

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 10-21-77296
HUD# 07-22-8232-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

DEVO PROPERTIES, LLC
501 Ohio Ave
Red Oak, IA 51566-2738

RUBEY REAL ESTATE
1000 N Broadway St, Ste A
Red Oak, IA 51566-1454

AUDIE RAINEY
501 Ohio Ave
Red Oak, IA 51566-2738

COMPLAINANT

VICKIE LUCKY
P.O. Box 621
Red Oak, IA 51566-0621

and

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

Description of the Parties: Complainant is a person with disabilities. She requested a transfer to a ground floor unit in her apartment complex as a reasonable accommodation. The subject property is a multi-unit apartment complex located at 105 W Hammond St, Red Oak, IA 51566-1455.

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 Devo Properties, LLC, Rubey Real Estate, and Audie Rainey 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 Devo Properties, LLC, Rubey Real Estate, and Audie Rainey 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).
3. Respondents Devo Properties, LLC, Rubey Real Estate, and Audie Rainey 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).
4. Respondents Devo Properties, LLC, Rubey Real Estate, and Audie Rainey 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).
5. Respondents Devo Properties, LLC, Rubey Real Estate, and Audie Rainey 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)(3)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).

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 Devo Properties, LLC, Rubey Real Estate, and Audie Rainey agree the Commission may review compliance with this Agreement. And as part of such review, Respondent agrees 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 Audie Rainey will complete training on the requirements of State and Federal Fair Housing Laws within 30 days of their receipt of a Closing Letter from the Commission. Respondents Devo Properties, LLC, Rubey Real Estate, and Audie Rainey also agree that new employees or agents who handle requests for reasonable accommodations or modifications at the subject property hired within one year of the date of the Commission's Closing Letter 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.

Relief for Complainant

13. Respondents agree to transfer Complainant to a ground floor unit located at 506 E Coolbaugh St, Red Oak, IA 51566, with the new month-to-month lease starting December 1, 2021 and ending November 30, 2022. Complainant signed the lease on October 17, 2021 and Respondent Audie Rainey signed the lease as the owner of the property on October 18, 2021.

Respondents agree not to remove any personal belongings from Complainant's current or new unit without her express permission.

Reporting and Record-Keeping

- 14. Respondents Devo Properties, LLC, Rubey Real Estate, and Audie Rainey 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 sworn statement from Respondent stating the time and location of their training and the entity that conducted the training, as evidence of compliance with Term 12 of this Agreement within ten (10) days of the completion of the training.

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

DEVO PROPERTIES, LLC,
RESPONDENT

Date

RUBEY REAL ESTATE,
RESPONDENT

Date

AUDIE RAINEY,
RESPONDENT

Date

VICKIE LUCKY,
COMPLAINANT

Date

CHARLES HILL, INTERIM EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date