

## **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 06-20-75141  
HUD# 07-20-4907-8

## **PARTIES TO THE SETTLEMENT AGREEMENT**

### **RESPONDENTS**

CCV I, LLC  
R & R REALTY GROUP, LTD  
1080 Jordan Creek Pkwy, Ste 200 N  
West Des Moines, IA 50266-6011

MCKENZIE ROBERTSON  
1200 Office Park Road  
West Des Moines, IA 50266-2402

CHRISTINE CONNOR  
1200 Office Park Road  
West Des Moines, IA 50266-2402

### **COMPLAINANT**

KATHLEEN HUNT

and

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

**Description of the Parties:** Complainant claims to be a person with a disability. Complainant requested release from her lease early as a reasonable accommodation for her disability. Complainant alleged that Respondents initially said this request was possible, but then later denied the request. Respondent denies all allegations. The subject property is a multi-unit apartment complex located at 1256 Office Park Road, Apt. 13, West Des Moines, Iowa 50265-2468.

**Terms of Settlement:** A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216. 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 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) §.

1.

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).

### **Voluntary and Full Settlement**

5. The parties acknowledge this 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.

6. 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.

7. 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.

8. Respondents agree the Commission may review compliance with this Agreement. 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**

9. 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 in full, 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, or which in any way arise out of her lease at the subject property, 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.

### **Relief in the Public Interest**

12. Respondents McKenzie Robertson and Christine Connor and any of Respondent CCV I, LLC's employees 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 90 days of their receipt of a Closing Letter from the Commission. Respondents also agree all future employees 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 90 days of their date of hire. The training will include an overview of fair housing laws, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission verifying the fair housing training of McKenzie Robertson and Christine Connor has been completed within thirty (30) days of completing the training.

### **Relief for Complainant**

13. Respondents agree to waive any and all outstanding or future fees or claims for rent, late fees, early termination fees, and any other fees related to Complainant vacating her unit in January 31, 2020, which was prior to the end of her original lease in March 31, 2020. Respondents further agree to waive any and all outstanding or future fees or claims for damages to the unit not covered by Complainant's security deposit.

14. Respondents agree not to file a report with any credit reporting bureau or agency.

### **Reporting and Record-Keeping**

15. 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 thirty (30) days of the completion of the training, as evidence of compliance with Term 12 of this Agreement.