10) days of its completion.

Demographics

11. On an annual basis for the next three years, Respondents agree to provide a “demographic snapshot” of all occupants at their 100-unit apartment complex located at 1000 South Illinois Avenue, Mason City, Iowa 50401. On or before December 31, 2015, December 31, 2016, and December 31, 2017, Respondents agree to provide the demographic snapshot as of November 1, 2015, November 1, 2016, and November 1, 2017. Each snapshot shall include a list of the units by (1) apartment number, (2) name(s) of each adult occupant, and (3) the known or apparent race of each adult occupant.

Respondents agree the Commission may review compliance with this Agreement. And, as part of such review, Respondents agree to provide to the Commission, upon written request, the current contact information (names, addresses, phone numbers, and email addresses) for each of the adult occupants identified in any of the snapshots described above, within ten (10) days of the Commission’s request.

New Policy and Practice

12. Respondents agree to adopt and implement specific written standards and procedures for offering discount specials and other cost-saving incentives to tenants and prospective tenants. The new standards and procedures will address: (1) the process for determining whether and when discount specials and cost-saving incentives are offered, (2) the process for documenting the specials and incentives, (3) the process for ensuring all of their employees and agents are aware of all specials and incentives being offered, and (4) the process for ensuring all of their employees and agents are offering and marketing all specials and incentives to all prospective tenants and tenants without regard to national origin, race or ethnicity.

Within 30 days of receiving a Closing Letter from the Commission, Respondents agree to send their new standards and procedures to the Commission.

Respondents agree they will carefully consider any revisions to their standards and procedures suggested by the Commission, and will incorporate all reasonable suggestions for revisions in their standards and procedures.

Within 10 days of finalizing their standards and procedures, Respondents agree to send a copy of their standards and procedures, with the date they were implemented, to the Commission.

Relief for Complainant

13. 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 December 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 December 31, 2015, verifying that the brochure was, in fact, distributed to each of their tenants with the number of rental units it was distributed to.

Reporting and Record-Keeping

14. Respondents shall forward to the Commission objective evidence of the successful completion of fair housing training in the form of a Certificate or a letter from the entity conducting the training within ten (10) days of the completion of the training, as evidence of compliance with Term 10 of this Agreement.

15. On or before December 31, 2015, December 31, 2016, and December 31, 2017, Respondents agree to provide a “demographic snapshot” of all occupants as of November 1, 2015, November 1, 2016, and November 1, 2017, as evidence of compliance with Term 11 of this Agreement.

16. Within 30 days of receiving a Closing Letter from the Commission, Respondents agree to send their new standards and procedures for offering discount specials and other cost-saving incentives to tenants and prospective tenants to the Commission for review, as evidence of compliance with Term 12 of this Agreement.

17. On or before December 31, 2015, Respondents shall send a written statement to the Commission verifying the “Fair Housing and You” brochure has been distributed to all of their tenants, as evidence of compliance with Term 13 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

Eric A. Schulz, RESPONDENT	Date
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John M. Wiese, RESPONDENT	Date
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Angela Williams, COMPLAINANT	Date
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Kristin H. Johnson, Executive Director IOWA CIVIL RIGHTS COMMISSION	Date
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