

**PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 05-22-78266  
HUD# 07-22-9757-8

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

Ida County Holdings, LLC  
2121 212th Street Loop  
Milford, IA 51351-7372

Paul Terveen  
2121 212th Street Loop  
Milford, IA 51351-7372

**COMPLAINANT**

Tess Crist  
1012 Valley View Drive, Apt. C  
Ida Grove, IA 51445-1700

and

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

**Description of the Parties:** Complainant is a woman with a disability who practices Wicca. Complainant alleges she was subjected to sex-based harassment, discriminatory terms and conditions of tenancy, and retaliation. The subject property is a multi-unit apartment complex located at 1012 Valley View Drive, Ida Grove, Iowa 51445-1700.

**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 Ida County Holdings, LLC, and Paul Terveen 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 Ida County Holdings, LLC, and Paul Terveen 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 Ida County Holdings, LLC, and Paul Terveen 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 Ida County Holdings, LLC, and Paul Terveen 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 Ida County Holdings, LLC, and Paul Terveen 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 Ida County Holdings, LLC, and Paul Terveen 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. Respondents Ida County Holdings, LLC, and Paul Terveen will complete training on the requirements of State and Federal Fair Housing Laws within ninety (90) days of their receipt of a Closing Letter from the Commission. Respondents Ida County Holdings, LLC, and Paul Terveen also agree that any property manager or decision-maker for 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 ninety (90) 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. Training which will satisfy the terms of this Agreement is offered by the Commission on a quarterly basis, at no cost to the participants.

## **Relief for Complainant**

13. Complainant and Respondents agree to enter into a new rental agreement for the subject property no later than June 30, 2022. The term of the rental agreement shall run from June 1, 2022, to May 31, 2023. The monthly rent during the term of the rental agreement shall be \$500. Other terms of Complainant's tenancy at the subject property shall be included in the rental agreement and any addenda.
14. Respondents shall withdraw the previous notice of non-renewal issued to Complainant on March 24, 2022.

## **Other Terms**

15. Complainant and Respondents agree that each shall be solely responsible for any costs accrued in connection with this complaint.

**Reporting and Record-Keeping**

16. Respondents Ida County Holdings, LLC, and Paul Terveen 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. Respondents will not need to provide such documentation if they elect to participate in training provided by the Commission.

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

Mathew Gore  
Iowa Civil Rights Commission  
Grimes State Office Building  
400 East 14th Street  
Des Moines, Iowa 50319  
mathew.gore@iowa.gov  
Telephone: 515-725-4101

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Ida County Holdings, LLC,  
RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul Terveen,  
RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tess Crist,  
COMPLAINANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stan Thompson, EXECUTIVE DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date