

**POSTDETERMINATION SETTLEMENT AGREEMENT**

CP# 05-20-75109  
HUD# 07-20-4787-8

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

PENNINGROTH ENTERPRISES, LLC  
3500 Ellwinn Lane SE  
Cedar Rapids, Iowa 52403-1970

c/o Bradley & Riley, PC  
2007 1<sup>st</sup> Ave SE  
Cedar Rapids, IA 52402-6344

EMILY PHELAN  
432 S Dubuque Street, APT 3  
Iowa City, Iowa 52240-4128

**COMPLAINANT**

TOMMI MENNINGA  
749 W Benton Street, APT 6  
Iowa City, Iowa 52246-5905

and

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

**Description of the Parties:** Complainant is a person with a disability. Complainant alleges Respondents refused to allow her an assistance animal as a reasonable accommodation for her disability, refused to accept a letter from her caregiver verifying her need for the assistance animal, and required her to sign a pet lease. The subject property is a multi-unit apartment building located at 749 W Benton Street, Iowa City, Iowa 52246-5905.

**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 Complainants 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 that the Federal Fair Housing Act, as amended, 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 therewith, because of the person’s race, color, religion, sex, disability, familial status, national origin, or disability. 42 U.S.C. 3604(b), 3604(f) (2) (§ 804 of the Fair Housing Act).

3. Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider’s operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).
4. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another 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)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).
5. Respondents acknowledge their obligation under the FHA and ICRA to allow assistance animals as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. See Iowa Code §§ 216.8B, .8C.

### **Voluntary and Full Settlement**

6. 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. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
7. 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 their complaint are not fully meritorious.
8. 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.

9. 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**

10. 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**

11. 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**

12. Respondent Emily Phelan 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. Respondents also agree all future employees, or agents who are involved in the management or operation of residential properties will receive training on the requirements of State and Federal Fair Housing Laws within 30 days of their date of hire or elected appointment. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. This includes a HUD produced video titled "The Basics of the Fair Housing Act" which can be accessed via YouTube at <https://www.youtube.com/watch?v=egXPe7HT7tc>.

### **Relief for Complainant**

13. Within seven days of the date on the Commission's Closing Letter, Respondents agree to pay Complainant \$100.00 without any deductions. Respondents agree the Settlement Check will be made out to Tommi Menninga and sent to her at the address listed on page one of this Agreement.
14. Complainant shall be released without fee or penalty from her lease renewal set to begin August 1, 2020.

**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 or signed statement stating the time and location of their viewing of “The Basics of the Fair Housing Act” video, as evidence of compliance with Term 12 of this Agreement within ten (10) days of the completion of the training.
- 15. Respondents shall send to the Commission a copy of the Settlement Check within seven days after its mailing to Complainant.

All required documentation of compliance must be submitted via email or U.S. Mail to:

Amy Quail  
Iowa Civil Rights Commission  
Grimes State Office Building  
400 East 14th Street  
Des Moines, Iowa 50319  
Amy.quail@iowa.gov  
Telephone: 515-725-1082

_____	_____
PENNINGROTH ENTERPRISES, LLC, RESPONDENT	Date
_____	_____
EMILY PHELAN, RESPONDENT	Date
_____	_____
TOMMI MENNINGA, COMPLAINANT	Date
_____	_____
Elizabeth Johnson, EXECUTIVE DIRECTOR IOWA CIVIL RIGHTS COMMISSION	Date